EXTERNSHIP PROGRAM AFFILIATION AGREEMENT

**THIS AGREEMENT** is entered into by and between Click or tap here to enter text. (“COMPANY”) and the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of the Career Development Center at Southern Illinois University Carbondale (“UNIVERSITY”).

WHEREAS, the parties understand that the externship is a supervised learning experience for the student to expand their knowledge about an industry, refine career aspirations, and expand their professional network (“Externship”); and

WHEREAS, UNIVERSITY and COMPANY desire to enter into an agreement pursuant to which University students may participate in an Externship with COMPANY.

NOW, THEREFORE, in consideration of the terms, conditions and covenants, mutual or otherwise, as hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (:Effective Date”) and expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless earlier terminated in accordance with this section. This Agreement may be terminated by either Party, with or without cause, upon no fewer than sixty (60) days advance written notice.
2. Company’s acceptance of a University student for an Externship at Company is, subject to applicable law, in its discretion.
3. COMPANY agrees to maintain direct and adequate supervision over the student extern “(Student”) in regard to the Student’s job responsibilities, duties, and/or work performed by Student at COMPANY during the Externship. COMPANY will provide Externship opportunities to University students in the following academic majors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. The Externships pursuant to this Agreement are (check one): Unpaid \_\_\_\_\_\_ Paid\_\_\_\_\_\_. If the Externship is paid, the Parties acknowledge and agree that UNIVERSITY is not responsible for payments to Students for the Externship.
5. The Externships pursuant to this Agreement are not for academic credit or its equivalent.
6. COMPANY shall maintain during the entire term of this Agreement commercial general liability insurance with limits of at least $1,000,000 per occurrence, workers’ compensation insurance to the extent required by applicable law, and professional liability insurance with limits of at least $1,000,000 per occurrence. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede the placement of any student at COMPANY pursuant to this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.
7. To the extent permitted by law, COMPANY agrees to indemnify and hold harmless UNIVERSITY, its agents, students externs, and employees from any claims, demands, or actions for injury or death of any person, or damage to or destruction of property, which arises out of the negligent act or omission of COMPANY, its agents or employees in connection with the activities which are the subject of this Agreement.
8. UNIVERSITY shall maintain during the entire term of this Agreement general and professional liability insurance through the Southern Illinois University Self-Insurance Program with limits of at least $1,000,000 per occurrence. Said insurance covers UNIVERSITY’s employees acting within the scope of their appointments and its enrolled students acting within the scope of any approved **unpaid**, externship or internship program for which academic credit or the equivalent may be awarded. **COMPANY acknowledges that students participating in a paid externships or internships or those externships or internships for which academic credit or the equivalent are not awarded are NOT covered by University’s liability insurance.**
9. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, UNIVERSITY shall indemnify and hold harmless the COMPANY for any claims, demands, costs and expenses, including reasonable attorney’s fees, arising out of negligent actions by University, its officers, employees and agents in the performance of obligations under this Agreement; provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful misconduct of the Agency. The parties agree that all claims against University are subject to the Illinois Court of Claims Act, 705 ILCS 505 *et seq*. Under no circumstances shall University’s liability, including without limitation its obligation to indemnify or hold any party harmless, exceed its potential liability under the Illinois Court of Claims Act.
10. The parties agree that reasonable efforts will be made to resolve problems with the Externship; however, COMPANY reserves the right to request removal of any student from participating in the Externship program at COMPANY if the Student poses a danger or risk to the health, safety, or welfare of any person or property in connection with COMPANY The parties, by mutual agreement, may withdraw the Student from the Externship program at COMPANY due to unsatisfactory work performance or unprofessional conduct.
11. It is agreed that no party to this Agreement shall discriminate against any person because of race, religion, sex, creed, handicap, national origin, age, or veteran status, while performing the terms and conditions of this Agreement.
12. Notices should be mailed to these addresses:
    1. UNIVERSITY:

SIU Career Development Center

Southern Illinois University

Mail Code 4703

Carbondale, IL  62901

* 1. COMPANY: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

1. All parties shall conduct their respective responsibilities in compliance with all applicable federal, state, and local laws, rules, and regulations as well as their own respective institutional rules, regulations, and bylaws.
2. UNIVERSITY and COMPANY shall have exclusive control over their respective institutions. No party by virtue of this agreement assumes any liability of any debts or obligations incurred by the other party to this Agreement.
3. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from student education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly the Parties agree as follows: (1) that any exchange or disclosure between the Parties of protected student information shall be in accordance with FERPA and its implementing regulations; (2) that should either party receive from the other personally identifiable student record information from education records, it shall not release or disclose that information to any other party without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of such student record personally identifiable information from education records to the purpose for which the disclosure was made. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

# The failure or delay of either party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of any such right, power, or privilege.

1. Any representations, warranties and indemnification obligations contained in this Agreement shall survive the termination or expiration of this Agreement.
2. This Agreement, and any dispute arising thereunder, shall be exclusively governed by and construed according to the laws of the State of Illinois without reference to its conflict of law provisions. The exclusive venue for litigation arising hereunder shall be a court of competent jurisdiction sitting in the State of Illinois.
3. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.
4. UNIVERSITY and COMPANY shall be considered independent contractors to one another. Nothing in this Agreement shall establish or create a relationship of partnership, joint venture, employment, franchise or association between UNIVERSITY and COMPANY, nor between their respective students, staff and/or employees.
5. This instrument sets forth the entire agreement between COMPANY and UNIVERSITY with regard to the Externship and supersedes all prior agreements, oral or written, regarding same. No alteration or modification to this Agreement will be valid unless made in writing and signed by both parties. The Parties acknowledge and agree that this Agreement does not supersede any for academic credit internship agreements between them.
6. Be entering into this Agreement University does not waive sovereign immunity, in whole or in part, or any protections afforded to it by applicable law.
7. Each person signing this Agreement below represents and warrants that he or she has the necessary authority to bind the Party on behalf of which he or she signs to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives and by doing so, affirm that the Agreement is enforceable on behalf of and against each party as of the Effective Date.

**BOARD OF TRUSTEES OF COMPANY**

**SOUTHERN ILLINOIS UNIVERSITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature

Marc Morris, acting in the capacity of Co-Provost

For Austin A. Lane, Chancellor

Southern Illinois University Carbondale

Name (Please print legibly)

Title(Please print legibly)