**NORTHERN MICHIGAN UNIVERSITY**

AFFILIATION AGREEMENT

NMU-ARRANGED PRACTICUM/UNPAID WORK EXPERIENCE

This AGREEMENT is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between (name of Agency) located at (address of Agency) hereinafter referred to as AGENCY and THE BOARD OF TRUSTEES OF NORTHERN MICHIGAN UNIVERSITY, hereinafter referred to as the UNIVERSITY.

WHEREAS, the UNIVERSITY has curricula in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which require that enrolled students receive internship experience as a part of their professional preparation. The UNIVERSITY therefore wishes to enter into an arrangement with the AGENCY whereby students enrolled in these curricula may receive this experience.

AND, WHEREAS, the AGENCY has an interest in, and the resources for, providing this experience for UNIVERSITY students in \_\_\_\_\_\_\_\_\_\_\_\_\_.

IT IS THEREFORE AGREED that this Affiliation Agreement, hereinafter referred to as AGREEMENT, shall set forth the terms and conditions which will govern this internship of UNIVERSITY students at the AGENCY.

THE UNIVERSITY, in consideration of benefits received, shall:

1. Assign a faculty member to serve as a UNIVERSITY contact and oversee all aspects of this AGREEMENT. This faculty member will coordinate student activities between the UNIVERSITY and AGENCY, make periodic visits/contacts to AGENCY, and hold conferences with students.
2. Plan and administer, in consultation with the representatives of the AGENCY, the educational program for its students assigned to the AGENCY.
3. Provide the AGENCY with its overall plan for the placement of students at the AGENCY at least \_\_\_\_\_\_\_\_\_\_ days prior to the commencement of the academic term. The Plan shall include, as a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student's academic preparation. The UNIVERSITY shall consider any modification necessary to accomplish the reasonable requirements of the AGENCY.
4. Provide the names of students as soon as possible after registration for each semester, but no later than days prior to the beginning of the placement at the AGENCY.
5. Provide adequate pre-placement instruction to each student in accordance with standards agreeable to both parties. To present for placement only those students who have satisfactorily completed the pre-placement instructional program.
6. Instruct its students submitted for placement with regard to general regulations and procedures which the parties have agreed are necessary, including, by way of example, those regulations regarding:
   1. Confidentiality of AGENCY records and information.
   2. Authority of AGENCY staff over patient care.
   3. Uniform standards.
   4. Health Requirements.
7. Maintain all education records and reports relating to the educational program of its students and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The AGENCY shall have no responsibility regarding such records and shall refer all requests regarding such information to the UNIVERSITY.
8. Assume responsibility for matriculation, promotion, and graduation of students.

The AGENCY, in consideration of benefits received, shall:

1. Plan and administer all aspects of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_services at its facilities. The AGENCY has primary and ultimate responsibility for the quality of \_\_\_\_\_\_\_\_\_\_\_and AGENCY staff shall have final responsibility, authority and supervision over all aspects of \_\_\_\_\_\_\_\_\_\_\_\_\_and services. UNIVERSITY students and faculty shall at all times abide by such supervision.
2. Provide qualified supervision of students during their placement. AGENCY supervisory employees may, in an emergency or based upon applicable standards of \_\_\_\_\_\_\_\_\_\_\_\_, temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the parties.
3. Make available \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and related services for student experiences in the programs, including necessary equipment and supplies for performing necessary techniques and procedures within AGENCY.
4. Allow students and faculty to participate in selected AGENCY educational programs.
5. Cooperate with the UNIVERSITY in the planning and conduct of the students' placement in order that the placement may be appropriate to the UNIVERSITY's educational objectives.
6. Make available to students and faculty, the use of its cafeteria, space for classroom teaching, conference rooms, dressing or locker rooms, library and any other appropriate facilities as available and required by the educational program without charge, except for food consumed by the student or faculty.
7. Provide the UNIVERSITY with all rules, regulations, procedures and information necessary for pre-placement instruction no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
8. a) Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the AGENCY. The AGENCY shall notify the UNIVERSITY of its refusal to accept a student and its reasons for doing so in writing.

b) Have the authority to request the withdrawal of any student from the program for reasonable cause related to the need for maintaining an acceptable level of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the UNIVERSITY shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.

c) In the event the UNIVERSITY does not agree with the AGENCY's refusal to accept a student or request for withdrawal, it shall provide the AGENCY with a written statement setting forth the reasons for any such disagreement within ten working days after receipt of the written notice.

d) Defend, indemnify and hold the UNIVERSITY harmless from any and all claims and costs arising from the AGENCY's request for the withdrawal of, or refusal to accept, any student to which the UNIVERSITY has provided its timely written statement of disagreement, provided that the UNIVERSITY shall promptly notify the AGENCY of any such claim, provide the AGENCY with an opportunity to defend, and provide the AGENCY with all reasonable assistance, except financial, in making such defense. No settlement of any such claim as it relates to the UNIVERSITY shall be effected without the consent of the AGENCY.

THE PARTIES MUTUALLY acknowledge and agree as follows:

The students assigned to this field experience should be considered students and not employees of either party and thus are not covered by the AGENCY or UNIVERSITY for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program. Each student is placed with the AGENCY to receive experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the AGENCY. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. The UNIVERSITY shall notify each student of the contents of this paragraph.

Each party agrees to comply with and to be separately responsible for compliance with all applicable laws, including anti-discrimination laws.

Unless otherwise set forth in this Agreement, each party agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, costs, actions, causes of action losses or expenses-- including attorney fees, resulting from or caused by its actions, the actions of its employees and of students, pursuant to this Agreement. This Agreement is not intended to, and does not waive any governmental immunity.

Both Parties agree to maintain Comprehensive General Liability Insurance and Professional Liability Insurance, which covers employees and students whenever the liability might exist. A Certificate of Insurance will be furnished to the other party, on request, indicating effective coverage and liability limits.

There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner, which will tend to maximize the mutual benefits provided to the UNIVERSITY and AGENCY.

This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the AGENCY and the UNIVERSITY; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, employer or prospective employer of any student.

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

Any and all notices given under this Agreement shall be directed to:

AGENCY:

(Name, title, business address and phone number of the Agency contact)

UNIVERSITY:

(Name, title, business address and phone number of the internship director, department chairperson or other person responsible for the internship)

This Agreement shall become effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and shall continue thereafter until terminated by either party upon forty-five (45) days written notice of termination. Provided, however, that students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AGENCY NORTHERN MICHIGAN UNIVERSITY

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Signature Signature

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Title Manager, Risk & Insurance

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| Work with the NMU Risk Manager to prepare this form. See internal procedures for this document in Work Experiences Guidelines.  Copies: File original with Academic Affairs; distribute copies to all signees; retain copy in departmental Director files.  Template last updated: March 2022 |