



**AFFILIATION AGREEMENT
FOR STUDENT INTERNSHIPS**

THIS AFFILIATION AGREEMENT (this “Agreement”) is made as of the _____ day of _____, 20__ (“Effective Date”) by and between STOCKTON UNIVERSITY (the “University”) and _____ (the “Affiliate”).

RECITALS

WHEREAS, the University is a New Jersey public institution of higher education that offers a number of academic degree programs in the School of _____ (the “Academic Program”).

WHEREAS, the University is seeking opportunities for student in the Academic Program (“Students”) to obtain experience and training in paid and unpaid internship programs (the “Internship”).

WHEREAS, the Affiliate desires to make its facilities available to the University and Students for Internships in the Academic Program at locations identified and described on Exhibit A.

WHEREAS, the parties wish to define their respective expectations and responsibilities for Students participating in an Internship for the Academic Program.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, each intending to be legally bound hereby, agree as follows:

1. Educational Goals and Objectives. The parties shall mutually agree to establish educational goals and objectives of the Internship for the Academic Program. Such goals and objectives shall be consistent with those necessary for the University to maintain and any applicable accreditation by the appropriate governing body or council on accreditation for the Academic Program. The parties further agree that they will (a) collaborate in the development of schedules and assignments for the Students participating in the Internship; and (b) implement coordinated planning and evaluation of the educational affiliation described in this Agreement through ongoing communications between the parties.

2. Responsibilities of Affiliate.

2.1 Responsibilities.

(a) The Affiliate will provide Students with learning experiences during the Internship, including practice and/or observation, interdisciplinary collaboration, rounds, staff conferences, in-service, and such other learning experiences with respect to the Academic Program as identified in Exhibit A, which may be revised and updated from time to time.

(b) The Affiliate will allow Students and the University's faculty members and/or professional staff ("Faculty Members") access to the Affiliate's facilities, library, cafeteria, and parking (the "Facility"), in connection with the Internship, and as appropriate provide a safe and secure place for Students to store personal items.

(c) The Affiliate will provide Students an orientation on (i) their responsibilities under the Internship, (ii) if applicable, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), (iii) the Affiliate's policies and procedures, and (iv) any emergency procedures and contacts.

(d) The Affiliate will provide Students all necessary safety equipment required at the Facility including, but not limited to, masks, safety glasses and other Personal Protective Equipment ("PPE"), and any other special equipment that is required for the Internship and, if applicable, reasonable storage space for such equipment.

(e) The Affiliate will provide Students and Faculty Members a copy of the Affiliate's policies and procedures.

(f) The Affiliate will permit Faculty Members to supervise Students at the Affiliate during the Internship.

(g) The Affiliate will designate a representative of the Affiliate acceptable to the University as an internship supervisor ("Internship Supervisor") who will be responsible to coordinate and direct the Students' Internship, provide a planned and supervised internship program, and evaluate and report on each Student's performance at the end of the Internship on an evaluation form provided by the University.

(h) The Affiliate will provide instruction and supervision of Students by personnel who meet the standards of recognized professional accrediting agencies or regulatory agencies in the state where the Facility is located and in accordance with the stated objectives of the educational internship program.

(i) The Affiliate will notify the University immediately of any situation or problem which threatens a Student's successful completion of the educational internship program at the Facility.

2.2 Paid Internships. Students participating in a paid Internship shall be considered W2 employees of the Affiliate, entitled to all the protections of the Affiliate's other employees, and shall be covered under the Affiliate's Workers' Compensation and Liability Insurance, as set forth in Section 2.5 below. The Affiliate will compensate the Students for time spent performing work for the Affiliate at an hourly rate in compliance with applicable wage and hour laws. The Affiliate shall indemnify and hold the University harmless from any tax liabilities related to Affiliate's payment to paid Student interns.

2.3 Medical Treatment of Students. If a Student requires emergency medical treatment while on site at the Affiliate, then the Affiliate will provide such emergency care as is provided to its employees. If the Affiliate does not have the resources to provide emergency care, the Affiliate will refer the Student to the nearest emergency department. With the exception of emergency medical treatment, the Affiliate will assume no other responsibility for the medical treatment of Students while on site at the Affiliate. Students are responsible for their respective health care costs if medical care or treatment is necessary.

2.4 Patient Care. Students will be under the direction, supervision, and control of the Affiliate with respect to their relationship with Affiliate's patients and employees. Affiliate may set standards and establish reasonable rules and regulations that may govern the conduct of all Students participating in an Internship at Affiliate. Affiliate shall provide supervision of any patient care services and activities and will have sole responsibility and control over all aspects of any patient care.

2.5 Insurance.

(a) The Affiliate agrees to maintain individual policies of professional liability and general liability insurance for itself and its employees with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. This insurance shall include Employers' Liability Protection with a limit of liability of not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit.

(b) If a Student is participating in a paid training experience, the Student will be treated as an employee of the Affiliate and will be covered under the Affiliate's Workers' Compensation and Liability Insurance.

(c) Affiliate will provide certificates of insurance evidencing such coverage to the University upon request.

3. Responsibilities of the University.

3.1 Responsibilities.

(a) The University shall provide the basic academic preparation of the Students through classroom instruction and laboratory practice and will assign to the Affiliate only those Students who possess a satisfactory record of completing prerequisite portions of the

curriculum and who have met the minimum requirements established by the Affiliate for its educational internship program.

(b) The University will maintain general responsibility for educational instruction, academic evaluation and related academic matters concerning student participation in the Internship at the Affiliate, including evaluation and grading of Students.

(c) The University will review the qualifications of each Student prior to participation in the Internship to ensure the Student is fully qualified to assume and carry out the requirements of the Internship.

(d) The University will assure that each Student participating in an Internship with the Affiliate is either a United States citizen or has a valid visa.

(e) The University will establish the educational objectives of each Internship and communicate the same to the Internship Supervisor. The University shall provide Faculty Members who will plan and evaluate the Internship, in conjunction with the Internship Supervisor.

(f) The University will provide Faculty Members who are qualified for direct and/or indirect instruction and evaluation of the Students, and such Faculty Members shall be responsible for the overall supervision of the Students in the Internship.

(g) The University will advise Students and Faculty Members of their responsibility for complying with the Affiliate's applicable policies and procedures.

3.2 Immunizations and Background Checks.

(a) If the Affiliate requires proof of immunizations prior to commencement of a Student's participation in an Internship, the Affiliate will provide prior written notice to the University of the required immunizations. The University will provide, or will cause the Students to provide, to Affiliate evidence of such immunization prior to commencement of the Internship. The Affiliate agrees that immunization health records shall be governed by and maintained in accordance with HIPAA and any other applicable federal or state laws governing the protection of health information.

(b) If the Affiliate requires a criminal background check prior to commencement of a Student's participation in an Internship, the Affiliate will provide prior written notice to the University and any applicable screening form. The University will inform the Student that completion of the criminal background check is a condition to participation in the Internship, and the University will provide, or will cause the Student to provide, to Affiliate a copy of the Student's criminal background check. The Affiliate agrees to maintain the confidentiality of the information contained in the criminal background check.

3.3 Confidential Information. The University shall advise Students and Faculty Members that, during their participation in the Internship with the Affiliate, they may have access to information and documents, including data, educational materials, medical records, materials

relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology regarding or concerning Affiliate (collectively, the “Confidential Information”). The University agrees that it shall advise Students and Faculty Members of their obligation to maintain all Confidential Information in strict confidence at all times during the course of and after termination of this Agreement and to neither use nor disclose any Confidential Information to which they have access, other than as expressly permitted by Affiliate. At the expiration or termination of a Student’s Internship or of this Agreement, the University agrees that it will advise Students and Faculty Members to return or destroy all written or otherwise Confidential Information in accordance with Affiliate’s instructions.

3.4 Records. The University shall maintain all educational records and reports relating to Students participating in Internships, including records prepared by Affiliate. Affiliate will refer all requests for information respecting such records to the University.

3.5 Insurance. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

4. Mutual Responsibilities.

4.1 Responsibilities.

(a) The parties agree that they will: (a) collaborate in the development of schedules and assignments for the Students; and (b) implement coordinated planning and evaluation of the affiliation through ongoing communication between the parties. At least four (4) weeks prior to start of any session or semester, the University will notify the Affiliate of the number and names of the Students who will participate in an Internship. At least two (2) weeks from the date of the University notice, the Affiliate will provide notice to the University of the Affiliate’s approval to accept the Students for such session or semester.

(b) Each Party agrees that the Students will be participating in a learning situation and that the primary purpose of the Internship is for the Students’ learning. It is further understood that the Students shall perform duties as part of their training under the direct supervision of the Affiliate.

(c) The determination of the number of student interns, their schedules, the time commitment and the availability of space and/or rotations shall be made by mutual agreement between the University and the Affiliate.

(d) The University and the Affiliate shall assure the Internship is conducted, and Students are required to conduct themselves, in accordance with (i) applicable accreditation

standards and requirements; (ii) applicable policies, procedures, rules and regulations of Affiliate; and (iii) full observance of all appropriate and professional conduct.

(e) Both parties shall inform one another, in writing, of the following: changes in Academic Program, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or the Internship.

(f) Forms required by applicable accrediting associations will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other in a timely manner.

4.2 Discrimination. Neither party will discriminate based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity, cellular, or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

4.3 Indemnification. To the extent permitted by law, each party shall indemnify and hold the other party, its officers, directors, employees, students and agents, harmless from and against any and all claims, demands, suits, liabilities, judgments, losses, damages, costs, and expenses of every kind and character (including but not limited to reasonable attorney's fees and defense costs) incurred by, or asserted or imposed against the party seeking indemnification resulting from, in connection with, or arising out of (a) any breach of this Agreement by the indemnifying party, or (b) any act, omission, or negligence of the indemnifying party, its officers, directors, employees, Students and agents.

4.4 Patient Confidentiality. If the Affiliate is a "covered entity" as defined in the privacy regulations promulgated pursuant to HIPAA, and Students and Faculty Members have access to protected health information ("PHI"), as such term is defined under HIPAA, due to their participation in the Internship at the Affiliate, it is agreed that for HIPAA compliance purposes only, such Students and Faculty Members are deemed to be part of the Affiliates "workforce" and involved in the Affiliate's "healthcare operations," as such terms are defined in HIPAA. The Students and Faculty Members shall be subject to the Affiliate's policies and procedures governing the use and disclosure of PHI. The parties further agree that the Affiliate's responsibilities related to the Internship contemplated by this Agreement do not constitute a business associate relationship under HIPAA.

4.5 Student Confidentiality. The Affiliate shall comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") to the extent it maintains any student records.

4.6 Discipline; Removal. The University shall have sole responsibility for conducting any Student disciplinary proceedings in accordance with the University's policies and procedures. Notwithstanding the above, Students or Faculty Members who fail to comply with the Affiliate's policies, procedures, rules or regulations or in any way threaten or impair the delivery of Affiliate's services may be removed from participation in the Internship. If the Affiliate determines to remove a Student or Faculty Member from participation in an Internship, the Affiliate shall notify the

University in writing within twenty-four (24) hours. The parties will determine jointly if and when a Student or Faculty Member who has been removed may be permitted to return.

The University acknowledges that Students participating in paid internships are at will employees of the Affiliate, and that the Affiliate has the right, in compliance with applicable laws, to terminate the Students at any time, with or without cause.

4.7 Use of Name. No party shall use the other party's name, insignia, or symbols, or any variations or combination thereof, or the name of any trustee, employee or student for any purpose whatsoever, without the other party's prior written approval.

4.8 Representations and Warranties. Affiliate represents and warrants that it is in compliance with all federal, state and local laws, regulations, executive orders, protocols and guidance for operations during the COVID-19 pandemic and that, prior to commencement of the Internships, Affiliate will (a) provide to Students Affiliate's specific rules and regulations for operations during the COVID-19 pandemic, (b) instruct Students on the specific COVID-19 operating practices and the proper use of PPE associated with the risk level of the work to be performed by the Students, and (c) provide Students with all required PPE associated with the risk level of the work to be performed by the Students.

5. Term and Termination.

5.1 This Agreement shall commence as of the Effective Date and continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for additional one-year terms, unless terminated as provided in Section 5.2.

5.2 This Agreement may be terminated by either party, with or without cause, upon ninety (90) days' written notice to the other party. In the event of termination, the parties agree to take reasonable steps, as appropriate, to complete all Internships at the Affiliate in effect at the time of notice of termination. This Agreement also may be terminated at any time by mutual consent of the parties.

6. General Provisions.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof, and all prior discussions, agreements or understandings, whether verbal or in writing, are hereby merged into this Agreement.

6.2 Amendment. This Agreement may be amended at any time by mutual consent of the parties, provided that any amendment shall be in writing and signed by representatives of both parties. Additional terms specific to each Academic Program or additional locations of the Affiliate shall be detailed in writing and included in Exhibit A to this Agreement.

6.3 Compliance with Laws. The parties agree to perform their respective obligations hereunder in compliance with all applicable federal, state, and local laws and standards.

6.4 Relationship Between Parties. This Agreement shall not be construed to create any joint venture, partnership, employment or other agency relationship between University and Affiliate. Nothing in this Agreement shall be construed to prohibit either party from entering into other affiliation arrangements for the conduct of their programs.

6.5 Notices. Any notice to be provided under the terms of this Agreement shall be sent by certified or registered mail or by national overnight delivery service to the following contacts for each party:

<u>If to Affiliate:</u> ATTN:	<u>If to STOCKTON UNIVERSITY:</u> Stockton University School of _____ 101 Vera King Farris Drive Galloway NJ 08205 ATTN:
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6.6 Choice of Law. This Agreement shall be interpreted and controlled by the laws of the State of New Jersey, without regard to its conflict of law provisions. Any and all claims or disputes between the Affiliate and the University arising out of or relating to the Agreement shall be commenced in the New Jersey courts located in Atlantic County, New Jersey, or the federal courts located in the State of New Jersey. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party will be responsible for their own attorney fees, regardless of who is the prevailing party.

6.7 Assignment. No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party; provided, however, that either party shall have the right to assign to an entity that is controlled by, under common control with, or that controls that party.

6.8 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized representatives as of the Effective Date.

AFFILIATE:

STOCKTON UNIVERSITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

ACADEMIC PROGRAM and LOCATIONS