



## Affiliation Agreement

The purpose of this Agreement is to establish an affiliation between the University and the Facility to provide an educational experience for students. This Affiliation Agreement is entered into as of \_\_\_\_\_ (the "Effective Date"), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (the "University") and Lake Havasu City, Arizona (the "Facility").

1. Term. The term of this Agreement shall be for five (5) years, commencing on the Effective Date. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. Program. It is anticipated that various departments and divisions of the Facility will participate in differing programs under this Agreement. Therefore, each separate program offered through the Facility will be outlined in an informal addendum to this Agreement approved by the City Manager for the Facility and the Internship Coordinator for the University. Each addendum will outline the specific program information and expectations.

3. Facility's Obligations.

- a) The Facility agrees to appoint an Educational Coordinator for each program who is responsible for the educational activities of University students participating under this Agreement.
- b) The Facility agrees that students will not be used in lieu of professional or staff personnel and will be under the supervision of a designated Facility Representative. The student's participation should complement the service activities of the Facility.
- c) The Facility will work with the University to determine a schedule for student participation at the Facility.
- d) The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- e) The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for

maintaining insurance to cover liability arising from the acts and omissions of the employees, students, and agents of the University.

- f) Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

3. University's Obligations.

- a) The University will provide an administrative framework and a teaching faculty adequate in number, qualifications and competence to develop and carry forward its instruction and supervision.
- b) The University will be responsible for developing and carrying out procedures for student selection and admission.
- c) The University agrees that each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- d) The University will designate a University representative to coordinate scheduling, provide course information and objectives, and assist in advising students.
- e) The University will remain in contact with the designated Facility Representative in order to ensure that each program is occurring as intended.
- f) The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
- g) The University agrees to instruct its students and administrative personnel to protect and maintain the confidential relationship of the facility and its clients and the confidential status of its records.
- h) Students are responsible for providing their own health insurance. In the event of an emergency, the Facility will provide such emergency care as is provided to its employees. The student will be responsible for any charge thus generated. The University will require students to comply with the health standards applied to the Facility's employees. Students must complete and be cleared through the Facility's volunteer process prior to participating in any program activities.

4. Arizona State Agency Provisions.

- a) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- b) Conflict of Interest. This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of the Facility.
- c) Arbitration. To the extent required pursuant to Section 12-1518, Arizona Revised Statutes, the Parties agree to use arbitration to resolve any dispute arising under this Agreement.
- d) Facility's Records. To the extent required by Section 35-214, Arizona Revised Statutes, Facility agrees to retain all records relating to this Agreement. Facility agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Lake Havasu City, Arizona, or another location designated by University upon reasonable notice to Facility.
- e) Failure of Legislature to appropriate. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Facility and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

5. Miscellaneous.

- a) Each party shall be responsible for its and its agents' negligence, actions and omissions.
- b) Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- c) Either the Facility or the University may require withdrawal from participation at the Facility of any student whose University performance record or conduct does not justify continuance.
- d) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed

by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

- e) The individual signing below on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms. The individual signing below on behalf of University hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of University and that this Agreement is binding upon University in accordance with its terms.
- f) Whenever written notice is required or permitted to be given by either party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States mail a properly stamped envelope, certified or registered mail, return receipt requested, addressed to:

For the Facility                      Lake Havasu City  
   2330 McCulloch Boulevard N.  
   Lake Havasu City, AZ 86406  
   Attn: City Attorney

For the University                  Arizona State University  
   100 University Way  
   Lake Havasu City, AZ 86403  
   Attn: Internship Coordinator

6.        Termination. In the event of a material breach of any provision of Agreement, the aggrieved party may terminate the same forthwith and without notice. This Agreement will be reviewed on an annual basis by both parties and renewed at appropriate intervals. Either party may terminate this Agreement without cause upon at least thirty (30) days' written notice to the other party.

UNIVERSITY ARIZONA BOARD OF REGENTS  
for and on behalf of ARIZONA STATE UNIVERSITY

FACILITY

By \_\_\_\_\_

By \_\_\_\_\_

Jeanette Nangreave  
Internship Coordinator  
Address  
100 University Way  
Lake Havasu City, AZ 86403

Cal Sheehy  
Mayor  
Address  
2330 McCulloch Blvd. N.  
Lake Havasu City, AZ 86406