



# AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Effective Date.”

<b>UNIVERSITY:</b>	<b>FACILITY:</b> _____
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

**Effective Date:** \_\_\_\_\_

## 1. DURATION

The duration, or term, of this Agreement shall be one year, commencing on the Effective Date. This Agreement may be renewed on a year-to-year basis by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

## 2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish an affiliation between the University and the Facility to provide an educational experience for students that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student’s participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility representative.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student’s transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility’s established dress and performance standards.

### 3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

### 4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework and a teaching faculty adequate in number, qualifications and competence to develop and carry forward its instruction and supervision.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University will designate a University representative to coordinate scheduling, provide course information and objectives, and assist in advising students.
- 4.4. The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

### 5. STATE OF ARIZONA PROVISIONS

- 5.1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 5.2. **Conflict of Interest.** ASU's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- 5.3. **Notice of Arbitration Statutes.** As required by Sections 12-133 and 12-1518 of the Arizona Revised Statutes, notice is provided that the parties to this Agreement will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if: (1) the court finds or the parties agree that the amount in controversy does not exceed the

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jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

**5.4. Failure of Legislature to Appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Facility and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

**5.5. Student Educational Records.** The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. (For definitions of quoted terms, see ASU Policy SSM 107-01: Release of Student Information.) The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials." Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose student educational records it receives under this agreement to any third party, except with the prior written consent of the student or as permitted by law. Any disclosures made by the Contractor will comply with the University's definition of "legitimate educational interest." Contractor agrees and warrants that it shall use student educational records solely to accomplish its obligations under this agreement and solely in a manner and for purposes consistent with the terms and conditions of this agreement and University policies and procedures. Contractor agrees and warrants that it shall not make any disclosures of student educational records without prior notice to and consent from the University. If any designated representative discloses or misuses any educational record, the University and/or Contractor will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

## 6. MISCELLANEOUS

6.1. Each party shall be responsible for its and its agents' negligent acts and omissions.

6.2. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.4. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.