**Standard University Affiliation Agreement:**

**SAMPLE**

**GRAND VALLEY STATE UNIVERSITY**

**And**

## LOCAL AGENCY

**Non Medical**

**AFFILIATION AGREEMENT**

# BACKGROUND

 Under the terms of this Agreement, the [ENTER NAME OF PROGRAM] Program of Grand Valley State University (“**University**”) and Local Agency (“**Company**”) agree to establish and maintain a fieldwork experience program (“**Internship Program**”) for the educational experience of (“**Student**”).

# II. LENGTH AND DURATION OF AGREEMENT

 This Agreement shall be in effect for the period commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# III. PURPOSE OF THIS AGREEMENT

1. To establish conditions and internship guidelines for the development, implementation, and evaluation of the Internship Program.
2. To define joint and separate responsibilities and obligations of University, Company, and Student.

# IV. CONDITIONS AND GUIDELINES FOR THE DEVELOPMENT, IMPLEMENTATION, AND EVALUATION OF THE INTERNSHIP PROGRAM.

1. The purpose of the Internship Program is to provide fieldwork experience for Student while enrolled in the [ENTER NAME OF PROGRAM] degree program at University. Student wishes to participate in an internship on Company’s premises, and as such, the Internship Program is a required part of Student’s educational experience at University.
2. This Agreement is not an employment agreement between Student and Company or Student and University or University and Company. Therefore, Student shall not be deemed an employee of Company for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose because of his/her participation in the Internship Program.
3. Student shall receive three (3) credits for an internship lasting one hundred fifty (150) to three hundred (300) hours and six (6) credits for an internship consisting of three hundred (300) hours or more.
4. University certifies that the participation of Student in the Internship Program is with Student’s approval and consent. University guarantees that Student participating in the Internship Program is at least 18 years of age, is not a minor under Michigan law, and is not required to have a guardian under Michigan law.
5. Student shall participate in the Internship Program for the period specified in Section II of this Agreement.
6. During the period Student is a participant in the Internship Program, Company and Student may enter into an employment relationship. If Company and Student enter into such an employment relationship, Company and Student shall establish any and all terms of that employment relationship, including hours, wages, and fringe benefits. University shall not be a party to such an employment relationship. If Company and Student enter into such an employment relationship, that relationship shall be independent of, outside the scope of, and shall in no way modify or abrogate the obligations of University and Company under this Agreement, unless the parties expressly provide otherwise in writing.
7. Participation in the Internship Program does not establish any expectation that Company will employ Student upon completion of Student’s participation in the Internship Program.
8. University 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 the actions or omissions of University, its employees and students pursuant to this Agreement. Company 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 the actions or omissions of Company or its employees pursuant to this Agreement.
9. University, in consultation with Company, shall be responsible for establishing the curricular requirements of the Internship Program, which shall be in writing. Written requirements of the Internship shall be developed and approved jointly by the Internship Coordinator for the [INSERT NAME OF PROGRAM] Program at Grand Valley State University, or his/her designee, and Company’s designated Internship Supervisor, or his/her designee.
10. Any reports required of Student shall be submitted both to Company and to University.
11. Unless notification to the contrary by Company, all products, processes, methods and information, whether or not proprietary, which may come into the possession of University or Student while performing assignments in conjunction with the Internship Program, are and shall continue to be the property of Company. Neither University nor Student shall reveal them to anyone without the written consent of Company’s Internship Supervisor. In any event, when any such information shall put University or Student in a position whereby University personnel or Student obtain or conceive ideas from which patentable inventions, copyright, or trademark material or proprietary information may result, University and University personnel shall disclose to Company any such concept or ideas and shall assign to Company all of their legal rights in connection therewith without payment hereunder or otherwise. University and Student further agree that no Company data or data of Company’s client not in the public domain, may be used in any paper, article or book without the signed written consent of the Internship Supervisor.
12. University agrees to restrict disclosure of information obtained from Company to Student and to such University personnel who have a need to know such information for the purposes specified in this Agreement and who have been advised of and agree to the conditions set forth herein. University and Student agree that any material disclosed by Company which may contain information which is secret and proprietary to Company will be maintained as confidential and will receive the same degree of care it would normally receive in the protection of University’s or Student’s own proprietary information.
13. Company agrees to provide such information as University requests concerning Company’s evaluation of Student’s performance of her/his duties in the Internship. University shall have sole responsibility for evaluating Student’s performance in the Internship Program, including the assignment of any grade or course evaluation, utilizing information concerning Student’s performance provided by Company to the extent it deems appropriate. University agrees to cooperate with Company, including preparation and submission of an affidavit stating that University’s undertaking under this Agreement in seeking to dismiss or defeat any claim or lawsuit by Student against Company based upon Company providing information as part of an evaluation of Student’s performance in the Internship Program.
14. University agrees that if Student has a complaint about the information provided by a Company representative to University, (including information provided to any employee or representative of University) about Student’s performance in the Internship, Student’s Internship Coordinator (at the University) shall investigate the complaint and take whatever action he/she deems appropriate to his/her findings. Further, University agrees that if the Internship Coordinator’s investigation and action do not produce a result satisfactory to Student, Student may pursue an appeal under applicable University appeal procedures. Company agrees to cooperate fully with University in any such internal inquiry made by University.
15. University and Company each agree to be responsible for their own liability claims and costs arising out of the negligent acts, errors or omissions of their respective officers, employees and agents, for loss or damage occurring in connection with, or incident to or arising out of the occupancy, use, service, operation or performance of responsibilities or duties in connection with this Agreement where such liability is founded upon or grows out of the acts or omissions of any of their respective officers, employees, or agents.
16. If Student sustains an injury while performing an act growing out of or incidental to this Agreement, neither Company nor University shall be responsible in any manner for Student’s care and cost thereof.
17. Company shall have the right to request removal of any Student upon verbal and written notification to the Institution. Such notification shall set forth the basis for the request. The University shall comply immediately with the request for removal.
18. University shall be responsible for providing to the student accommodations required pursuant to the Americans with Disabilities Act that are not facility related. At least two weeks prior to the start of the internship experience, University shall notify Company of any facility related accommodations and/or access accommodations requested by the student and required pursuant to the Americans with Disabilities Act.
19. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws and the Family Educational Rights and Privacy Act (FERPA), which may be applicable to their respective activities under this program. Either party may terminate this Agreement upon thirty (30) day’s written notice. Any assignment made to Student while participating in the Internship Program shall likewise expire as of the date this Agreement is terminated

20. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or written, are hereby merged into this Agreement. This Agreement may not be modified or amended except by an instrument in writing executed by Company and by University.

21. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by telex or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any person or address as the respective party may designate by notice delivered pursuant hereto:

To Grand Valley State University: To Company:

 Program Coordinator

 \_\_ Name of Program Coordinator Name of Company Coordinator

 Department Department

 Address Address

This Agreement shall become effective as of and shall continue thereafter until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier by either party upon seven (7) day’s written notice of termination. Provided, however, that Student then receiving instruction in any education program covered by this Agreement shall be given an opportunity to complete the full Internship Program during that instructional period, if deemed reasonable and practicable by Company.

IN WITNESS WHEREOF, the parties execute this Agreement.

Grand Valley State University Company

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

 Name Name

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

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 Date Date