*\*Formal arrangements outlining partnerships between the university and external agencies to facilitate collaborations and define terms of which parties will work together. Defines partnership scope, roles and responsibilities, duration, intellectual property, financial arrangements, term of agreement and compliance and regulations. Used for those partnerships not involving guaranteed admission or accelerated completion arrangements. Use this document for Clinical Rotations, Internships, Externships, others.*

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**STANDARD AFFILIATION AGREEMENT FOR**

PROGRAM/INTERNSHIP

EXPERIENCE/PRACTICUM BETWEEN

**RADFORD UNIVERSITY**

**Department/School** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

This Affiliation Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_ by and  between the **Department/School** of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

at Radford University, a state agency and public institution of higher education of the Commonwealth of Virginia, (hereinafter the "**University**”), and [Facility/Organization Name], a [description of the external agency, e.g., a non-profit organization, government agency, corporation], (hereinafter the “**Facility/Organization**”).

)

**WHEREAS,** the **University** has programs of study leading to [undergraduate /graduate] degrees in **;** and

**WHEREAS**, clinical experience/practicum is a required and integral component of that curriculum; and

**WHEREAS**, the University desires the assistance of the **Facility/Organization** in developing and implementing the clinical experience/practicum phase of its curriculum; and

**WHEREAS**, the **Facility/Organization** wishes to assist the **University** in developing and implementing the clinical experience/practicum for the University's  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** students.

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein, the **University** and the **Facility/Organization** agree as follows:

1. **Mutual Responsibilities of the University and the Facility/Organization**
2. The **University** and the **Facility/Organization** will determine the number of students to be assigned to the **Facility/Organization** for the clinical experience/practicums for each of the courses for which the **Facility/Organization** serves as a clinical education site.
3. In accordance with applicable law, the **University** and the **Facility/Organization** will not discriminate against any **University** student because of age, race, color, religion, sex, sexual preference, disability or national origin.
4. **Responsibilities of the University:**
5. **University** will assume the overall responsibility for development of the clinical education program.
6. **University** will refer to the **Facility/Organization** only those students who have satisfactorily completed the academic prerequisites for the clinical experience/practicum.
7. **University** will designate a person or persons to coordinate the clinical experience/practicum(s) of the student(s) for each clinical course.
8. **University** will be responsible for the final evaluation and grading of the student(s) performance in the clinical experience/practicum.
9. **University** will notify the **Facility/Organization** contact person of its planned schedule of student assignment(s), including the dates of clinical experience/practicum(s), the name(s) of the student(s), and the level of academic and preclinical preparation of the student(s).
10. **University**, through the designated course faculty member, will provide the **Facility/Organization** with educational objectives and evaluation forms (as appropriate) for the clinical experience/practicum.
11. **University** will advise students assigned to the **Facility/Organization** of their responsibility for complying with the existing rules and regulations of the **Facility/Organization**, including the responsibility for complying with any physical examination requirements of the **Facility/Organization**.
12. **University** will verify current licensure of faculty members and graduate students in the Commonwealth of Virginia assigned to the **Facility/Organization**, and upon written request furnish the agency with evidence of such licensure.
13. **University** reserves the right to terminate a clinical experience/practicum assignment if **University** determines that conditions at the **Facility/Organization** are detrimental to student learning.
14. Radford University is an agency of the Commonwealth of Virginia, and, as such, the Commonwealth of Virginia Risk Management Plan, a financial plan of risk management that is in the nature of self-insurance, administered in accordance with the Code of Virginia (1950), as amended, applies to Radford University. The Risk Management Plan is comparable to coverage pursuant to commercial general liability insurance with limits of $100,000.00 per claim for tort claims against the Commonwealth and $2,000,000.00 per claim with respect to officers, employees, and agents of the Commonwealth, as well as students participating within the authorized scope of a clinical internship, externship, or other education program in order to meet pedagogical requirements.
15. **Responsibilities of the Facility/Organization**
16. **Facility/Organization** will have ultimate responsibility for providing care to the recipients of its services (hereinafter referred to as "patients").
17. **Facility/Organization** will designate personnel to collaborate with **University** faculty in planning for the use of clinical facilities and provision of appropriate learning opportunities in accord with objectives for the clinical experience/practicum.
18. **Facility/Organization** will provide written evaluative input about student performance, as appropriate to the placement, and in accordance with procedure and processes agreed upon between the faculty coordinator of the clinical course and clinical **Facility/Organization** designee.
19. **Facility/Organization** reserves the right to request that the **University** withdraw from clinical experience/practicum any student whose health or performance is detrimental to patient well­being or to the operation of the **Facility/Organization**.
20. **Facility/Organization** will provide **University** with information regarding the availability of first aid and emergency care for students while in clinical placement/assignment. If **Facility/Organization** provides first aid and/or emergency care to an assigned student, **Facility/Organization** may charge the student reasonable fees for such services.
21. **Facility/Organization** will provide the student with information regarding the requirement to participate in random or required screenings (such as drug screens) and background checks.
22. **Facility/Organization** will provide the student with information regarding any costs which are the responsibility of the student
23. **Responsibilities of the Student**

**University** shall advise the student that he or she is responsible for demonstrating professional behavior appropriate to the environment of the **Facility/Organization**, including protecting the confidentiality of patient information and maintaining high standards of patient care.

1. **Term**

This Agreement shall become effective immediately and shall remain in effect for \_\_\_\_\_\_\_\_\_ year(s) unless otherwise sooner terminated as hereinafter provided. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms unless a party provides written notice of termination or non-renewal at least sixty (60) days prior to effective date, provided that any student(s) currently assigned to the **Facility/Organization** at the time of notice of termination shall be given the opportunity to complete the clinical experience/practicum at the **Facility/Organization**, such completion not to exceed three months.

1. **Notice**

Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For University:

Name:

Address:

City St Zip:

Phone:

Email:

For the Facility/Organization:

Name:

Address:

City St Zip:

Phone:

Email

1. **Entire Understanding**

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the **University** and the **Facility/Organization**.

1. **Severability**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

1. **Captions**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

1. **No Waiver**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

1. **Governing Law**

This Agreement shall be construed, governed, and interpreted pursuant to the laws of

the Commonwealth of Virginia. All disputes arising under this Contract shall be

brought before a proper state or federal court in the Commonwealth of Virginia.

1. **Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

1. **Counterparts**

This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

1. **Force Majeure**

The performance of the Affiliation Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Clinical Experience/Practicum, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Clinical Experience/Practicum or to fully perform the terms of the Affiliation Agreement. The Affiliation Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

**RADFORD UNIVERSITY THE FACILITY/ORGANIZATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

For international assignments:

Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Ismael Betancourt Velez\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Chief Global Officer and Assistant Provost for Global Education & Engagement\_\_

Title