

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (this "Agreement") is made as of this ____ day of _____, 20____ by and between _____ ("Affiliate") with its principal address at _____, and Miami University, an Ohio state-assisted institution of higher education, through its Department of _____ (the "University").

Recitals

- A. Affiliate and the University wish to form a relationship to provide educational experiences for one or more students enrolled at the University (the "Students").
- B. Affiliate is willing to allow Students access to its premises under the terms and conditions referred to herein ("Affiliate's Program"); and
- C. It is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided quality educational experiences at the Affiliate; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

I. OBLIGATIONS AND RIGHTS OF THE UNIVERSITY

- A. Prior to the start of each academic term (*i.e.*, fall, spring and summer terms) during the term of this Agreement, the University shall provide a written request to Affiliate for the number of Students that wish to utilize the Affiliate's Program. Affiliate agrees to accept the Students, subject to the availability of the Affiliate's personnel for teaching and supervision. The University shall ordinarily provide the Affiliate with the names of Students and dates of educational experiences at least thirty (30) days prior to the Students' arrival. The University does not guarantee that Students shall utilize Affiliate's Program during each academic term.
- B. The University and Affiliate shall not permit students to practice at the Affiliate's facility unless they are under the supervision of an instructor who is physically present, unless both parties hereto agree in writing that, due to unique circumstances, such physical presence is not required for a course of instruction in question.
- C. The University reserves the right to revoke any assignment prior to the Student's entry into the Affiliate's Program, or to withdraw the Student from the assigned educational experience when, in the University's judgment, the educational experience no longer meets the needs of the Student.

- D. The University shall apprise Students of the requirement to comply with all Affiliate rules and regulations while they are present on the Affiliate premises.
- E. The University shall inform Students that they shall receive no compensation or benefits of any nature directly from Affiliate for participation in the Affiliate's Program.

II. OBLIGATIONS AND RIGHTS OF THE AFFILIATE

- A. So long as the University and Students fulfill each of the obligations contained herein, Affiliate shall allow Students access to its premises.
- B. To the extent possible, Affiliate shall exert its best efforts to maximize the quality of the educational experience of all students.
- C. Affiliate shall schedule adequate staff to provide the necessary level of care for its patients and shall not rely upon Student participation in determining staffing levels.
- D. Affiliate shall, at all times and in all situations, maintain the ultimate responsibility and authority regarding patient care.
- E. Affiliate shall provide the Students with access to first aid, emergency care and medical assessment for illness, accidents or incidents which occur on Affiliate property and which require immediate attention. The Student shall be responsible for the cost of any such care. The Affiliate agrees to notify the University and, if appropriate, the Student's parents, guardian, or next of kin, in case of an emergency medical situation.
- F. The Affiliate will provide the physical facilities and learning opportunities necessary for the educational experience and will provide the University with facility information as required by the University to maintain program accreditation.
- G. Affiliate will inform the University immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the Affiliate. If the Affiliate, at its sole discretion, determines that the continued presence of any student poses a threat to the welfare of any patient or employee, or is detrimental or disruptive to the performance of Affiliate's activities, said student's privileges of participating in this program at the Affiliate may be immediately suspended.
- H. Affiliate shall maintain professional and general liability insurance in minimum amount of One Million dollars (\$1,000,000) per occurrence and Three Million dollars (\$3,000,000) aggregate for its employees, directors, or officers and represents that it requires its independent contractors to

maintain adequate levels of insurance to cover their acts or omissions which may impact this Agreement.

III. MUTUAL OBLIGATIONS

- A. Affiliate and the University agree to cooperatively establish the learning objectives for the Affiliate's Program, devise methods for their implementation, and evaluate the effectiveness of the educational experience.
- B. Neither party shall use discriminatory practices in assignment, acceptance and evaluation of the Student. Students shall have equal opportunity without regard to race, color, creed, religion, national origin, gender, age, disability, and marital status. Both parties will, in the performance of this Agreement, comply with all applicable laws, rules, regulations, and orders regarding equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.
- C. Both parties shall maintain the confidentiality of Student records and performance and all patient information.
- D. Both parties expressly acknowledge that the Student is not an employee of the Affiliate, and that the Affiliate is not the employer of the Student for the purposes of this Agreement.
- E. Affiliate acknowledges that University is not liable for the actions and omissions of the Student. Affiliate shall be responsible for obtaining the signed consent from the Student to any terms and/or conditions that Affiliate wishes to impose on the Student which are not set forth herein.

IV. TERM AND TERMINATION

- A. The initial term of this Agreement shall begin on _____, 20____, and terminate on _____, 20____. This agreement will automatically renew for one-year terms unless otherwise terminated as provided herein.
- B. This agreement may be terminated at the will of either party by giving thirty (30) days written notice to the other, provided that Students who are currently in a rotation at Affiliate be allowed to complete that rotation without interruption.

V. MISCELLANEOUS

- A. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of Ohio without giving effect to its conflict of laws provisions.

B. Any litigation relating to this Agreement shall be venued in a court of competent jurisdiction in Ohio. The parties consent to the personal jurisdiction of that court.

C. This Agreement may not be amended, modified, or otherwise affected except by written document signed by both parties hereto.

D. The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that it may have for any subsequent breach, default or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

E. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of it.

F. The Agreement set forth in this document is the entire Agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.

G. The parties shall be independent contractors and nothing in this Agreement shall be construed to make either of the parties or any of their employees, an employee of the other party. No party shall exercise any control over the manner or means by which any other party or its employees perform services under this Agreement. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

IN WITNESS WHEREOF, the parties hereto set their hand below.

MIAMI UNIVERSITY

AFFILIATE

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: