

EDUCATIONAL AFFILIATION AGREEMENT  
(CAMPUS)  
and  
(FACILITY)

This Agreement made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the "Facility"), and the University of Maine System, acting by and through its University of \_\_\_\_\_ (the "University"), shall be for the purpose of providing internship opportunities and practical experiences for students regularly enrolled with the University (the "Program").

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the parties hereto agree as follows:

1. THE FACILITY AGREES TO:

- a. Provide educational experiences and employment opportunities for learning to students of the University under the supervision of \_\_\_\_\_ professionals employed by the Facility.
- b. Plan cooperatively with University faculty so that the student employee's learning experiences are designed to achieve those educational purposes as determined by the faculty.
- c. Comply with all applicable regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids, including providing to student employees the same testing and counseling provided to the Facility's other employees.
- d. Assume responsibility for the orientation of the student employees and faculty to rules, regulations, policies and procedures of the Facility insofar as they pertain to the activities of the student employees while participating in the Program. Facility shall provide internship guidelines appropriate for the nature and length of the internship.
- e. Provide for the ongoing coordination of the student employee's learning experiences at the Facility through the person of the \_\_\_\_\_ or her/his designee.
- f. Make available to the student employees and the faculty of the University resources, facilities and opportunities for learning experiences in specific subject matters and at fixed times, and to a designated number of student employees, all

agreed upon in writing in advance.

- g. Student employee is solely responsible for securing and all expenses of housing for the duration of the Program.
- h. Allow the University to list the Facility in its catalogs, student recruitment efforts, etc.
- i. Provide initial emergency care, if available, for student employees who are injured or become ill while on duty in an assignment at the Facility.
- j. Indemnify and hold the University harmless from and against any and all claims, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the Facility or its employees, including student employees, arising out of or in connection with the Facility's participating in the Program pursuant to this Agreement.
- k. The Facility agrees to maintain records and reports required by the University for conducting the educational program. The Facility agrees to implement and maintain reasonable safeguards to ensure the security and confidentiality of student employee records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information that could result in substantial harm or inconvenience to the student employee. The Facility shall use such records and information only for the purposes for which the disclosure to the Facility was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law.
- l. Facility shall monitor and periodically for the duration of the Program report to the University regarding the working environment, performance, and ability of the student employee. Facility shall provide academic evaluation on request and shall include such information in the report made pursuant to this section.

2. THE UNIVERSITY AGREES TO:

- a. Conduct the Program in accordance with the philosophy and policies of the University, the Facility and other associations affecting this Program.
- b. Provide for the ongoing coordination of the student employee's learning experiences at the Facility through the \_\_\_\_\_, or his/her designee.

- c. Explain the philosophy and purposes of the Program to the Facility.
- d. Plan and evaluate cooperatively with the Facility, student employee's experiences at the Facility.
- e. Accord the Facility the right to suspend or terminate the affiliation of any student employee for reasons of unsatisfactory performance, a medical condition which renders the student unable to perform Program requirements with or without a reasonable accommodation, or other reasonable causes.
- f. Arrange cooperatively for the orientation of student employees to the Facility, and encourage in student employees appropriate attitudes and relationships as employees of the Facility in order to engender a cooperative spirit.
- g. To the extent permitted by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq., as amended, be responsible for the negligent acts or omissions of its officers or employees. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the University and the University shall continue to enjoy all rights, claims, immunities and defenses available to it under law.
- h. Maintain, and on request to furnish proof of, commercial general liability insurance in an amount of coverage of not less than \$400,000 per occurrence and \$400,000 annual aggregate, insuring against the negligent acts or omissions of University faculty participating in the Program at the Facility pursuant to this Agreement.

3. BOTH PARTIES AGREE:

- a. University and the Facility shall communicate at least once each semester this agreement is in effect to discuss issues of mutual concern and to decide whether any changes or alteration in the Program or Agreement are necessary. Onsite visits will be arranged as the situation warrants.
- b. Students shall be employees of the Facility. The Facility will be solely responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to, employment, labor, hours of work, working conditions, workers' compensation, payment of wages and payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons as required by law.
- c. At no time shall either party discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender expression, gender, gender identity, ethnicity, familial status, ancestry, national origin or citizenship status,

age, disability, genetic information or veteran or military status. The University encourages the employment of individuals with disabilities.

- d. This Agreement may be terminated by the mutual assent of both parties or by either party upon ninety (90) days written notice to the other party. If for any reason the student's employment with Facility ends, this Agreement shall terminate on the student's last day of employment.
- e. This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement shall be subject to change after discussion and due consideration by both parties with their mutual consent. Any such change must be stated in writing and signed by both parties prior to being enforceable.
- f. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
- g. This Agreement shall remain in force and effect for one year from the date of the last signature made hereto. The parties may meet no later than thirty (30) days prior to the expiration of the Agreement to discuss renewal of the Agreement for additional one-year terms.
- h. Student employees shall be solely responsible for expenses incurred by them during the course of the Program, including but not limited to airfare, housing, food, and health insurance.
- a. Any notice pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if sent via email or deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FACILITY

\_\_\_\_\_

UNIVERSITY OF MAINE SYSTEM

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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