INSTITUTIONAL AFFILIATION AGREEMENT

STUDENT INTERSHIP

This agreement is made and entered by and between _____, hereinafter called "Affiliate" and **ANGELO STATE UNIVERSITY**, a member of the Texas Tech University System, Department of _____, San Angelo, Texas, hereinafter called "ASU".

WHEREAS, Affiliate operates facilities at _____, and

WHEREAS, ASU operates an accredited University and _____ _____.

WHEREAS, the Parties desire to advance _____ education and aid in meeting the ever increasing demand in the State and Nation for trained _____ professionals, and to make available better _____ service to consumers, client or patients, and

WHEREAS, it is deemed advisable and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

ARTICLE I
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of this agreement starts _____ and ends _____. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned at Affiliate's facilities when termination notice is given shall be permitted to complete their current semester at ASU’s option.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

Affiliate will:

1. Allow the use of its facilities for the internship experience requirement of ASU's students.

2. Provide staff supervision by credentialed professionals in the field of _____ or closely related field for ASU's students.

3. Provide access for faculty and students to clients/patients and client/patient records at its facilities as part of the students' internship experience requirement, if applicable.

4. Periodically, review the specific programmatic efforts and number of students to participate at its facilities, both factors being subject to mutual agreement of both Parties prior to the beginning of the internship experience.

5. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its facilities.

6. Encourage its staff to participate in the educational activities of ASU.

7. Participate, if requested by ASU, in any annual program review activities of ASU which are directed toward continuing program improvement.

8. Maintain authority and responsibility for care given to its clients/patients.

ASU will:

1. Maintain the authority and responsibility for education programs for its students which may be conducted within Affiliate facilities.

2. Consider for clinical and/or adjunct faculty appointment those members of Affiliate's staff who contribute significantly to the academic program, subject to academic standards and rank used by ASU.

3. Inform its faculty and students of the requirement to comply with Affiliate's policies and procedures, when in attendance at Affiliate's facilities, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of ASU or the laws and the Constitution of the State of Texas.

4. Provide faculty participation, if requested by Affiliate, and if available, on committees and task forces of Affiliate.

5. Require all students to maintain their own individual student professional liability insurance during the term of their internship experience, if applicable.

6. Inform all students that they are not employees of Affiliate and have no claim against Affiliate for any employment benefits.

7. Provide information requested by the Affiliate related to students participating in the internship unless prohibited by federal or state law.

8. Remove a student from the internship experience at the Affiliate, when the Affiliate determines that the student has violated the rules and regulations of the Affiliate; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Affiliate or threatens the safety of Affiliate personnel or patients.

9. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the internship experience at the Affiliate. If a student is ill and must be absent, the student must notify the Affiliate following the procedures established by Affiliate for such emergencies.

ARTICLE III
SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE IV
AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

ARTICLE V
VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE VI
ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of the other party.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

ANGELO STATE UNIVERSITY	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date