

UNIVERSAL AFFILIATION AGREEMENT

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University, located in Flagstaff, Coconino County, Arizona ("University"), and _____ ("Facility") located at _____.

I. DURATION

This Agreement will be in effect for five (5) years, unless a lesser time-period is stated herein. The effective date of this Agreement will be _____ and will end on _____, and may be renewed, revised, or modified by a written Addendum signed by both parties.

II. PURPOSE

This agreement establishes a relationship between the University and the Facility, to allow students from Northern Arizona University to participate in an unpaid or paid educational experience at Facility's site that may qualify for University academic credit, as determined by the University.

III. GENERAL TERMS

1. A schedule of student participation will be agreed upon by the University, the student, and Facility.
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.
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.
4. The University and Facility reserve the right to dismiss or withdraw student participation if student conduct or performance is unsatisfactory.
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.
6. A meeting between representatives of Northern Arizona University and the Facility will occur at least once each semester to evaluate the educational program.
7. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
8. Each student must adhere to the Facility's established dress and performance standards.



IV. FACILITY'S OBLIGATIONS

1. Facility agrees to appoint a specific supervisor who is responsible for the educational activities and supervision of University students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
3. If the student is not paid for the educational experience, students are not deemed to be employees of the Facility during the duration of the experience by virtue of this agreement.

If the student is paid by the facility for the educational experience, provide compensation to the student as agreed between the Facility and the student. The Facility also agrees that the student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee-related benefits.

4. 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.
5. 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.

V. UNIVERSITY'S OBLIGATIONS

1. The University will designate a faculty or other representative to coordinate scheduling, provide course information and objectives, and assist in advising students.
2. The University will be responsible for developing and carrying out procedures for student selection and admission.
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.
4. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.



VI. STATE OF ARIZONA PROVISIONS

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.
2. **Conflict of Interest.** NAU'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.
3. **Notice of Arbitration Statutes.** Pursuant to [Section 12-1518](#) of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the [Arizona Board of Regents Policy 3-809](#), 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.
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. **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). Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law.
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 experience, 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.
7. **Israel.** Pursuant to Sections 35-393 and 35-393.01 of the Arizona Revised Statutes, Facility certifies that it is not currently engaged in and agrees for the duration of the Agreement, to not engage in a Boycott of Israel.

VII. MISCELLANEOUS

1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
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.
3. Any notice to the parties shall be in writing and delivered by regular or certified mail, and addressed to the following contacts:

University

Facility

Contact Person: _____

Contact Person: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

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.

The Arizona Board of Regents for and on
Behalf of Northern Arizona University

Facility: _____

Signature: _____

Signature: _____

Print Name: _____
Dean or designee

Print Name: _____

Title: _____

Date: _____

Date: _____