

EDUCATIONAL AFFILIATION AGREEMENT
(CAMPUS)
and
(FACILITY)

This Agreement made and effective this _____ day of _____, 20__ by and between _____, (the "Facility"), and the UNIVERSITY OF MAINE SYSTEM, acting by and through the University of _____ (the "University"), shall be for the purpose of establishing a practical educational experience within the following educational program: _____ (the "Program").

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the parties hereto agree as follows:

1. THE FACILITY AGREES TO:

- a. Provide educational experiences and opportunities for learning to students of the University under the supervision of _____ professionals employed by the Facility.
- b. Plan cooperatively with University faculty so that the students' learning experiences are designed to achieve those educational purposes as determined by the faculty.
- c. Comply with all regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids.
- d. Assume responsibility for the orientation of the students and faculty to rules, regulations, policies and procedures of the Facility insofar as they pertain to the activities of the students while participating in the Program.
- e. Provide for the ongoing coordination of the student's learning experiences at the Facility through the person of the _____ or her/his designee.
- f. Make available to the students and the faculty of the University resources, facilities and opportunities for learning experiences in specific subject matters and at fixed times, and to a designated number of students, all agreed upon in writing in advance.
- g. Provide agreed upon space at Facility for the use of faculty and student conferences to the extent that space is available.
- h. Allow the University to list the Facility in its catalogs, student recruitment efforts,

etc.

- I. Provide initial emergency care, if available, for students who are injured or become ill while on duty in an assignment at the Facility.
- j. The Facility agrees to indemnify and hold the University harmless from and against any and all claims, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the Facility, the student and its other employees, or agents, arising out of or in connection with the Facility's participating in the Program pursuant to this Agreement.
- k. The Facility agrees to maintain records and reports required by the University for conducting the educational program. The Facility agrees to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information that could result in substantial harm or inconvenience to the student.
- l. The student will be an employee of the Facility. The student will not be an employee of the University for any purpose and will not be entitled to any benefits from the University. No University retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, worker's compensation and similar benefits available to University employees will accrue to the student. Facility will be responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to, employment, labor, hours of work, working conditions, workers' compensation, payment of wages and payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons as required by law.

2. THE UNIVERSITY AGREES TO:

- a. Conduct the Program in accordance with the philosophy and policies of the University, the Facility and other associations affecting this Program.
- b. Provide for the ongoing coordination of the Students' learning experiences at the Facility through the _____, or his/her designee.
- c. Explain the philosophy and purposes of the Program to the Facility.
- d. Furnish the Facility with the educational objectives, the required student curriculum and names of students receiving instruction.

- e. Describe to the Facility the criteria for the selection of learning experiences for students.
- f. Plan and evaluate cooperatively with the Facility students' learning experiences at the Facility.
- g. Arrange cooperatively for the orientation of students to the Facility, and encourage in the students appropriate attitudes and relationships as members of the Facility in order to engender a cooperative spirit.

3. BOTH PARTIES AGREE:

- a. University and the Facility shall communicate at least once during each educational affiliation to discuss issues of mutual concern and to decide whether any changes or alteration in the Program or Agreement are necessary. Onsite visits will be arranged as the situations warrants.
- b. At no time shall either party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veteran status. The University encourages the Facility in the employment of individuals with disabilities.
- e. Both parties agree to be responsible for their own equipment used in the activities of the Program.
- f. This Agreement may be terminated by the mutual assent of both parties or by either party upon ninety (90) days written notice to the other party.
- g. This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement shall be subject to change after discussion and due consideration by both parties with their mutual consent. Any such change must be stated in writing and signed by both parties prior to being enforceable.
- h. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
- I. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (I) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent

contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement this _____ day of _____, 20__.

FACILITY

UNIVERSITY OF MAINE SYSTEM

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____