

# EDUCATIONAL EXPERIENCE PROGRAM

UTS Form 100-A  
(2/24/94)

## AFFILIATION AGREEMENT

This Educational Experience Program Affiliation Agreement ("Agreement") effective the \_\_\_ day of \_\_\_\_\_, 201\_, is between The University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System, ("System"), and \_\_\_\_\_, with its principle offices located at \_\_\_\_\_ ("Facility").

WHEREAS, Facility operates facilities located in the City of \_\_\_\_\_, State of \_\_\_\_\_, and therein offers \_\_\_\_\_ services;

WHEREAS, University provides academic courses with respect to health care and other related disciplines and periodically desires to provide its students with educational experience by utilizing appropriate facilities and personnel of third parties ("Program");

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility;

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To Become effective, all agreements between the parties with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing and executed by the authorized representatives of Facility and University.

4. **Responsibility of Facility:** Except for certain acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules and regulations; comply with all applicable requirements of any accreditation authority, and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services and other items provided by Facility for purposes of the educational experience; and,

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and/or academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

3. no person shall act as Facility Liaison without the prior written approval of University;

4. in the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

5. **Responsibilities of University:** University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. **Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. **Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **Term and Effective Date:** This Agreement shall become effective on the date first set forth above and shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or, (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program; whichever event last occurs.

12. **Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising out of or in connection with this Agreement will lie exclusively in Harris County, Texas.

13. **Indemnification:** Facility shall indemnify and hold The University of Texas System, University, their Regents, officers, agents, employees, and students harmless from liability resulting from the acts or omissions of Facility, its directors, officers, agents, and employees arising out of the activities to be carried out pursuant to the obligations of this Agreement.

FACILITY (legal binding authority)

UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_  
George M. Stancel, Ph.D.  
Executive Vice President  
Academic and Research Affairs

Date: \_\_\_\_\_

Date: \_\_\_\_\_