

STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of the **UNIVERSITY OF ARIZONA** (the “University”) and the “Facility” as of the “Effective Date.”

UNIVERSITY:

FACILITY:

By _____

By _____

Printed: Vincent J. Del Casino, Jr.

Printed: _____

Title: Vice Provost, Digital Learning and Student Engagement

Title: _____

EFFECTIVE DATE: _____

2. GENERAL TERMS

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| 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility’s site that may qualify for University academic credit as determined by University. |
| 2.2. The student’s participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee. |
| 2.3. 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. |
| 2.4. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance. |
| 2.5. Neither the University nor the Facility is obligated to provide for the student’s transportation to and from the Facility or for health insurance for the student. |
| 2.6. A meeting, telephone conference, or substantive email exchange between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement. |
| 2.7. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel. |

3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator(s) who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to provide the University with an evaluation of each student's progress. The format for the evaluation is established by the relevant University department in consultation with the Facility.
- 3.3. 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 and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement.
- 3.4. 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.

4. UNIVERSITY'S OBLIGATIONS

- 4.1 The University will provide an administrative framework, including designating a University faculty or other representatives to provide course information and objectives, and to assist in advising students.
- 4.2. The University will be responsible for developing and applying criteria for eligibility to participate in a student internship for credit.
- 4.3. 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.

5. STATE OF ARIZONA PROVISIONS

- 5.1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
- 5.2 **Conflict of Interest.** University's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- 5.3. **Notice of Arbitration Statutes.** Pursuant to Arizona Revised Statutes Section 12-1518, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

5. STATE OF ARIZONA PROVISIONS

5.4. **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.

5.5. **Student Educational Records.** The University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "education records" to "school officials" that have a "legitimate educational interest" in the information. No designated representative of the Facility shall disclose student education records it receives or creates under this agreement to any third party, except with the prior written consent of the student or as permitted by law. Facility agrees and warrants that it shall use student education records solely to accomplish its obligations under this agreement and solely in a manner and for purposes consistent with the terms and conditions of this agreement and University policies and procedures. Facility agrees and warrants that it shall not make any disclosures of student education records without prior notice to and consent from the University. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials." In rare instances, designated representatives of Facility may be designated as "other school officials" for purposes of this Agreement.

5.6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, Facility acknowledges that its relationship with University is limited to the student internship or placement program contemplated herein. Facility shall not make any representations stating or implying that the parties engage in broader transactions or that University is otherwise associated with Facility without first obtaining express written permission from University. In addition, Facility shall not use any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by University without prior written authorization by University.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. 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.

6.3. The individual signing 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.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.