

UNIVERSITY OF HOUSTON-DOWNTOWN

Affiliation Agreement

This Agreement is entered into by and between the _____ Department of the University of Houston-Downtown (“University”) and which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at One Main Street, Houston, Texas 77002 and _____ (“Facility”) located at _____ University and Facility shall be known collectively as “the Parties” and singularly as “a Party” for “the Party.”

Whereas, Parties seek to provide supervised field experiences for Student Interns (“Student Interns”) enrolled in Internship programs of the _____ Department at University;

Whereas, it is agreed upon by Parties hereto to be of mutual interest and advantage that Student Interns be given the opportunity to utilize Facility for educational purposes.

Now, therefore, Parties agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF UNIVERSITY

University shall fulfill the following terms, obligations, and covenants:

1. Provide information and assistance to Facility to implement a program of educational experiences (“Program”), suitable to each Student, including Student Interns with disabilities;
2. Inform Facility of the name, address, and telephone number of the _____ Internship Coordinator who will be available to assist Facility personnel and Student Interns of the Program and who will be responsible to maintain on-going contact with Facility’s designated representative;
3. Acquaint Facility designated representative and participating staff with the goals, objectives, methods, and specific expectations of the _____ Department;
4. Assign to Facility only Student Interns who have fulfilled prerequisites for the educational experience;
5. Assign only the number of Student Interns mutually agreed upon by Facility and University;
6. Notify Facility as soon as possible of the names and arrival dates of Student Interns;
7. Inform Student Interns about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of Facility;
8. Inform Student Interns and faculty members who are supervising Student Interns about their obligation to maintain confidentiality of all Facility matters, proceedings, and information to the extent required by law, including, but not limited to client records and information. This confidentiality shall extend beyond the termination of this Agreement;
9. Upon notice to University, inform Facility of any adverse circumstances to which Facility may be exposed as a result of the behaviors deemed to be dangerous of a Student Interns;
10. Upon notice to University, notify Facility of any complaint, claim, investigation, or lawsuit involving a Student Interns if that action is related to the educational experiences provided under this Agreement;
11. Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student Interns.

ARTICLE 2 – RESPONSIBILITIES OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide supervised learning experience for Student Interns in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes;
2. Assign a qualified supervisor to work with all Student Interns;
3. Provide University's designated _____ Internship Coordinator with and a performance appraisal for each Student Interns in a form prescribed by University;
4. Immediately report any unsatisfactory conduct or performance of a Student Interns;
5. Permit designated faculty members the right to visit with Student Interns and Facility supervisors regarding the progress of Student Interns at Facility;
6. Provide Student Interns with essential conditions and materials for their work, including space, privacy, and technological supports, and reimbursement for work-related expenses;
7. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual orientation;
8. Provide Student Interns with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Student Interns will be able to meet the requirements of Facility.

ARTICLE 3 – RESPONSIBILITIES OF PARTIES

Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Under this Agreement, University, Student Interns, and any University personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners, or joint venturers of Facility;
2. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Student Interns. In the event Student Interns should, independent of the Agreement, be employed by Facility, this section and Article 3 section 1 shall not apply to the employed Student Interns during the hours in which such Student Interns is performing services as an employee of Facility;
3. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
4. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
5. Facility shall have the right to refuse to allow Student Interns who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility;
6. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity or any other defense to which University is or may be entitle to assert, University shall indemnify and hold Facility harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Student Interns or University personnel who are engaged in activities at Facility that are directly related to the Department of _____. In the event that University and Facility are legally adjudged to have been jointly negligent in causing injury or damage, each shall be obligated to satisfy its proportionate share of such judgment based upon the percentage of liability attributed to it in such judgment, but, if, in addition, University is adjudged to be liable for acts or omissions of Facility and/or any employee, personnel, or agent provided by Facility, then University shall be indemnified by Facility to the extent of a such vicarious liability. Neither Party hereto shall be obligated to indemnify the other for such other Party's own negligence. This indemnification provision

shall survive termination of this Agreement.

- 7. The Student Intern is responsible for providing Facility with evidence of immunization, lack of active TB (Tuberculosis), drug test results, and criminal background checks **if** such is required by Facility.

ARTICLE 4 – TERM AND TERMINATION

- 1. This agreement shall remain in effect until the end of University’s academic year, including summer, and shall automatically renew for additional terms consisting of University’s academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement.
- 2. Any breach of the covenants stated in Article 1 of this Agreement by University shall be considered a material breach of this Agreement. In the event of a material breach, Facility shall have the right to terminate this Agreement immediately.
- 3. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days’ written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Student Interns already in training at Facility will be allowed to complete their stipulated courses of study.
- 4. Facility shall further have the right to demand immediate removal of any Student Interns from its premises, upon a determination by the administrator in charge that the Student Interns poses a threat to the safety of Facility’s patients, clients, or personnel or to the orderly business functioning of Facility.

ARTICLE 5 – GENERAL PROVISIONS

- 1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws), provision and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
- 2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
- 3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
- 4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

University:
 Dean of _____

 University of Houston-Downtown
 1 Main Street, Suite 1015-S
 Houston, Texas 77002

Facility:

with a copy to:
 Department of _____
 University of Houston-Downtown
 1 Main Street, _____
 Houston, Texas 77002

with a copy to:

- 5. Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party.
- 6. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of the Agreement.

- 7. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute, or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- 8. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- 9. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar cause beyond reasonable control of either Party.
- 10. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- 12. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, Parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

UNIVERSITY OF HOUSTON-DOWNTOWN

FACILITY

Signature Date
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC