AURORA UNIVERSITY

**Affiliation Agreement**

**This is an Agreement by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (legal name of Agency name; hereafter called the **Agency**) located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_ (state), and **AURORA UNIVERSITY**, Aurora, Illinois (hereafter called the **University**).

The purpose of this Agreement is to specify the terms and conditions under which the University endorses and Agency provides field experience for selected student learning.

The parties agree as follows:

1. **ENTIRE AGREEMENT:**
2. This Affiliation Agreement accompanied by Schedule A defining the terms of specific field experience including, but not limited to, schedules, duties, learning outcomes, and Agency and University requirements, constitutes the entire Agreement.
3. This Affiliation Agreement is the only Agreement between the parties and supersedes any prior Agreements.
4. This Affiliation Agreement must be fully executed prior to students beginning a field experience at the Agency.
5. **GENERAL TERMS AND CONDITIONS:**
6. The number of students placed each year will vary with the needs of the University for field experience placements and the ability of the Agency to supply appropriate student internship openings.
7. Stipends and scholarships notwithstanding, internship placements are not considered paid employment.
8. The Agency and the University shall retain their respective rights, privileges, powers, and functions as autonomous entities. Their legal, financial, education, and administrative policies and procedures shall be unaffected by the terms of this Agreement, except as is expressly provided for herein.
9. University faculty and students shall not be deemed or considered employees of the Agency and shall not replace Agency staff or render client services except as identified and delineated in the program of learning.
10. There shall be no discrimination against any persons on the basis of race, religion, sex, national origin, ancestry, age, marital status, handicapping conditions, or any other status protected under federal, state or local laws.
11. The parties shall maintain the confidentiality of records, data and other information deemed confidential by either party.
12. The parties agree to indemnify and hold each other harmless, to the fullest extent permitted by law, from any liability, claim, demand, judgement or costs, including reasonable attorney’s fees, arising out of or in connection with the acts, errors, omissions, work, or service of their respective employees/students/agents.
13. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
15. The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the University’s students who train at the facility pursuant to this Agreement.
16. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
18. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
19. This Agreement shall be binding upon the parties, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
20. The captions contained in this Agreement are for convenience of reference only, and do not define, describe, or limit the scope of this Agreement or any of its provisions.
21. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or such other address as either party may request, in the case of the University, by notifying the Agency, and in the case of the Agency, by notifying the University.

**If to the University:**

Aurora University

Attention: Vice President for Finance

347 S. Gladstone Ave

Aurora, IL 60506

Facsimile: 630-844-3777

**If to the Agency:**

Agency Name

Attention: Responsible Party

Street Address

City, ST Zip

Facsimile: XXX-XXX-XXXX

**III. TERM AND TERMINATION**

This Agreement shall be effective from May 1, 2021 and remain in effect for three years from the effective date unless terminated. Either party may terminate this Agreement, with or without cause, upon giving thirty (30) days prior written notice. This Agreement may be terminated at any time by the mutual Agreement of the parties, in writing. In no case will the termination be effective before the completion of a specific program of instruction or the University semester or term in which notice is given.

In witness thereof, the parties hereunto apply their authorized signatures:

**AURORA UNIVERSITY** by: **AGENCY** by:

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

Signature of Vice President for Finance Signature of Agency Representative #1

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Printed Name Printed Name

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

Title

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

Date Date

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Dean of Academic Unit Signature of Agency Representative #2

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Printed Name Printed Name

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Date Date