

NAME:9441

to as the "UNIVERSITY")

The University and the Affiliate agree to establish a cooperative relationship that supports the education and experiential learning of students of the University ("Student(s)") under the terms and conditions set forth herein. The parties agree as follows:

1. Purpose: The parties wish to establish a program that provides Students an opportunity to acquire experience through an internship with the Affiliate in a professional setting prior to graduating from the University ("Internship"). The Affiliate has suitable experiences, supervisors, and facilities available for the educational experience of the Student. It is mutually beneficial to the University and Affiliate to have the Student participate as an intern at the Affiliate's site location

9. Inspection: The Affiliate will permit, on reasonable notice and request, the inspection of the Affiliate's facilities by the University or other agencies charged with responsibility for accreditation of the University

10. Term: The term of this Agreement shall be for a period of three (3) years, commencing on the first date written above. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other; provided, however, that if a Student performing an Internship on the date of the Affiliate's notice, then any such termination shall not become effective for twelve (12) months until the end of the Student's Internship.

11. Compliance with Laws, Nondiscrimination: Each party will each comply with all state and federal laws applicable to this Agreement. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of any legally protected characteristic, including but not limited to: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

12. Confidential Information:

a. Each party agrees to hold the other party's confidential information in confidence. Each party will exercise its best efforts to safeguard each other's confidential information. Such precautions will be at least as great as those that either party takes to protect its own confidential information. Each party will disclose the other party's confidential information to its employees or consultants only as a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the Agreement, it will be, at the option of the owning party, returned to its owner or destroyed. This provision shall survive termination of this Agreement.

b. The Affiliate shall adhere to the requirements of the Family Educational Rights and Privacy Act (FERPA) USC §1232 et. seq. to the extent it maintains any student records.

13. Liability Provisions

a. The Affiliate shall defend, indemnify, and hold harmless the University, its governance board, agents, officers, employees and Students from and against all claims, damages, losses, and expenses arising from the acts, errors, mistakes, omissions, work or services performed by the Affiliate, its agents, employees and sub-contractors, in the performance of this Agreement.

b. The Affiliate shall maintain in full force and effect at all times during the Term of this Agreement commercial general liability insurance and other customary and reasonable insurance coverages for its employees, officers, and agents in the performance of this Agreement, and the means for defense and payment of claims that may arise against the Affiliate or such individuals.

a. This Agreement and any Internship Plan to be attached hereto constitute the entire agreement between the parties. The parties may modify this Agreement by a subsequent written amendment executed by the parties.

b. This Agreement shall b.m(s)6.)7t s)1.y k(r)48-(t s)1d (ha)1d()T TJO Tc 0 Tw 22.60 Td()TjEMC /LBO employment or other agency relationship between the University and the Affiliate.

f. The rights and duties of this Agreement are not assignable except with the express written consent of the other party to this Agreement.

: Affiliate represents and warrants that it is in compliance with all federal, state and local laws, regulations, executive orders, protocols and guidance, including OSHA and CDC guidance, for operations during the COVID-19 pandemic and that, prior to commencement of the educational programs, Affiliate will:

- a. provide to students Affiliate's specific rules and regulations for operations during the COVID-19 pandemic,
- b. instruct students on the specific COVID-19 operating practices and the proper use of Personal Protective Equipment (PPE) associated with the risk level of the work to be performed by the students as recommended by the CDC, and
- c. provide students

: The parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective parties and that the parties agree to the terms and conditions of this Agreement as shown by the signatures below.

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

