

EDUCATIONAL AFFILIATION AGREEMENT  
UNIVERSITY OF SOUTHERN MAINE  
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 the University of Southern Maine (the "University"), shall be for the purpose of establishing a practical educational experience within the following educational program: \_\_\_\_\_ (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 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 students' learning experiences are designed to achieve those educational purposes as determined by the faculty.
- c. Comply with all regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids, including providing to students the same testing and counseling provided to the Facility's employees. The student shall be responsible for the cost of the testing and counseling.
- d. Assume responsibility for the orientation of the students and faculty to rules, regulations, policies and procedures of the Facility insofar as they pertain to the activities of the students while participating in the Program.
- e. Provide for the ongoing coordination of the student's learning experiences at the Facility.
- f. Make available to the students 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 students, all agreed upon in writing in advance.
- g. Provide agreed upon space at Facility for the use of faculty and student conferences to the extent that space is available.

- h. Allow the University to list the Facility in its catalogs, student recruitment efforts, etc.
- i. Provide initial emergency care, if available, for students who are injured or become ill while on duty in an assignment at the Facility. It is understood that students (or their parents or guardians as the case may be) shall be responsible for their own medical expenses, whether incurred at the Facility or elsewhere.
- j. The Facility agrees to 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 negligent supervision of a University student, 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 protect the security and confidentiality of student 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. The Agency shall use such records and information only for the purposes for which the disclosure to the Agency 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.

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 Students' learning experiences at the Facility.
- c. Explain the philosophy and purposes of the Program to the Facility.
- d. Furnish the Facility with the educational objectives, the required student curriculum and names of students receiving instruction.
- e. Describe to the Facility the criteria for the selection of learning experiences for students.
- f. Plan and evaluate cooperatively with the Facility students' learning experiences at the Facility.

- g. Arrange cooperatively for the orientation of students to the Facility, and encourage in the students appropriate attitudes and relationships as members of the Facility in order to engender a cooperative spirit.
- h. Accord the facility the right to suspend or terminate the affiliation of any student for reasons of unsatisfactory performance, a medical condition which renders the student unable to perform Program requirements, or other reasonable causes. Any action which may result in suspension or termination will not take effect until a University representative and a Facility representative have discussed the situation and have come to an agreement on the appropriate action to be taken. This does not limit the right of the Facility in its sole discretion on any specific occasion to deny the privilege of practice or participation in the Program at the Facility when in the considered opinion of the Facility, it is in the best interest of its clients to do so.
- i. To the extent permitted by law, indemnify and hold the Facility harmless from and against any and all claims, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the Facility may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the University or its employees, or the independent negligence of a University student, arising out of or in connection with the University's participation in the Program at the Facility pursuant to this Agreement. This indemnification obligation shall not apply to any claim for which University would not be liable under the Maine Tort Claims Act (14 M.R.S.A. ' 8101, et seq.) if such claim were made directly against the University and University shall continue to enjoy all rights, claims, immunities and defenses available to it under law.
- j. Maintain, and on request to furnish proof of, commercial general liability insurance (including coverage for professional malpractice of students while in practicum) in an amount of coverage of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, insuring against the negligent acts or omissions of University students or 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 during each educational affiliation 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 situations warrants.
- b. Students and University faculty shall not be classified as employees of the Facility, and shall not be entitled to any payment from the Facility in the nature of benefits under the Maine Worker's Compensation Act for any accident, illness, occurrence or event occurring in or relating to the Facility and arising out of the Program or for any other purpose.

- c. Nothing in this Agreement shall preclude receipt by the Facility of compensation from any person for any service performed by a student in the Program. It is intended that for all purposes the students shall be considered students of the University and not employees of the Facility or the University.
- d. At no time shall either party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. The University encourages the Facility in the employment of individuals with disabilities.
- e. Both parties agree to be responsible for their own equipment used in the activities of the Program.
- f. 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. In the event of termination of this Agreement as specified above, the University shall have the right to complete the affiliation for those students presently enrolled in the Program.
- g. 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.
- h. 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.
- i. Any notice or other communication required, or which may be given, 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 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:

_____	_____
_____	_____
_____	_____
_____	_____

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

FACILITY

UNIVERSITY OF MAINE SYSTEM

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Sign Name:** \_\_\_\_\_

**Sign Name:** \_\_\_\_\_

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

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

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

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