

AFFILIATION AGREEMENT BETWEEN

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND

THIS AFFILIATION AGREEMENT (“Agreement”) is entered into as of the Effective Date (the “Effective Date”, which shall be the date this Agreement becomes fully executed), by and between The Florida International University Board of Trustees (hereinafter “FIU”), and _____ (hereinafter the “Institution”), hereinafter collectively referred to as the “Parties”.

WHEREAS, FIU desires that individuals (“Students”) enrolled in its _____ program(s) (“Program”) obtain required educational and/or other experiences at the Institution (to the extent there is more than one location at which Students will attend, the locations shall be listed in an exhibit identified as Exhibit A);

WHEREAS, the Institution is willing to offer such experiences in recognition of the need to train Students; and

WHEREAS, it is to the benefit of both FIU and the Institution to cooperate in the educational preparation of Students so as to promote excellence in the field of studies, to ensure professional competence, to assure the availability of trained professionals to the community, and to provide maximum utilization of community resources.

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, FIU and Institution agree as follows:

- PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Institution shall provide access to a professional and learning environment and training tailored to the field of study for Students (“Experience”) who are in good standing with FIU and who are accepted for such training by the Institution.
- TERM AND TERMINATION.** The term of this Agreement shall be _____ (___) year(s) commencing _____ and ending _____. This Affiliation Agreement shall automatically renew for additional one (1) year periods, unless terminated as set forth herein. This Affiliation Agreement may be terminated by either Party upon thirty (30) days prior written notice by the other Party. Notwithstanding the foregoing, however, all Students currently participating or scheduled to participate in an Experience at the time of termination shall be given the opportunity to finish the Experience at Institution.
- RESPONSIBILITIES OF INSTITUTION.** In accordance with the terms and conditions of this Agreement and any Program-specific curriculum provided to Institution by FIU,

Institution agrees to provide an educational/professional and/or other experiences for Students in connection with the Program, and Institution shall:

- a) accept Students into Experiences, the number of which shall be determined at the reasonable discretion of Institution, based upon Institution's space, scope of services, and upon any other considerations as solely and absolutely determined by Institution.
- b) designate the following person(s) to serve for Institution as liaison(s) (hereinafter the "Institution Liaison"): _____. The contact information of the Institution Liaison is: _____.

The Institution Liaison will:

- (1) provide Students with an orientation of the Institution's facilities, or orientation packets about the Institution, which will include information about policies and procedures, including without limitation policies that relate to the Institution's confidentiality and other requirements.
 - (2) plan, administer and retain total responsibility for all aspects of the Students' Experience and assure qualified supervision of all activities in which the Students are engaged.
 - (3) determine, in its sole discretion, whether a Student has violated Institution's rules, regulations, policies, procedures or is otherwise a detriment to Institution's operations, staff or visitors, in which case FIU shall work with Institution in taking appropriate steps concerning the Student.
- c) acknowledge that student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by applicable state law, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than FIU. FIU agrees to provide guidance to Institution with respect to complying with the provisions of FERPA and similar state law. Institution agrees to treat all Student education records as confidential information and not to disclose such Student education records except to FIU and Institution officials who need the information to fulfill their professional responsibilities pursuant to this Affiliation Agreement, or as otherwise required or permitted by law.
 - d) provide access to cafeteria facilities, if available, for the Students. The cost of meals at same is to be paid by Students.
 - e) provide access to Institution library facilities, if available.
 - f) advise Students of risk of exposure to infectious diseases, including, without limitation, HIV infection, during the learning Experience, and that Institution is not responsible for unpreventable exposure.

- g) provide FIU Faculty with access to the Institution as needed to allow such Faculty to evaluate the Students and the experiences provided. If FIU Faculty are not typically on-site at Institution, Institution will allow such Faculty access to the Institution and Students upon reasonable notice to Institution.

The Parties acknowledge that each is subject to regulatory and compliance requirements with various external agencies, and each agrees to cooperate with the other Party to facilitate compliance with all regulatory requirements of the Institution and FIU, including but not limited to, permission for regulatory or accreditation reviewers to observe students and faculty engaged in educational and training experiences at the Institution or FIU.

4. **RESPONSIBILITIES OF FIU.** FIU shall:

- a) be solely responsible for any faculty assignment to the Institution.
- b) designate the following contact person at FIU with authority over the Program for which Student(s) is training: _____, whose contact information is _____. If any research is to be performed, the foregoing FIU individual shall be responsible for ensuring that all FIU policies and procedures are followed before any research work is performed at FIU relating to this Agreement, including without limitation that any compliance approvals are in place from, as applicable, the Institutional Animal Care and Use Committee (IACUC), the Institutional Review Board (IRB) or the Institutional Biosafety Committee (IBC) prior to the commencement of the research.
- c) present Students who have been approved by Institution and who have adequately fulfilled any stated requirements for the Experience (including, but not limited to any background check, drug screening, etc.). The foregoing notwithstanding, Students are responsible for meeting Institution's requirements and Institution is responsible for assessing whether Students have met any screening requirements unless the parties specifically agree otherwise.
- d) establish and maintain curriculum standards and educational policies that meet FIU standards and applicable licensing and accreditation requirements.
- e) retain overall responsibility for Students and administer, organize and operate the overall educational program and retain responsibility for the education of Students in and for FIU's program curriculum, its design, delivery, and quality including Student grading, progression, termination, or graduation from the program of study.
- f) educate Students to maintain the confidentiality of all records or information exchanged in the course of the Experience in accordance with Institution policies and all applicable federal and state laws, rules and regulation.
- g) ensure each Student provides for his or her own transportation, parking, meals and all other expenses not specifically provided for herein.

5. INDEPENDENT CONTRACTOR/ STUDENTS STATUS.

- a) The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither Party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
- b) No Student will be deemed to be an employee, agent or volunteer of the Institution by virtue of participation in the Program, nor will the Institution be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Experience. Further, no Student will be covered under the Institution's Worker's Compensation, social security, or unemployment compensation programs while participating in the Experience.

6. INSURANCE AND INDEMNIFICATION.

- a) FIU maintains general liability coverage with the State of Florida Risk Management Trust Fund for its faculty and employees; coverage is provided to the limits of the State's waiver of sovereign immunity, \$100,000 per person, \$200,000 per occurrence. A copy of this certificate of insurance will be provided to Institution upon request.
- b) Each Party's Responsibility. The Parties agree to indemnify and protect each other subject to the provisions of this section and, as to FIU, within the limitations of Florida Statutes, Section 768.28, as amended from time to time. To the extent allowed by Section 768.28 of the Florida Statutes, all employees and agents of FIU acting within the scope of this Agreement shall be entitled to sovereign immunity. Each party agrees to be liable for the activities of its respective trustees, officers, employees, and agents (collectively referred to as "personnel"). Institution agrees to indemnify and hold harmless FIU, The Florida International University Board of Trustees, the Florida Board of Governors, the State of Florida and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of Institution, or Institution's employees or agents. FIU agrees to indemnify and hold harmless Institution and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of FIU, or FIU's employees or agents.
- c) Force Majeure. If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, acts of government, pandemic, epidemic, quarantine, local, state or national emergency declarations, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of either organization, either Institution or FIU is hindered in performing its obligations

hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that organization shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Institution or FIU is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU and Institution would have at least one (1) month to coordinate the resumption of activities per this Agreement.

7. **MISCELLANEOUS.**

- a) Assignments. This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning party.
- b) Third Party Obligations. This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any cause of action in any third parties, including without limitation, the Students.
- c) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- d) Entirety of Agreement. This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- e) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g) Notices. All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Such notices shall be delivered to the following:

Institution Representative: _____

Attn: _____
Email: _____

FIU Representative: Florida International University
11200 SW 8th Street, _____
Miami, FL 33199
Attn: _____
Email: _____

- h) Authority. Each signatory to this Agreement personally represents that, to the best of his/her knowledge, he/she has authority to legally bind his/her respective party to this Agreement. The signatories are not otherwise parties to this Agreement, except as elsewhere set forth in this Agreement.
- i) The Parties agree not to discriminate on the basis of race, color, religion, age, gender, national origin, marital status, disability, sexual orientation, or any factor protected by law.
- j) Invalidity. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

INSTITUTION

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Elizabeth M. Bejar, Ph.D.
Provost, Executive Vice President & COO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form & Legal Sufficiency:

By: _____
FIU Attorney
Date: _____