

**AFFILIATION AGREEMENT FOR PLACEMENT
OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (hereinafter referred to as "University") and _____ (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;
2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of

their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERM OF AGREEMENT:

This agreement shall be for a term of _____, commencing _____. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

FOR THE FACILITY:

UW Superior

Attn:

Name of Department Requesting the Agreement: _____

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Signature of Authorized Official Date

Signature of Authorized Official Date

Jeff Kahler

Vice Chancellor for Administration and Finance