



**Community Partner Handbook
for Enrollment-Based Internships**

2024-2025

Table of Contents

Introduction	3
Contact Information	3
What is an Enrollment-Based Internship?	4
NACE Characteristics of a Good Internship	4
Benefits of Enrollment-Based Internships.....	6
Benefits for Your Organization:	6
Benefits for Students:	6
Setting Internship Goals and Crafting a Position Description	6
Enrollment-Based Internship Program Roles and Responsibilities	8
Responsibilities of the Community Partner.....	8
Role of the Site Supervisor	8
Responsibilities of FIU Interns	9
Roles and Responsibilities of the College and Its Academic Units.....	9
Role of the Academic Unit.....	9
Role of the College of Arts, Sciences & Education	10
Establishing an Affiliation Agreement with FIU	10
General CASE Internship Guidelines for Community-Based Placements.....	11
Appendix 1 Offer Letter Template	12
Appendix 2 Internship Student Survey	13
Appendix 3 Affiliation Agreement (Non-Healthcare-Related)	14
Appendix 4 Affiliation Agreement (Healthcare-Related).....	15

Introduction

Internships provide students with numerous advantages, including work experience, professional networking, and skill development, all of which can give students a competitive edge when entering the job market. For these reasons, the College of Arts, Sciences & Education (CASE) seeks to encourage and support the efforts of academic units to provide their students with internship opportunities.

This handbook outlines procedures and guidelines for community-based organizations interested in hosting CASE students who enroll in an internship course —whether for credit or zero credit. These internships allow students to gain real-world experience while having their experiences recorded on their academic transcript and earning academic credit if they enroll in the internship course for credit.

References:

[Intern Hiring Up More Than 9% for 2022-23 Academic Year \(nacweb.org\)](https://www.nacweb.org/internship-co-op-survey-executive-summary.pdf)

[internship-co-op-survey-executive-summary.pdf](https://www.nacweb.org/internship-co-op-survey-executive-summary.pdf)

Galbraith, D., & Mondal, S. (2020). *The potential power of internships and the impact on career preparation. Research in Higher Education Journal*, 38, 1-9.
<https://www.aabri.com/manuscripts/193162.pdf>

Contact Information

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What is an Enrollment-Based Internship?

FIU follows the definition of an internship provided by the National Association of Colleges and Employers (NACE), which is as follows:

“An internship is a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting. Internships give students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths and give employers the opportunity to guide and evaluate talent.”

Enrollment-based internships allow students to earn academic credit for their work by enrolling in an internship course. They are overseen by an internship instructor and an on-site supervisor who provides guidance throughout the internship.

NACE Characteristics of a Good Internship

- *A learning experience with a real-world opportunity to apply the knowledge gained in the classroom. It must not be simply to advance the operations of the employer or replace the work that a regular employee would routinely perform.*
- *Learned skills and knowledge that are transferable to other employment settings.*
- *A defined beginning and end that is mutually agreed upon and consistent with institutional sponsor guidelines and schedules.*
- *A position description with clear responsibilities and required/desired qualifications.*
- *Clearly defined learning objectives/goals supportive of the student’s academic program goals and institutional requirements.*
- *Direct supervision by a professional(s) with relevant expertise and educational and/or professional experience who provides productive feedback, guidance, and the resources and equipment necessary to successfully complete the assignment.*

Internships may be paid or unpaid. Research has shown that while paid internships may offer more advantages, both paid and unpaid internships benefit students and employers (Rothschild & Rothschild, 2020). The Fair Labor Standards Act specifies the conditions an unpaid position must meet to be considered an internship.

1. The extent to which the intern and the employer clearly understand that there is no expectation of compensation. Any promise of compensation, express or implied, suggests that the intern is an employee—and vice versa.
2. The extent to which the internship provides training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
3. The extent to which the internship is tied to the intern’s formal education program by integrated coursework or the receipt of academic credit.
4. The extent to which the internship accommodates the intern’s academic commitments by corresponding to the academic calendar.
5. The extent to which the internship’s duration is limited to the period in which the internship provides the intern with beneficial learning.

6. The extent to which the intern's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
7. The extent to which the intern and the employer understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship.

References:

[NACE's Guide to Internships \(naceweb.org\)](http://naceweb.org)

[Internship Meaning and Definition: A NACE Guide \(naceweb.org\)](http://naceweb.org)

Rothschild, Philip C. and Rothschild, Connor L. (2020) "The Unpaid Internship: Benefits, Drawbacks, and Legal Issues," *Administrative Issues Journal*: Vol. 10: Iss. 2, Article 5. Available at: <https://dc.swosu.edu/aij/vol10/iss2/5/>

Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act
<https://www.dol.gov/whd/regs/compliance/whdfs71.htm>

Benefits of Enrollment-Based Internships

According to NACE, employers highly regard internships as an effective recruiting strategy for new college graduates. Bringing an intern on board for a semester offers numerous advantages for both your organization and the student.

Benefits for Your Organization:

1. **Fresh Perspectives and Innovation:** Academic internships consistently provide a source of motivated pre-professionals throughout the year. Interns bring new ideas and viewpoints, which can spark innovation and creativity within your team.
2. **Mentorship Opportunities:** Your staff will have the chance to mentor interns, share their expertise, and contribute to shaping the next generation of professionals. Academic internships provide opportunities for staff to develop and refine supervisory skills.
3. **Assessment and Training:** Internships provide a low-risk way to evaluate and train potential future employees. Students enrolled in internship courses for academic credit are typically more committed and perform well, as their grades depend on their performance. They work closely with an instructor and are motivated to succeed.
4. **Cost-Effective Solutions:** Interns can assist with special events and short-term projects, offering a cost-effective solution for managing these tasks.
5. **Increased Visibility and Collaboration:** Hosting interns elevates your organization's presence on campus and strengthens its brand among students and faculty. It also allows for deeper connections with FIU, paving the way for future partnership opportunities and collaborations.

Benefits for Students:

1. **Essential Experience:** Internships provide real-world experience and skills, making students more competitive candidates in the job market.
2. **Academic Commitment:** Students enrolled in internship courses for academic credit get real-world job experience and can earn credit toward their degree.
3. **Test Drive a Career:** An academic internship lets students explore potential career paths while still in school so they can figure out what's right for them.

By offering academic internships, your organization supports students' professional growth and gains a strategic talent acquisition and development advantage.

Setting Internship Goals and Crafting a Position Description

Internships should provide challenging and educational experiences. Clearly defining internship goals and creating a detailed position description are essential to ensuring that all students and employers have clear expectations and responsibilities.

When setting goals for the internship, consider the following:

- **Intern Responsibilities:** Outline the intern's specific duties and responsibilities to clarify what they will be accountable for.
- **Qualifications:** Specify the qualifications required for the intern, such as communication skills, technical abilities, or other relevant competencies.
- **Supervision:** Identify the intern's supervisor and ensure that this person has the time, expertise, and positive attitude necessary to mentor the intern effectively.

Use the following guidelines to craft a comprehensive job posting:

1. **Organization Details:** Include the organization's name, phone number, website, and a brief description of the organization, including its mission, values, and primary focus areas.
2. **Contact Information:** Provide the name, title, phone number, and email address of the organization's internship coordinator.
3. **Internship Title:** Clearly state the title of the internship position.
4. **Department/Team:** Indicate the department or team where the internship will take place.
5. **Position and Objectives:** Provide a clear description of the position, including the objectives of the internship.
6. **Responsibilities:** Detail the duties and specific projects the intern will work on.
7. **Training:** If applicable, list any training or professional development that will be provided.
8. **Internship Timeline:** Specify the available semester(s) and internship duration, including start and end dates.
9. **Work Hours:** Indicate the number of hours expected per week.
10. **Internship Type:** Specify whether the internship is in-person, hybrid, or remote.
11. **Location:** Provide the work site address where the internship will be completed.
12. **Compensation:** Include information about any compensation or incentives offered.
13. **Skills and Qualifications:** Outline the necessary and preferred skills, knowledge, and abilities for the position.
14. **Education and Experience:** State the minimum academic and experience requirements.
15. **Application Process:** Explain how to apply for the internship, including the application deadline and contact person for applications, if different from the internship coordinator.
16. **Citizenship Requirements:** Note any U.S. citizenship eligibility requirements.

Enrollment-Based Internship Program Roles and Responsibilities

Responsibilities of the Community Partner

The community internship partner provides students with experience that meets the standards for internship programs under the Fair Labor Standards Act and in accordance with FIU policy. The community internship partner should:

- Provide the student with an orientation of the company's facilities, policies, and procedures, including, without limitation, policies that relate to the company's confidentiality and other requirements.
- Provide the student with meaningful work experience related to the student's program. Activities that do not constitute a meaningful work experience include but are not limited to clerical work (making copies, filing, organizing, etc.), making coffee, running errands, and tasks unrelated to the student's program of study. The student may not be assigned to these activities as part of their regular duties with the company.
- Designate a qualified professional to supervise the intern.
- Provide the program information needed to determine the student's grade in the course, which may include a student evaluation survey.
- Provide resources to support the student in completing assigned duties/tasks.
- Provide supervision of the student's work and feedback to aid in the student's professional development.
- Be responsible for determining if the student meets screening or other eligibility requirements.
- Communicate concerns or problems with a student to the internship instructor or liaison.
- Provide a safe and structured work environment.
- Ensure compliance with [FIU's internship policies](#).

Student interns often have demanding and non-traditional schedules. Therefore, community internship partners should be flexible in adjusting internship schedules during midterms, final exams, and academic breaks or holidays.

To ensure clarity and alignment of expectations, community partners should provide students with an official offer letter upon selection for an internship. This letter should include the organization's name, address, primary contact information, and the intern's start and end dates. Also, it should specify whether the internship is paid or unpaid, the expected hours per week, the name and contact information of the assigned supervisor, and a brief outline of the intern's key responsibilities. For reference, a sample letter is provided in Appendix 1.

Role of the Site Supervisor

When selecting a supervisor for the intern, it is essential that the supervisor be accessible to answer questions, provide guidance, and share expertise and experience. The supervisor should also be

dedicated to training and mentoring and have a clear understanding of both the intern's role and the organization's goals.

The success of the internship relies on careful planning and the support of a committed on-site supervisor. This individual will oversee the intern's daily activities, guide their tasks and responsibilities, and offer regular feedback. Additionally, the academic unit offering the internship course may ask the supervisor to complete an end-of-semester evaluation of the intern's performance in the internship.

Responsibilities of FIU Interns

Students must play an active role to derive the maximum benefits from their internship experience. Students must fulfill the internship position requirements and conduct themselves professionally. Additionally, students should:

- Follow company policies and rules.
- Fulfill responsibilities assigned by the company, including the agreed work schedule.
- Adhere to the FIU Student Code of Conduct at all times.
- Report any concerns during the internship experience to the program.
- Meet the minimum hour requirement as established by the program.
- Regularly communicate with their on-site supervisor and internship instructor.
- Complete all academic requirements outlined in the internship course syllabus.
- Complete the end-of-semester internship experience student survey [see Appendix 2].

Roles and Responsibilities of the College and Its Academic Units

Role of the Academic Unit

Each participating academic unit should designate an internship liaison who will coordinate internships at the unit level and serve as the main point of contact with the CASE Internship Administrative Team. Responsibilities of the internship liaison include:

- Collaborate with the CASE Internship Administrative Team to enhance internship programs.
- Handle affiliation agreements with community partners.
- Coordinate internship placements and manage the student enrollment process.
- Offer support to faculty interested in developing internship opportunities.
- Serve as a resource for students and Community Internship Partners (CIPs).

Additionally, academic units may designate multiple faculty members as internship instructors. Responsibilities of the internship instructor include:

- Facilitate student enrollment in internship courses.
- Define the academic requirement(s) for the internship.
- Develop and maintain the course syllabus.
- Develop an learning plan with the student.
- Review and sign the internship agreement.

- Calculate and submit final grades for interns.
- Maintain communication with students and the internship site(s) as necessary.
- Address and resolve any issues or concerns related to internship placements.

Role of the College of Arts, Sciences & Education

The College of Arts, Sciences & Education (CASE) is committed to enhancing student internship opportunities as part of a university-wide initiative. The CASE Internship Administrative Team supports academic units by fostering partnerships with community organizations through the following activities:

- Identifying potential internship opportunities, promoting these opportunities to students, and tracking student enrollment and participation.
- Serving as a liaison between prospective community partners and academic departments to ensure effective communication.
- Maintaining up-to-date records of available internship sites and student placements.
- Collaborating with departments to monitor post-internship employment outcomes.

Establishing an Affiliation Agreement with FIU

Community-based organizations are encouraged to establish an Affiliation Agreement with the university to host FIU students for internships as part of an academic course, whether for credit or no credit. This agreement outlines the responsibilities of both parties.

There are two versions of the standard Affiliation Agreement:

- Non-healthcare-related (Appendix 3)
- Healthcare-related (Appendix 4)

If your organization would like to regularly host FIU interns, an FIU representative will initiate the Affiliation Agreement process using DocuSign. You will be asked to provide the following information:

- Official Name of your organization
- Representative and Signatory Information: the name(s) and email address(es) of the individual(s) who will serve as the main point of contact and the authorized signatory for your organization

It may take up to two weeks after submission for the form to be processed.

If needed, your organization may request modifications to the standard agreement. Such requests will be reviewed by FIU's Office of General Counsel and approved if appropriate. The final authority to approve the agreement rests with the university. Please note that approval of changes may take several weeks. Your organization will receive a copy of the executed agreement through DocuSign.

Organizations interested in partnering with FIU and establishing an Affiliation Agreement are encouraged to contact the appropriate academic department or email caseinternships@fiu.edu for more information.

General CASE Internship Guidelines for Community-Based Placements

The following guidelines apply to enrollment-based internships completed at community sites.

1. Students are responsible for identifying internship opportunities and securing a placement.
2. Internship periods are usually one semester, with dates corresponding to FIU's official calendar. For internships extending beyond one semester, students must register for each term during which they are participating to earn academic credit.
3. Students must be enrolled in an internship course during the semester they are completing their internship. Academic credit is earned during this enrollment period.
4. The student must complete the agreed-upon work schedule as approved by the program and/or internship site.
5. The objective of the internship is for the student to have practical experience related to their FIU coursework.
6. Students should meet with their internship instructor before the start of the internship semester to discuss an internship learning plan, including the internship's goals and objectives, and to ensure alignment with their coursework.
7. Once an internship is secured, the student must submit the enrollment request, which is available on the CASE Internships website.
8. Students must submit their enrollment requests by the specified deadline to ensure they are processed and approved in time for enrollment in the desired semester.
9. Before the internship begins, the student, faculty supervisor, and on-site supervisor should sign an Internship Agreement. The student must also sign a Release of Assumption of Risk form. These forms are required for each separate internship experience.
10. Enrollment in internship courses is by permission.
11. A qualified employee should supervise students at the internship site.
12. The on-site supervisor should provide the student performance feedback and complete an evaluation of the student intern before the semester ends. The evaluation may contribute to the student's final grade in the internship course.
13. The internship instructor is responsible for assigning the final grade.
14. Internships may be paid or unpaid.
15. Students must adhere to [FIU's Student Code of Conduct](#) during their internship.

[Date]

[Intern's Name]

[Intern's Street Address]

[City, State, Zip Code]

Subject: Internship Offer – [Title of Intern Position]

Dear [Intern's Name],

On behalf of [Organization Name], I am pleased to offer you an internship position within our [Department Name]. Your role as a [Title of Intern Position] will be based at our [Street Address, City, State, ZIP Code] office, and this position is [in-person, hybrid, or remote].

The internship will begin on the first day of the [Semester] [Year] semester and end on the last day of the semester. The duration of the internship may be extended to additional semesters. This [paid/unpaid] opportunity requires [X hours per week] over [number of weeks]. You will report to [Supervisor's Name, Title] in this role.

As an intern, you will be responsible for the following duties:

[List key responsibilities]

Please note that this offer is contingent upon completing [position requirements, e.g., background check]. Should you have any questions regarding this offer or your role, please contact [Contact's Name, Phone Number, and Email Address].

We are excited to welcome you to our team and look forward to your contributions during your internship. Best wishes for a rewarding and successful experience with [Organization Name].

Sincerely,

[Supervisor's Name]

[Supervisor's Title]

[Supervisor's Email Address]

[Supervisor's Phone Number]

CASE Internship Student Survey

Q1 You enrolled in the internship course below this semester. Please answer the survey questions about your internship experience related to this course. The information you provide us will be important in determining the value of your internship experience, both for you and for future student interns.

If you enrolled in multiple internship courses or with two different professors, you will receive a separate survey for each. Please complete all surveys.

Course:

Course Section:

Course Description:

Professor:

Enrollment Term:

Q2 Did you complete your internship at an on-campus facility of Florida International University (e.g., FIU lab, research facility, office, classroom, or sports facility)?

☐ Yes

☐ No

Q3 What is the name of the company or organization where you completed your internship this semester?

Q4 Please provide the name and email address of your supervisor at the internship site.

☐ Site Supervisor Name

☐ Site Supervisor Email

Q5 Survey Questions

	Please select the best answer				
	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
The internship was a good match for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The work I was assigned was what I expected to be doing.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I received sufficient support in the form of supervision.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I received sufficient training and guidance during my internship.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I acquired skills and information that will help me reach my academic goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I acquired skills and information that will help me reach my professional goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I made connections that will help me reach my professional and/or academic goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I felt valued while working at the organization.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Q6

Any additional comments to the questions above:

Q7 Would you recommend this internship to other students?

☐ Yes

☐ No

Display This Question:

If Would you recommend this internship to other students? = No

Q8 Please explain why you would not recommend this internship to other students.

Q9 Overall, I rate this internship experience as (select one below).

☐ Excellent

☐ Very Good

☐ Good

☐ Fair

☐ Poor

Q10 Did you receive an employment offer from your internship site?

☐ Yes

☐ No

Display This Question:

If Did you receive an employment offer from your internship site? = Yes

Q11 Did you accept the offer?

☐ Yes

☐ No

Q12 What did you like best about this internship experience?

Q13 What would have made this internship better?

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:

1. **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.
2. **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.
3. **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: _____

AFFILIATION AGREEMENT BETWEEN
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
AND

THIS AFFILIATION AGREEMENT, entered into and effective_____, 20 (the “Effective Date”), is between the Florida International University Board of Trustees (hereinafter “FIU”), and _____ (hereinafter the “Facility”), hereinafter collectively referred to as the “Parties”;

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

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

WHEREAS, it is to the benefit of both FIU and the Facility to cooperate in the educational preparation of Students so as to promote excellence in patient care, to ensure professional competence, to assure the availability of future health care providers and services 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 Facility agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines pursuant to which Facility shall provide access to clinical and/or other experiences for Students (“Experience”) who are in good standing with FIU and who are accepted for such training by the Facility.
2. **TERM AND TERMINATION.** The term of this Agreement shall be_____() year(s) commencing_____and ending_____. This Affiliation Agreement may be amended, terminated, extended or renewed upon mutual written agreement of the Parties. This Affiliation Agreement may be terminated by either Party upon Ninety (90) 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 Facility.

3. **RESPONSIBILITIES OF FACILITY.** In accordance with the terms and conditions of this Agreement and any Program-specific curriculum provided to Facility by FIU, Facility agrees to provide clinical and/or other experiences for Students in connection with the Program, and Facility shall:
- a) Accept Students into Experiences, the number of which shall be determined at the reasonable discretion of Facility, based upon Facility's space, patient population, and upon any other considerations as solely and absolutely determined by Facility.
 - b) Designate a person(s) to serve for Facility as liaison(s) (hereinafter the "Facility Liaison"), and provide FIU, in writing, the name of the Facility Liaison prior to the start of the educational experience(s), who will:
 - (1) Provide Students with an orientation of the Facility's facilities, or orientation packets about the Facility, which will include information about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Facility's confidentiality requirements, and on regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
 - (2) Plan, administer and retain total responsibility for all aspects of patient care and assure qualified supervision of all patient activities.
 - (3) In its sole and absolute discretion at any time, summarily relieve a Student from a specific assignment, or request that a Student leave a patient care area or withdraw any Student from its facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Facility or is detrimental to patients or others. Facility shall use reasonable efforts to notify FIU of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Facility, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Facility's operation. FIU agrees to immediately communicate and implement as appropriate the Facility's determination to withdraw such Student from Facility's facilities.
 - c) The parties acknowledge that many 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 Facility with respect to complying with the provisions of FERPA and similar state law. Facility agrees to treat all Student education records that are specifically identified as such by the parties confidentially and not to disclose such Student education records except to FIU and Facility 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 Facility library facilities, if available.
- f) Provide or arrange for the provision of appropriate treatment and follow-up when Students are exposed to infectious or environmental hazards or other occupational injuries occurring at the Facility. Facility is responsible for making available (at the Student's expense) initial and precautionary medical care if students are exposed to infectious or environmental hazards or if Students receive other occupational injuries at the Facility during the Experience. Facility shall notify the Program Director of any situation where a Student requires emergency medical care while at the Facility. Facility shall not be responsible for the payment of any fees or costs related to any medical care provided to Students.
- g) Provide FIU Faculty with access to the Facility as needed to allow such Faculty to evaluate the Students and the experiences provided. If FIU Faculty are not typically on-site at Facility, Facility will allow such Faculty access to the Facility and Students upon reasonable notice to Facility, and only those Faculty who otherwise practice within the Facility shall be required to be credentialed by Facility.
- h) Facility shall be, at all times, responsible for the clinical actions in its facilities, and shall have ultimate responsibility for all clinical decisions made on its patients.
- i) The parties acknowledge that each is subject to regulatory and accreditation compliance with various external agencies, and each agrees to cooperate with the other party to facilitate compliance with all regulatory and accreditation requirements of the Facility and FIU, including but not limited to, permission for regulatory or accreditation reviewers to observe students and faculty engaged in educational and clinical experiences at the Facility or University.

4. RESPONSIBILITIES OF FIU. FIU shall:

- a) Be solely responsible for any and all appointments to its faculty.
- b) Provide a contact person at FIU with authority over the program for which Student(s) is training.
- c) Present Students who (i) have completed Facility's application and been approved by Facility, (ii) have adequate preclinical instruction and (iii), in the discretion of the Facility have adequately fulfilled the preclinical requirements for the Experience (including, but not limited to any background check, drug screening, immunizations and/or immunity, etc). The foregoing notwithstanding, Students are

responsible for meeting Facility's application requirements and Facility is responsible for assessing whether Students have met preclinical 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 Facility policies and all applicable federal and state laws, rules and regulation, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and.
- g) Ensure each Student provides for his or her own housing, 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 Facility by virtue of participation in the Program, nor will the Facility 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 Facility's Worker's Compensation, social security, or unemployment compensation programs while participating in the Experience.

6. INSURANCE AND INDEMNIFICATION.

- a) Insurance of School. FIU shall, at all times during the term of this Agreement, maintain occurrence-based, self-insurance policy as applicable. Notwithstanding the foregoing, FIU is a political subdivision of the State of Florida and is therefore, entitled to sovereign immunity as detailed in Section 768.28, Florida Statute. Self-Insurance shall be provided pursuant to the authority of Section 1004.24, Florida

Statutes and BOG Regulation 10.001. To the extent that the State of Florida, on behalf of the Board of Governors and the University Board of Trustees (“FIUBOT”), has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, FIUBOT is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000) and for total claims or judgments arising out of the same incident or occurrence in a total not exceeding Three Hundred Thousand Dollars (\$300,000). While in the course and scope of an approved FIUBOT course of study or training program and when no subject to the immunity as described in section 768.28, Florida Statutes, students of University are protected against claims and actions which arise from their negligent acts or omissions by occurrence-based professional and patient general liability insurance coverage through the FIU Self-Insurance Program in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

- b) Insurance of Facility. Facility agrees that it shall maintain general and professional liability insurance for itself and its employees, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Facility further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the Facility and its employees during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. A copy of this certificate of insurance will be provided to FIU upon request.
- c) Each Party’s Responsibility. Each party agrees to be (i) fully responsible for its acts of negligence or its employees’ acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. As to FIU, the foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provision of that statute. Nothing herein shall be construed as making FIU responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying FIU or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of FIU to be sued; or iii) waiver of sovereign immunity of FIU beyond the waiver described herein and provided in Section 768.28, Florida Statutes.

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) Performance. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- d) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- e) 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.
- f) Cooperation. A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.
- g) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Parties.
- h) 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.
- i) 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:

Facility Representative:

Attn: _____

FIU Representative:

The Florida International University
11200 SW 8th Street, _____
Miami, Florida 33199
Attn: _____

- j) 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.

- k) 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.
- l) 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.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

By: _____

Date of Signature: _____

By: _____

—
Elizabeth M. Bejar, Ph.D.
Provost, Executive Vice President and
COO

Date of Signature: _____