

## Affiliation Agreement

This Agreement is executed as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the University of Houston, for the benefit of its Kathrine G. McGovern College of the Arts – Arts Leadership Master Program ("University") and which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, which is located at 3333 Cullen Road, Room 120, Houston, Texas 77204-4017 and \_\_\_\_\_ ("Facility"), which is located at \_\_\_\_\_ University and Facility shall be known collectively as "the Parties" and singularly as "a Party" for "the Party."

**Whereas**, Parties seek to provide training in the field of Arts Administration/Arts Management/Arts Leadership for an agreed upon number of students enrolled in programs of the MA in Arts Leadership Program at University ("Students");

**Whereas**, it is agreed upon by Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize Facility for educational purposes.

**Now, therefore**, Parties agree as follows:

### ARTICLE 1 – RESPONSIBILITIES OF UNIVERSITY

University shall fulfill the following terms, obligations, and covenants:

1. Provide information and assistance to Facility to implement a program of educational experiences ("Program"), suitable to each Student, including Students with disabilities;
2. Inform Facility of the name, address, and telephone number of the Director of the MA in Arts Leadership Program who will be available to assist Facility personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility's designated representative;
3. Acquaint Facility designated representative and participating staff with the goals, objectives, methods, and specific expectations of the MA in Arts Leadership Program;
4. Assign to Facility only Students who have fulfilled prerequisites for the educational experience;
5. Assign only the number of Students mutually agreed upon by Facility and University;
6. Notify Facility as soon as possible of the names and arrival dates of Students;
7. Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of Facility; and
8. Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student.

### ARTICLE 2 – RESPONSIBILITIES OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide supervised learning experience for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes;
2. Assign an Arts Administration/Management supervisor to work with all Students and act as a liaison with the Director of the MA in Arts Leadership Program;
3. Provide University's designated Director of the MA in Arts Leadership Program with learning Agreement and a performance appraisal for each Student in a form prescribed by University;
4. Provide periodic performance information to the Student and to University as prescribed, and immediately report any unsatisfactory conduct or performance of a Student;
5. Permit designated faculty members the right to visit with Students and Facility supervisors regarding the progress of Students at Facility;

6. Provide Students with essential conditions and materials for their work, including space, privacy, and technological supports, and reimbursement for work-related expenses;
7. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual orientation; and
8. Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirements of Facility.

### **ARTICLE 3 – RESPONSIBILITIES OF PARTIES**

Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Under this Agreement, University, Students, and any University personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners, or joint venturers of Facility;
2. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Students. In the event a Student should, independent of the Agreement, be employed by Facility, this section and Article 3 section 1 shall not apply to the employed student during the hours in which such Student is performing services as an employee of Facility;
3. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
4. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; and
5. Facility shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility.

### **ARTICLE 4 – TERM AND TERMINATION**

1. This Agreement shall remain in effect until the end of University's academic year, including summer, and shall automatically renew for additional terms consisting of University's academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement, for a maximum total term of five (5) years.
2. Any breach of the covenants stated in Article 1 of this Agreement by University shall be considered a material breach of this Agreement. In the event of a material breach, Facility shall have the right to terminate this Agreement immediately.
3. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. If either Party exercises this option, Parties agree to make reasonable efforts so that Students already in training at Facility will be allowed to complete their stipulated courses of study.
4. Facility shall further have the right to demand immediate removal of any Student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the safety of Facility's patients, clients, or personnel or to the orderly business functioning of Facility.

### **ARTICLE 5 – GENERAL PROVISIONS**

1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws), provision and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.

- 3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
- 4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested as follows:

University:  
 Fleurette S. Fernando, Director, MA in Arts  
 Leadership Program  
 3333 Cullen Blvd, Room 20  
 University of Houston  
 Houston, Texas 77204-4017

Facility:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 5. Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party.
- 6. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement. This Agreement may be executed in counterparts.
- 7. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute, or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- 8. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- 9. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar cause beyond reasonable control of either Party.
- 10. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- 12. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

**In witness thereof**, the Parties have executed this Agreement as of the Effective Date.

**UNIVERSITY OF HOUSTON**

**FACILITY**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Dean, Kathrine G. McGovern College of the Arts

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**