UNIVERSITY-AGENCY
INTERNSHIP AFFILIATION AGREEMENT

UNIVERSITY OF SOUTH ALABAMA, on behalf of its
DEPARTMENT OF Integrative Studies
COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES
MOBILE, ALABAMA 36688-0002

and

_____

Facility Name and Address

This agreement, hereinafter referred to as the "Agreement", is entered into by and between the University of South Alabama, a body corporate and politic of the State of Alabama, hereafter referred to as "UNIVERSITY," and the above-named and located agency, hereinafter referred to as "AGENCY," for the purposes of providing a jointly supervised internship program, hereinafter called the "Internship Program," for students of the UNIVERSITY. Internship Program shall be synonymous with the terms "field experience," "internship," "field practicum," "professional training," "clinical training experience," etc. Students in the Internship Program shall be called TRAINEES.

WITNESSETH: The parties agree as follows:

A. TERMS OF AGREEMENT

This Agreement will be considered to be effective for a term of _____ (__) years effective **_____, 20___,** and will automatically renew for additional one (1) year terms unless it is altered or terminated by either or both of the parties.

1. This Agreement may be unilaterally terminated or altered at any time by providing thirty (30) day's written notice to the other party.

2. This Agreement may be terminated or altered at any time upon mutual agreement of both parties.

B. PLACEMENT OF TRAINEES

1. Neither the UNIVERSITY nor AGENCY will discriminate against any TRAINEE on the basis of race, color, religion, sex, national origin, or qualified disability pursuant to Title VI of the Civil Rights Act of 1964, as subsequently amended, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and any and all other federal and state acts and laws that pertain to discrimination relating to students.

2. The UNIVERSITY will request assignment of TRAINEES to the AGENCY

allowing sufficient time for reasonable acceptance procedures to be employed.

3. Acceptance into the Internship Program will be determined by:

   a. Interview and approval of the UNIVERSITY faculty sponsor.

   b. Submission of candidates' credentials and subsequent review of same by AGENCY personnel.

   c. Personal interviews of candidates by AGENCY personnel, if requested by the AGENCY.

4. The UNIVERSITY shall ascertain that only those TRAINEES who have been officially admitted into the Internship Program and accepted by the AGENCY be permitted to report for an internship assignment.

C. UNIVERSITY RESPONSIBILITIES

1. The UNIVERSITY shall make the material provided by the AGENCY describing the Internship Program at the AGENCY available to students at the UNIVERSITY.

2. The UNIVERSITY shall provide faculty and/or staff to serve as resource personnel and program consultants, if needed, to assist the AGENCY staff in appraising, analyzing, and evaluating programs, teaching techniques, methods, and processes concerned with the Internship Program.

3. The UNIVERSITY shall provide results of TRAINEE feedback of the Internship Program to the AGENCY.

4. The UNIVERSITY shall provide forms to be completed by the AGENCY supervisor for evaluation of TRAINEES.

5. The UNIVERSITY advisor or designated representative shall visit the AGENCY (if within a 90-mile radius of the UNIVERSITY) at least once each semester in which a TRAINEE is assigned to the AGENCY. The visitation shall include conferences with the AGENCY's director of the Internship Program and/or AGENCY intern supervisor(s) and TRAINEE(S).

6. The UNIVERSITY shall inform AGENCY in writing of approval as an Internship Program site.

7. The UNIVERSITY shall consider input into the curriculum from the AGENCY.

D. AGENCY RESPONSIBILITIES

1. The AGENCY shall provide students of the UNIVERSITY opportunity for placement equivalent to those of other schools having an affiliation agreement with the AGENCY, provided the students meet the requirements for placement.

2. The AGENCY shall permit inspection of its educational facilities, student records, and any other items that may be needed to meet accreditation requirements of the UNIVERSITY'S program.

3. The AGENCY shall provide a written description of the Internship Program goals and objectives being offered to students and shall give a copy of the plan to the UNIVERSITY (faculty sponsor) and to each TRAINEE assigned to the AGENCY.

4. The AGENCY shall furnish a supervisor to work with the UNIVERSITY in administering and coordinating the Internship Program.

5. The AGENCY, through its supervisor, is responsible for the assignment of TRAINEES to acceptable activities staffed by capable and qualified personnel.

6. The AGENCY shall provide a full-time staff member qualified in education and/or by experience to directly supervise the TRAINEES.

7. The AGENCY shall complete and submit the evaluation forms supplied by the UNIVERSITY.

8. The AGENCY will agree to carry appropriate comprehensive general liability insurance with insurance coverage in existence during the term of this Agreement.

9. To the extent the AGENCY generates or maintains educational records related to the participating TRAINEE, the AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the UNIVERSITY and shall limit access to only those employees or agents with a need to know**.**

E. ADDITIONAL AGREEMENTS

1. While at the AGENCY, TRAINEES shall neither replace AGENCY staff nor render services except as identified for educational value and delineated in the jointly planned Internship Program.

2. The UNIVERSITY shall recognize that, while at the AGENCY, TRAINEES will be expected to adhere to administrative policies, procedures, standards, schedules, and practices of the AGENCY.

3. Notwithstanding anything herein to the contrary, the UNIVERSITY does not waive its right of sovereign immunity provided under the laws and constitution of the State of Alabama or its Eleventh Amendment immunity provided under the United States Constitution.

4. In any situation in which it is the AGENCY'S opinion that employee or public welfare may be adversely affected by TRAINEE actions, the AGENCY will take immediate corrective measures without prior consultation with the UNIVERSITY. The UNIVERSITY shall be notified immediately thereafter. In non-critical situations in which a TRAINEE is not performing satisfactorily in the opinion of the AGENCY, both the AGENCY and the UNIVERSITY will agree upon a course of action.

5. In the event that a "work stoppage" action is taken by some or all of the AGENCY personnel during a period when TRAINEES are assigned to the AGENCY, the TRAINEES will be required to assume the role of neutrals and to maintain an "uninvolved status" with respect to the work stoppage. Any involvement of TRAINEES shall be as individuals and not as students or TRAINEES, and the UNIVERSITY disclaims any liability or responsibility for any action or the consequences of any action taken by such individuals and their participation.

6. It is expressly acknowledged and agreed that the relationship created by this Agreement between UNIVERSITY and AGENCY is that of independent contractor; nothing in this Agreement is intended or shall be construed to create an employer-employee, master-servant, or joint venture relationship or a lease or landlord-tenant relationship between UNIVERSITY and AGENCY or between UNIVERSITY and any of AGENCY'S employees, servants, or agents or any subcontractors of AGENCY; and AGENCY shall be solely responsible for the performance by such employees, servants, agents, and any subcontractors. UNIVERSITY shall neither have nor exercise any control or direction over the methods or means by which the AGENCY, and its employees, servants, or agents, or any subcontractors perform services.

7. For the initial term and any renewal term of this Agreement, and after termination, the parties to this Agreement, and their agents, servants, and employees, shall cooperate with each other and their insurers in the prosecution or defense of any claim arising from or in any way connected with performance of duties and obligations pursuant to this Agreement. Each party, and its agents, servants, and employees, as applicable, shall attend hearings and trials and shall assist in effecting attendance of witnesses and in the conduct of any lawsuit.

8. The TRAINEE will purchase and maintain professional liability insurance. The AGENCY may request proof of insurance coverage from the TRAINEE.

9. This Agreement shall be interpreted and governed by the laws of the State of Alabama.

All notices, questions, and other matters related to TRAINEES or the Internship Program shall be directed to:

For the AGENCY:		For the UNIVERSITY:
Agency Name:	_____	Department of Integrative Studies
Representative:	_____	Dr. Paige Vitulli
Title:	_____	Chair
Address:	_____	UCOM Ste. 3700
	_____	75 S. University Blvd.
	_____	Mobile, Alabama 36688
Phone/Fax:	_____	251-460-6263 (Ph)
		251-460-6519 (Fax)
Email:	_____	pvitulli@southalabama.edu

[Signature page follows]

IN WITNESS WHEREOF the parties have hereunto affixed their respective signatures on this the ____ day of _____, 20___.

AGENCY NAME:

_____

BY AGENCY SIGNATORY*:

_____

By: _____
Its: _____
Date: _____

*To be signed by the Agency Signatory or approved designee)

UNIVERSITY OF SOUTH ALABAMA

_____

Dr. Paige Vitulli, Chair Date
Department of Integrative Studies

_____

Dr. Angela Barlow, Dean Date
College of Education & Professional Studies

_____

Contract Officer Date

_____

Internship Coordinator Date
Department of Integrative Studies