This Affiliation Agreement (hereafter “Agreement”) is entered into between the University of Hawai‘i, on behalf of ____________________ (hereinafter “University”) and ____________________ (hereinafter “Affiliate”). The University and the Affiliate shall sometimes be collectively referred to as the “Parties.”

The purpose of this Agreement shall be to establish an affiliation between the University and the Affiliate to provide [field/clinical/internship] experience, (hereinafter “field experience”) for the University’s students enrolled in [name of class/program].

It is therefore agreed that this Agreement shall set forth the terms and conditions which will govern the field experience of University students with the Affiliate.

The University and Affiliate agree to the following:

1. This Agreement incorporates commitments mutually agreed upon by the University and the Affiliate.

2. By this Agreement, the University designates the Affiliate as an approved setting for field instruction. Both the University and the Affiliate shall commit themselves to cooperatively provide field experience for the students.

3. There shall be no financial obligation by or to the University or the Affiliate.

4. The field experience will cover a period arranged between the University and the Affiliate. Days and times the student spends at the Affiliate will be arranged by the student and the designated representative of the Affiliate.

5. The number of students eligible to participate in the field experience with the Affiliate shall be determined by agreement of the Parties.

6. The University and the Affiliate understand that it shall be the students’ responsibility to provide transportation to and from the Affiliate’s facility for their assignments.

7. The students participating in the field experience should be considered students and not employees of either party and thus are not covered by the University or the Affiliate for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the field experience program.
8. Each student is placed with the Affiliate to receive field experience as part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Affiliate. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. The University shall notify each student of the contents of this paragraph.

9. Each party agrees to comply with and be separately responsible for compliance with all laws which may be applicable to their respective activities under this program. Both parties agree to comply with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, sex, age, disability or national origin.

10. This agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Affiliate and the University; without limiting the generality of the foregoing, no rights are intended to be created to any patient, student, parent or guardian of any student, employer or prospective employer of any student.

Responsibilities of the University

1. The University will provide the name of each student in the field experience program and any other relevant information requested by the Affiliate in order to support the education and training of the student with the Affiliate.

2. [The University shall send the Affiliate only such students who have completed appropriate academic education and are ready for the field experience.] [If the Affiliate selects the interns, then delete this paragraph and use paragraph 2 of "Responsibilities of the Affiliate."]

3. The University will support mutually agreed upon policies that govern the student at the Affiliate.

4. The University will designate a faculty member as the liaison between the University and the Affiliate. [Include name of faculty member and a short description of the liaison’s role.]

Responsibilities of the Affiliate

1. The Affiliate shall designate one or more supervisors who shall be responsible for the field experience program (hereinafter “Affiliate Supervisor”). [The Affiliate shall provide the University with the name and academic credentials of the
**Affiliate Supervisor.** The Affiliate Supervisor will maintain contact with the University's liaison to assure mutual participation in and surveillance of the program.

2. [The Affiliate shall review all applications for internships and conduct interviews, as necessary, of applicants. The Affiliate shall make the selection of the student(s) for the internship.]

3. The Affiliate shall provide the University with all rules, regulations, procedures, policies and information necessary and applicable to the students’ experience with the Affiliate.

4. The Affiliate shall provide orientation for the students beginning the field experience program.

5. The Affiliate shall provide qualified supervision of students during their field experience program.

6. The Affiliate shall administer all aspects of [insert appropriate description i.e., patient care, clinical services, facility's operations, etc.] at its facilities. The Affiliate has primary and ultimate responsibility for the quality of [insert appropriate description i.e., care, service, facility's operations] and as such, Affiliate staff shall have final responsibility, authority, and supervision over all aspects of [insert appropriate description, i.e., patient care, client services, facility's operations etc.]. University students and faculty shall at all times abide by such supervision.

7. The Affiliate will maintain records on each student’s performance to provide an evaluation to the University.

8. [The Affiliate may request that the University withdraw from the field experience program, any student whose performance is unsatisfactory, whose personal characteristics prevent effective professional relationships within the program or who violates the applicable policies of the University or the Affiliate. Pursuant to this paragraph, the Affiliate may temporarily relieve a student of a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the Parties.]

9. [The Affiliate may immediately remove from the Affiliate's facility any student who poses an immediate threat or danger or if warranted by the circumstances.]

10. The Affiliate shall notify the University of any change or proposed change in the field experience program, including changes in personnel.
11. The Affiliate shall, on reasonable request, permit the University to inspect its facility, its services, student’s records, and other such items pertaining to this program.

12. Except to the extent required by law or by order of a court or government agency, the Affiliate shall treat all student background information, whether provided by the University or the student, as confidential material. All records provided to the Affiliate by the University shall remain University property and shall be returned to the University following the completion of the student’s field experience.

**Miscellaneous Terms**

1. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties. Each party is responsible only for its own conduct.

2. This Agreement shall automatically renew annually, provided that either party shall have the right to terminate this agreement upon not less than two months written notice to the other. Provided, however, that students then participating in the field experience program shall be given the opportunity to complete the full program during that instructional period.

3. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment executed by both parties.

4. This Agreement shall be effective when executed by both parties.

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**University of Hawai‘i**

**Affiliate**

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Chancellor [Full name of Campus]  Date  

[Signature]

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Print Name  Title  

[Signature]  Date  

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Additional Terms for agreements involving nursing, psychiatric, social work or medical services:

! The Affiliate agrees to continue its accreditation/certification by the appropriate agencies: __________________(specify agencies).

! Each student will be required, as a condition for participation, to submit the results of a health examination to the University and, if requested, to the Affiliate to verify that no health problems exist which would jeopardize student or patient welfare. Students (and faculty, if applicable) will present the health records on the first day of field instruction at the Affiliate’s facility (individuals will not be allowed to commence the program until all records have been presented): (List immunizations/tests needed).

! No provision of this Agreement shall prevent any (patient, client, etc.) from requesting not to be a teaching (patient, client), or prevent any member of the Affiliate’s staff from designating any (patient or client) as a non-teaching patient. The Affiliate is responsible for notifying the (patient, client etc.) of the choice to decline student participation.

Other Terms that may be applicable:

! The faculty and students participating in the field experience program will be permitted to use the Affiliate’s library in accordance with the Affiliate’s policies.

! The Affiliates assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of any student participating in the field instruction program. The Affiliate will permit University faculty and students who are participating in the field instruction program to use any cafeteria on the same basis as employees of the Affiliate. The Affiliate will permit University faculty to use Affiliate parking spaces under the same policies governing Affiliate personnel.

! The University agrees to inform each student of the following responsibilities:

   a. Each student shall conform to the Affiliate’s holiday schedule and the University’s annual calendar;

   b. Students shall abide by the Code of Ethics (cite applicable code); and

   c. The University’s expectation is that students are to conduct themselves as professionals in all of their interactions at the Affiliate’s organization.
Issues to Consider

! Who will brief the student on the Affiliate's policies and practices?
! Who will give the student day-to-day instructions?
! Who will instruct the student as to general approaches to assignments?
! Who will monitor the student's work to insure the student, clients, employees or Affiliate's property is not in jeopardy?
! Who is to evaluate the student's work?
! What are the responsibilities regarding grading?
! What role does the Affiliate's evaluation have in the grading process?

Contact the Office of Research Services for agreement execution if the field instruction involves any of the following:

1. Activities which have a potential fire or explosion risk or use of hazardous materials;
2. Activities involving the use of vehicles, aircraft or ocean vessels;
3. Athletic activities or physical exertion;
4. Activities which involve a risk of serious injury;
5. Construction related activities; or
6. Activities involving work with minors.

Contact Office of Research Services for agreement execution if the following issues arise:

1. Affiliate seeks indemnification, hold harmless or similar provision assigning responsibility for liability; or
2. Affiliate requires insurance coverage.