# Non-Medical Standard Facility Agreement Example

# District Name

This Affiliation Agreement (“Agreement”) shall be effective XX-XX-XXXX (the “Effective Date”). The parties to this Agreement are East Valley Institute of Technology District #401 (“School”), and (“Facility”) listed below.

# Facility:

**Address:**

This Agreement becomes effective when signed by both parties.

# The parties agree:

* 1. District Name desires to provide internships for students enrolled in the XXXXX Program, under the supervision of an District Name instructor.
	2. Facility has the facilities and personnel to provide internships with hands- on-training giving them some experience.
	3. The parties agree to promote quality education and to seek to render the best service possible to the public.
	4. This agreement, its validity, performance, and all other questions, arising hereunder shall be governed and determined by the respective Governing Boards and the laws of the state that District Name, the educational institution, and the Facility in which the internship is being conducted are located.
	5. Each party shall pay all of its own costs associated with its participation in the internship experience programs. Unless the Facility requests that the student internship experience be a paid internship, no monetary compensation shall be exchanged under this agreement and there shall be no charge for use of the Facility or participation by personnel pursuant to this agreement.
	6. The parties mutually agree that the relationship to exist between District Name and the Facility is not a joint venture but is an independent contract relationship and that neither shall be the agent of the other. The parties agree to promote quality education and patient care and to seek to render the best service possible to the public. Shared performance between Facility professional staff and students shall be encouraged as available during the internship experience. Publication of any materials, resulting from participation of any of the students under this Agreement, shall require written mutual consent or approval from both parties to this Agreement.
	7. The parties will comply with all applicable federal or state statutes or regulations pertaining to the confidentiality of student, employee and volunteer records and other private information. No party shall use or disclose any information about any student intern for any purpose other than the performance of this Agreement without the prior consent of the student intern or his/her representative.
	8. This Agreement will be interpreted and governed by the law of the state of Arizona.

# District Name’s rights and responsibilities:

* 1. District Name has the right to select learning experiences for student interns with input from Facility.
	2. District Name has the right, with the Facility’s approval, to assign and transfer a student intern from on department to another to provide the student intern a better or meaningful experience.
	3. The number of students that District Name assigns will not exceed the Facility’s capacity.
	4. District Name hereby expressly agrees to comply with, and require that all Participants comply with any Facility rules, regulations and policies implementing Health Insurance Portability and Accountability Act of 1996, Pub.L.No-191 (“HIPPA”) requirements whether now or hereafter existing.
	5. The welfare, control, discipline, and activities of all student interns shall be the sole responsibility of District Name. To that end, District Name shall make and enforce uniform and adequate provisions in accordance with its policies. Provisions for transportation shall be the responsibility of the student interns in conformity with District Name policies. District Name will be responsible for tuition where applicable.
	6. District Name shall be responsible for advising the student interns of their obligations under this Agreement, which shall include but not be limited to:
		1. Complying with the administrative policies, standards, practices, parking rules and all other regulations in effect at the Facility that student interns receive notification of during orientation;
		2. Wearing clothing that is clean and appropriate to the industry and the Facility’s dress code, if there is one;
		3. Reporting to the Facility on time;
		4. Conforming to the standards and practices established by District Name while training at the Facility, to the extent that those standards and practices do not conflict with those of Facility**;**
		5. Carrying photo ID with them at all times and presenting it to Facility personnel upon request.
	7. District Name agrees to indemnify and save harmless, Facility against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against the Facility because of bodily injury, death or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of District Name, its employees, students, or agents.
	8. Under A.R.S.§ 38-511, E District Name, a political subdivision of the state, may cancel this Agreement within three years after its execution without penalty or further obligation if any person significantly negotiating, securing, drafting or creating the Agreement on behalf of Institution is or becomes an employee or agent of Facility in any capacity.

# Facility’s rights and responsibilities:

* 1. Facility will provide observations/training opportunities for student assigned by District Name.
	2. Facility will coordinate with District Name instructors to arrange the internship schedules. District Name will have first right of refusal with respect to available dates and times.
	3. Facility will at all times provide an adequate, competent staff to be responsible for services and they will not be performed by students except as they relate to the internship experience.
	4. To the fullest extent permitted by law, Facility agrees to indemnify and save harmless District Name against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against District Name because of bodily injury, death or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of the Facility, its employees or agents.
	5. Facility shall procure and maintain, during the terms of this Agreement, a commercial general liability policy with limits of at least $2,000,000 in the aggregate.

# Contract Maintenance

* 1. Each party shall be responsible for maintaining its accreditation, licensing and credentials, and those of its respective personnel and student and to provide evidence of such to the other party upon written request. Each party shall be responsible for notifying the other of any loss or reduction in its accreditation, licensing or credentials.
	2. The term of the Agreement is one year and shall renew automatically annually, unless a party objects to such renewal in writing at least sixty (60) days before the end of the initial term. Either party may terminate this Agreement, with or without cause, by giving the other party at least sixty (60) days written notice of termination prior to the commencement of the next succeeding semester of school term.
	3. A certificate of insurance shall be furnished to District Name upon request, which states that the above coverage is in force, and will continue in force throughout the term of the agreement.

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| **(DISTRICT NAME)** |  | **(FACILITY NAME)** |
|  |  |  |
| Contact Name (Superintendent) |  | Contact Name |
| Signature Date signed |  | Signature Date signed |
| Title |  | Title |
| Email |  | Email |