

Instructions:

- 1) All highlighted areas must be filled out.
- 2) This document must be submitted, along with the “Student Statement of Agreement”, to the Internship for Credit Google Form on the Politics’ Department website.

**THE CATHOLIC UNIVERSITY OF AMERICA
Washington, D.C. 20064**

STATEMENT OF AGREEMENT

This Affiliation Agreement (“Agreement”) is hereby made and entered into between **THE SCHOOL OF ARTS AND SCIENCES CATHOLIC UNIVERSITY OF AMERICA, 620 MICHIGAN AVENUE NE WASHINGTON D.C. 20064, on behalf of its SCHOOL OF ARTS AND SCIENCES** (“the University”) and

[FILL IN SITE] (“the Site”),

[FILL IN ADDRESS OF SITE].

WHEREAS, the University wishes to make available to its students seeking undergraduate and graduate degrees in the School of Arts and Sciences opportunities to obtain work experience that complement their academic programs;

WHEREAS, the Site has the facilities, programs, and personnel to provide supervision to the University’s students enrolled in its School of Arts and Sciences degree programs;

NOW, THEREFORE, the following are the complete terms and conditions by which the parties intend to be legally bound:

I. Duties and Responsibilities of the University

A. Administration of Program: The University shall assume responsibility for the administration of the academic programs, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and internship hours and internship course.

B. Supervision of Students’ Internship: The University shall designate the credentials and practice experience of its faculty necessary to monitor students’ academic progress and professional development through the internship.

C. Dissemination of Information: The University shall inform its participating students and faculty of their responsibilities under this Agreement, including their obligation to abide by the rules and regulations of the Site.

D. Number of Students: The University shall provide the Site with the number of students mutually agreed upon for the days and hours mutually agreed upon.

E. Health Status: The University shall require students participating in the internship program to meet the health requirements of the Site and/or relevant state regulatory agency. Proof of compliance may be required before participation in the program.

F. Liability Insurance: The University shall provide and maintain bodily injury, property damage, and professional liability insurance with a minimum limit of \$1,000,000 (one million) per occurrence and an annual aggregate of \$3,000,000 (three million) per occurrence. The faculty and students of the will be required to carry professional liability insurance in the stated amount. University agrees to provide a one-year discovery period under this policy.

G. Indemnification: The University shall indemnify and hold harmless the Site and, if applicable, the City or State of whose government the Site is a part, its departments, agencies, officials, employees, agents and servants against claims of liability or expense arising from willful or grossly negligent action or omission of the University or its agents participating in this program.

H. Transportation: Students shall be responsible for their own transportation to and from placement sites.

I. Notification: The University shall notify the Site of any changes in faculty, curriculum, and policy that may affect the internship program.

I. Duties and Responsibilities of the Site

A. Structure of the Internship Program: The Site shall provide facilities and practice appropriate for successful completion of the internship, and agrees to allow the University and any accrediting agencies to inspect Site upon reasonable notice.

B. Internship Liaison/Coordinator: The Site shall appoint an employee to serve as internship liaison/coordinator between the Site and the University.

C. Orientation: The Site shall orient participating faculty and students to the rules, regulations, and practices of the facility. The Site shall also provide necessary regulatory and safety compliance training.

D. Creation of the Internship Learning Objectives: Together the student and supervisor should review the position description and agree upon three goals that the student and the designated supervisor want the student to achieve through the completion of the internship. These goals serve as the basis of the students' assignments and the report that the student will submit at the conclusion of the internship.

E. Performance Evaluations: The designated supervisor will complete formative and summative performance evaluations of the intern.

D. Reservation of Rights: The Site may reserve the right to reasonably discipline any student or faculty member who fails to comply with facility policies and procedures, or whose conduct, work, or health status materially interferes with the Site's ability to conduct its business or impairs the student from benefiting from the internship experience. Disciplinary actions may include the immediate removal from the Site's premises of any student or faculty member whose behavior the Site deems to be an immediate threat to the health or welfare of the Site's patients, staff members, visitors, or overall operations. If the Site disciplines a student, it shall notify the University's Field Office; if it disciplines a faculty member, it shall notify the appropriate Assistant Dean or Dean.

F. Student Progress Reports: The Site shall provide the University all information requested concerning a student's performance, shall submit the formative and final performance evaluations and provide guidance to the student throughout the internship.

G. Student Records: Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Site shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law or permitted to do so under the terms of this Agreement.

For purposes of this Agreement, the University hereby designates persons supervising the student at the Site to be school officials under FERPA with a legitimate educational interest in the educational records of the participating student(s). This means that the Site staff and the University staff may exchange information about the student for purposes related to the training, education, and performance of the student.

H. Student Safety: Site shall provide written notice to University within 24 hours of any accident, illness and other event occurring at Site involving a University student. In case of an emergency involving a student, notice shall be made to the University's Department of Public Safety at (202) 319-5111.

I. Liability: The Site shall maintain in force during the term of this Agreement, bodily injury, property damage and professional liability insurance, with coverage of at least \$1,000,000 (one million) per occurrence and an annual aggregate of \$3,000,000 (three million) per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the Agreement, and upon request will furnish to the University a certificate evidencing that such insurance is in force.

J. Indemnification:

a. If the Site is part of a state agency, it shall indemnify and hold harmless the University, its departments, officials, employees, agents and servants against claims, liabilities or expenses (including attorney's fees), arising as a result of any direct or indirect, willful or negligent action or omission of the Site or its officials, employees, agents and servants. Liability of the Site shall be limited by the application of the Local Government Tort Act or the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d), as appropriate.

b. If the Site is not a state agency, it shall indemnify and hold harmless the University, its agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Site, its agents and employees, in connection with or arising out of the activity which is the subject of this Agreement.

III. Mutual Terms and Conditions

A. Duration of Agreement: This Agreement shall commence with the beginning of the academic year [redacted] or at another mutually agreeable date specified in this provision, and shall be considered renewed from academic year to academic year unless either party seeks to terminate this Agreement. [Insert commencement date if not beginning of academic year.]

B. Termination of Agreement: Either party may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof. The Site may immediately remove any participating student from the Site's premises for behavior that the Site deems to be an immediate threat to the Site's operations.

C. Modification of Agreement: All modifications, waivers, or alterations to this Agreement must be approved in writing by both parties.

D. Interpretation of the Agreement: This Agreement shall be governed by the laws of the District of Columbia.

E. Relationship of Parties: The University and the Site shall be considered independent contractors to one another. This Agreement shall not create a partnership, joint venture, or association between the University, any of its students, and the Site.

F. Nondiscrimination: Neither party to this Agreement shall discriminate in violation of Title VI of the Civil Rights Act of 1964 with respect to race, color, or national origin; Title IX of the Educational Amendments of 1972, as applicable, with respect to sex; and relevant provisions of the Americans with Disabilities Act and the Rehabilitation Act, with respect to disability.

G. Objections of Conscience: The parties agree to acknowledge a student or faculty member's objections of conscience and will work to accommodate their concern in order to minimize or eliminate any impact.

H. Background Checks: The University acknowledges that placement of each student at the Site may be contingent upon provision of a background check information dated less than two years prior to the commencement of the clinical education placement, from a Vendor designated by the Site.

The Site acknowledges that the University is not responsible for the accuracy of the information provided through this check and that the Vendor's provision of this information does not relieve

the Site of any of its legal obligations related to these background checks. The Site understands and agrees that any information forwarded to it by the Vendor shall be held in strict confidentiality, accessed only by those with a need to know. Once the student has completed his or her internship at the site, any negative criminal background information received from the Vendor shall be deleted. The University does not certify the veracity of the records provided and the obligation to conduct appropriate background checks and any liability for non-compliance with this obligation remains the responsibility of Site. The University will not indemnify the Site for failure to perform any background checks required of the Site by state or local law.

I. Reservation of Rights: Both parties reserve the right to withhold placement of students enrolled in the School of Arts and Sciences for good reason, including the availability of adequate facilities and personnel to provide satisfactory work.

J. Entire Agreement: This Agreement represents the complete understanding between the University and the Site. It shall supersede prior oral or written understandings and promises relating to this subject matter.

IV. Authorization

THE CATHOLIC UNIVERSITY OF AMERICA

Tom Smith, Ph.D., Dean, School of Arts and Sciences, Date

J. Steven Brown, Ph.D., P.E.
Senior Vice Provost for Academic Administration

SITE:

Signature Date Name (please print)

Title