

## **Educational Affiliation Agreement**

**This agreement is entered into between Methodist University as the “Educational Institution” and \_\_\_\_\_ as the “Experience Provider,” on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.** This agreement is intended to administer the relationship between the Educational Institution and the Experience Provider with respect to student interns from Methodist University involved in an internship opportunity with the Experience Provider and provide for the mutual rights and responsibilities of the parties hereto.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### **1. General Considerations:**

- a. An internship is a cooperative program between the educational institution and approved experience provider. The Experience Provider provides workplace supervision, work facilities, and instruction, which assists students in gaining knowledge and skills necessary in their chosen program of study.
- b. This agreement is continuous unless terminated by either party or by offering a 30 day written notice to the other.
- c. The Experience Provider retains discretion to terminate the internship of any student at any time for cause.

### **2. The Experience Provider agrees to:**

- a. Designate an individual who will serve as the liaison with the educational institution and the student.
- b. Involve the student for the entire period of the internship as agreed unless the agreement is terminated or the Experience Provider terminates the student.
- c. Give the student the opportunity to engage in a wide range of duties to learn and practice diverse skills.
- d. Provide orientation to the Experience Provider’s operations, policies, procedures, rules, and methods.
- e. Assign primary responsibility for the student’s supervision and direction at the intern site.
- f. Evaluate the performance of the student and notify faculty sponsor immediately in any case of student misconduct or Provider dissatisfaction.
- g. If applicable, compensate the student at the rate agreed upon for the term of the internship. If terminated prior to the completion of the internship experience, the student is eligible for only a prorated portion of the agreed amount.
- h. Provide for the health, safety and welfare of the student while the student is participating in the internship.
- i. Comply with all federal, state and local laws and regulations applicable to the internship and the participation of the student in the internship.

### **3. The Educational Institution agrees to:**

- a. Designate a Faculty Advisor/Sponsor for each internship.

- b. Ensure the Educational Facility properly monitors the student during the internship experience.
- c. Ensure the Faculty sponsor is an available liaison to the Experience Provider and serves to promote communication and cooperation between the Experience Provider, the student intern, and the Educational Institution.
- d. Remove the student intern from any internship site where student is not complying with the policies and procedures of the Educational Institution and/or the Experience Provider.
- e. Remove the student intern from any internship site where the internship experience is not serving the best interest of the student.
- f. Require the student to agree to the following provisions, as well as any other obligations and/or responsibilities required by the Educational Institution:
  - Comply with the policies and procedures of the Experience Provider, including dress and grooming standards.
  - Comply with moral and ethical standards derived from the Educational Institution.
  - Immediately report any, and all, serious problems including safety and personnel problems, to the Educational Institution and the Experience Provider.
  - Read and sign a Student Internship Release and Indemnity Agreement.
  - Maintain personal or student health insurance, and, if applicable, current automobile insurance and an automobile operator's license.

#### **4. Indemnity and Hold Harmless**

Methodist agrees to indemnify and hold harmless \_\_\_\_\_ officers, directors, trustees, employees, agents and affiliates from any and all claims, demands, damages or other financial demands (including, without limitation, attorneys' fees and expenses) arising out of Methodist's or Methodist's employees' or agents' actions or omissions pursuant to this Agreement.

\_\_\_\_\_ agrees to indemnify and hold harmless Methodist and Methodist's officers, directors, trustees, employees, agents and affiliates from any and all claims, demands, damages or other financial demands (including, without limitation, attorneys' fees and expenses) arising out of \_\_\_\_\_ employees' or agents' actions or omissions pursuant to this Agreement.

**This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement, and may not be modified except in writing, and signed by both parties' authorized representatives.**

This agreement is subject to and construed in accordance with North Carolina law. Sole venue and jurisdiction for any dispute hereunder is in the North Carolina General Court of Justice.

**The Experience Provider:**

**Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Methodist University:**

**Instructor of Record** \_\_\_\_\_ **Date** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Faculty Advisor / Sponsor** \_\_\_\_\_ **Date** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Department Chair** \_\_\_\_\_ **Date** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_