

AFFILIATION AGREEMENT
BETWEEN
THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
AND

THIS AGREEMENT is entered into as of the ____ day of _____, 20____, by and between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, on behalf of Florida International University, 11200 SW 8th Street, Miami, Florida 33199, hereinafter referred to as the "UNIVERSITY", and _____, whose address is _____, hereinafter referred to as "INSTITUTION".

WITNESSETH

WHEREAS, UNIVERSITY desires that students enrolled in _____ Program(s) of UNIVERSITY ("STUDENTS") obtain clinical experience at INSTITUTION; and

WHEREAS, INSTITUTION is offering to provide said clinical experience in recognition of the need to train personnel.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **FACILITIES:**

INSTITUTION agrees to make the following facilities available to UNIVERSITY in order to provide clinical experience for STUDENTS:

- (a) Cafeteria facilities, if available, shall be open to STUDENTS while on assignment at INSTITUTION. The cost of meals at such facilities shall be borne by said STUDENTS.
- (b) INSTITUTION library facilities used by INSTITUTION staff members shall be open to STUDENTS.
- (c) Emergency out-patient treatment, if available, in case of accident or illness to STUDENTS while at INSTITUTION for clinical experience. INSTITUTION shall not bear the cost of the emergency out-patient treatment.
- (d) Vehicular parking at INSTITUTION for STUDENTS. To the extent there is a charge for parking, such charge will be paid by STUDENTS.

2. **PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS:**

- (a) UNIVERSITY shall acquaint its STUDENTS with the rules and regulations of INSTITUTION. This does not preclude INSTITUTION from providing further

orientation. INSTITUTION will provide UNIVERSITY with a current set of rules and regulations at least sixty (60) days prior to the beginning of each fall term, and promptly following any amendments to such rules and regulations.

- (b) INSTITUTION reserves the right to refuse its facilities and services to any STUDENT who does not comply with either the professional or other regulations of INSTITUTION or of any appropriate authority controlling and directing INSTITUTION.
- (c) UNIVERSITY, through its faculty, maintains its responsibility for the instruction and academic supervision of STUDENTS assigned to INSTITUTION; however, INSTITUTION shall assign a staff member to assist in providing on-site instruction and to provide on-site supervision of the students.
 - (1) On-site instruction will be pertinent to the clinical objectives stated in the course syllabus.
 - (2) A copy of the clinical objectives is attached to this Agreement.
 - (3) INSTITUTION shall assist UNIVERSITY in the evaluation of students assigned for clinical experience.
- (d) Liability insurance coverage:
 - (1) UNIVERSITY maintains general liability coverage with the State of Florida Risk Management Trust Fund for its faculty and employees; coverage is provided to the limits of the State's waiver of sovereign immunity, \$200,000 per person, \$300,000 per occurrence. Additionally, UNIVERSITY maintains professional liability insurance coverage with a single limit of \$1,000,000 and an annual aggregate limit of \$5,000,000 for its faculty and students who participate in clinical programs. A copy of this certificate of insurance will be provided to INSTITUTION upon request.
 - (2) Faculty shall be licensed or certified for practice.
 - (3) The UNIVERSITY shall advise students of risks of exposure infectious diseases, including, without limitation, HIV infection, during the learning experience, and that INSTITUTION is not responsible for unpreventable exposure.

3. NON-DISCRIMINATION:

No person shall be denied access to or the benefits of this training program on the basis of race, color, sex, age, religion, national origin, marital status, handicap, or disability, unless otherwise allowed by law.

4. INDEPENDENT:

STUDENT will not be deemed to be an employee, agent or volunteer of INSTITUTION by virtue of participation hereunder, nor will the INSTITUTION be liable for the payment of any wage, salary, or compensation of any kind for service provided by the STUDENTS. Further, no STUDENT will be covered under INSTITUTION'S Worker's Compensation, social security, or unemployment compensation programs while participating hereunder.

5. TERM OF AGREEMENT:

The initial term of this Agreement shall be from _____, 20__ through _____, 20__. This AGREEMENT shall be automatically renewed for yearly periods thereafter. Either party hereto may terminate this AGREEMENT at any time by giving to the other party notice in writing at least sixty (60) days prior to the intended termination date; provided, however, that all STUDENTS enrolled in the clinical training program at INSTITUTION at the time of the notice of termination shall be given the opportunity to complete their clinical training program at INSTITUTION, for a period not to exceed six (6) months.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

FOR THE INSTITUTION:

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES:

Name: _____
Title: _____

Elizabeth M. Bejar
Vice President – Academic Affairs

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
FIU Attorney