

# Affiliation Agreement

This Agreement is effective \_\_\_\_\_, 20\_\_, and is entered into by and between Seattle University, its School of Theology & Ministry, a Washington nonprofit institution of higher education (hereinafter referred to as the "University"), and the undersigned (hereafter referred to as the "Organization"). Throughout this Agreement, Organization and University may be individually referred to as "Party" and collectively as "Parties."

## RECITALS

WHEREAS, as part of its internship curricula supporting various disciplines, University provides students the opportunity to work in placements supporting various local community partners ("Program") and gaining experience in their discipline.

WHEREAS, the Organization desires to participate in the Program to provide University students with internship experiences, and to obtain the benefits of working with University students and faculty members in areas that are of particular interest to the Organization.

NOW THEREFORE, in consideration of the mutual promises in this agreement, the Parties agree as follows:

## AGREEMENT

### 1. THE UNIVERSITY AGREES:

- 1.1. To assign students to the Organization during the academic year as agreed to by the parties.
- 1.2. To assign only those internships whose course objectives align well with the mission and needs of the Organization.
- 1.3. To provide faculty member(s) who will assume full responsibility for the instruction, administration, and evaluation of the students' educational program; provided, however, that the Organization is and remains exclusively responsible for the care of its clients.
- 1.4. To provide the Organization with the following essential data in advance of the students' start dates:
  - 1.4.1. The number of students interning with the Organization.
  - 1.4.2. The dates of University vacations and holidays.
  - 1.4.3. The name(s) of the sponsoring faculty/internship coordinator(s) for internships with the Organization.
  - 1.4.4. The deadline for internship completion.
- 1.5. To take the responsibility for providing students with an orientation covering the mission of the University, responsible behavior when working with the Organization, safety, and other logistics that are necessary to consider when participating in an internship.

### 2. THE ORGANIZATION AGREES:

- 2.1. To make available those of its facilities that are essential or advisable for the learning experience of assigned students.
- 2.2. To retain full responsibility for the care of any client of the Organization, while maintaining administrative and professional supervision of the students insofar as their presence affects the direct or indirect care of clients.

- 2.3. To orient and train the student as to the Organization's policies, procedures, and services.
  - 2.4. To approve or reject students for the internship and complete an evaluation of student performance, including a report of the number of internship hours completed at the Organization.
  - 2.5. To be committed to interns as learners, and understand that the internship is an educational experience. Accordingly, the Organization agrees to:
    - 2.5.1. Provide the intern with necessary and appropriate support and instruction;
    - 2.5.2. Make available a diversity of appropriate cases and learning opportunities in accordance with Program policies;
    - 2.5.3. Provide the intern the opportunity to attend staff meetings, in-service training, or other such meetings that occur for regular staff; and
    - 2.5.4. Make provisions for and review with the intern safety concerns while doing work in the Program.
  - 2.6. To retain full responsibility for client services and for establishing standards for the quality of services rendered by the interns. Interns placed within the Organization for internship function as representatives of the Agency, and the Agency will maintain administrative and professional supervision of interns insofar as their presence affects the operation of the Agency or the direct or indirect services to clients. In addition, the Agency will maintain the quality of client care or services without relying on the interns' clinical training activities for staffing purposes.
3. THE UNIVERSITY AND ORGANIZATION JOINTLY AGREE:
- 3.1. Compliance with Organization Policies. University will instruct students that they will be expected to adhere to Organization policies and procedures during their period of experience at the Organization, and that students will take direction from certain properly designated personnel of the Organization as the need may arise. If a student's performance is deemed unacceptable at any time, the properly designated personnel of the Organization has the right to immediately use appropriate means to correct the situation, including terminating a student's placement at the Organization. The Organization and the University will undertake a thorough review of the case as soon as is reasonable under the circumstances and the University may take any additional or different action regarding the student as it deems necessary and advisable.
  - 3.2. Insurance Coverage.
    - 3.2.1. During the term of this Agreement, the University will maintain liability insurance coverage in limits of at least one million dollars (\$1,000,000.00) per occurrence. If requested by the Organization in writing, the University will furnish to the Organization a Certificate of Insurance as proof of the required coverage.
    - 3.2.2. The Organization will likewise maintain general liability insurance coverage in at least the same amounts as required of the University. If requested by the University in writing, the Organization will furnish to the University a certificate of insurance as proof of the required coverage.
  - 3.3. Indemnification. The Parties agree to indemnify and hold harmless each other and each other's employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all any claims, demands, liability, loss, damage or expense, including attorneys fees arising from their respective activities in connection with this Agreement, provided neither Party shall be liable for any claims, demands,

liability, loss, damage, or expense, including attorneys fees, arising from the actions of the other Party or its employees, agents, officers, trustees, and representatives (in their official and individual capacities).

- 3.4. Nondiscrimination. Each Party agrees not to discriminate against any student participant or applicant for the program covered by this Agreement on the basis of that person's race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, political ideology or status as a Vietnam-era or special disabled veteran
- 3.5. FERPA. Records of students and their activities provided by University to Organization or created by Organization for University and possessed by the Organization may be student records held on behalf of University by Organization (e.g. Site Mentor Evaluation). These records may be subject to the privacy protections of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Organization agrees to make all such records available to the University promptly on request and agrees not to disclose the records to third parties. Any request for these records, including any request by a student, should be directed to University.
- 3.6. Modification. Amendments or other modifications to the terms of this agreement, or its exhibits, must be in writing and are not effective until signed by both Parties.
- 3.7. Notice. Under this Agreement, any written notice becomes effective when either hand-delivered to the Party to which the notice is directed, or when deposited in the United States mail, postage prepaid, return, receipt requested, and properly addressed to the Party. The proper address, unless designated by written notice to the other Party to this Agreement, is as follows:

for University: Dean, School of Theology & Ministry  
Seattle University  
901 12th Avenue  
PO Box 222000  
Seattle, WA 98122-1090

with copies to: Mary Petersen  
Vice President & University Counsel  
Seattle University  
901 12th Avenue  
PO Box 222000  
Seattle, WA 98122-1090

for Organization (print plainly):

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- 3.8. Relationship of the Parties. The relationship between the Parties is one of independent contractor and not one of partnership, joint venture, employment, or agency. Neither

Party has the authority to enter into a contract or agreement to bind the other, and nothing in this Agreement makes either Party liable or responsible for any debt, liability or obligation of the other.

- 3.9. **Governing Law.** The validity, interpretation, construction, and performance of this Agreement is governed by, and interpreted in accordance with, the laws of the State of Washington. The venue of any legal action regarding this Agreement will be in King County in the State of Washington.
- 3.10. **No Assignment.** Neither Party has the power to assign this Agreement without the prior written consent of the other Party.
- 3.11. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties and no other representation, whether oral or written, shall have any force or effect to modify this Agreement, except as otherwise provided herein.
- 3.12. **Non-waiver.** A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right or any other right under this Agreement.

4. **TERM OF THE AGREEMENT:**

This Agreement becomes effective as of the date of the last signature below, and will remain in effect until either Party requests termination in writing, providing at least sixty (60) calendar days notice in advance of the desired termination date. If there is an ongoing Organization placement, this Agreement may be terminated either at the end of the academic year, or with the mutual written consent of the Parties. This Agreement may be terminated at any time by mutual agreement of the University and the Organization documented in writing.

	SEATTLE UNIVERSITY, School of Theology and Ministry
_____ ORGANIZATION	_____
By _____	By _____
Title _____	Title <u>Dean</u>
Date _____	Date _____