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## UNIVERSITY-ORGANIZATION AGREEMENT For Service-Learning, Internship or Field-Study Placement

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This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“University”) and \_\_\_\_\_ (the “Learning Site”), to provide for the placement and education of students in a service learning or internship learning experience (“Learning Activity”).

**1. Term:** The Term of this Agreement shall be for five (5) years. The Term shall commence on July 1, 2021 and shall end on June 30, 2026.

### 2. Responsibility of the University:

2.1 The University shall provide coordination in facilitating communication between the University and/or faculty designee, the student, and the site supervisor for the Learning Site (the “Site Supervisor”).

2.2 The University and/or faculty designee shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.

2.3 The University shall be responsible for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.

2.4 The University shall advise the student of his or her responsibility to:

- a. Participate in all training required by the Learning Site.
- b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
- c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- d. Adhere to the policies, procedures, rules, standards and regulations of the Learning Site.
- e. Maintain the confidentiality of the Learning Site’s proprietary information, records and information concerning its clients.
- f. Get a background check, a tuberculosis test, fingerprints and any other training and/or testing requirements if the Learning Site requires them.

### 3. Responsibilities of the Site:

3.1 **Orientation.** The Learning Site shall provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Learning Site’s operations, services and/or clients, a discussion concerning safety policies and emergency procedures, mandated reporting requirements and information detailing where students check-in and how they log their time.

3.2 **Site Supervision.** The Learning Site shall provide a supervised on-site experience. The Learning Site shall provide a supervisor, who shall meet with the student to provide support and to review progress on assignments and activities.

3.3 **Training.** The Learning Site shall provide appropriate training, equipment, materials and work space for students to conduct professional activities appropriate to the Learning Activity.

3.4 **Evaluation.** The Learning Site shall evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.

3.5 **Safety.**

- a. The Learning Site shall notify the University as soon as is reasonably possible of any injury or illness to a student participating in a Learning Site activity. The Learning Site agrees to arrange emergency care or provide first aid to students in the event of an accident, injury or illness resulting from the Learning Site activity.

- b. The Learning Site shall not ask the student to transport any person, unless the Learning Site maintains business automobile liability insurance coverage for the student.
- c. The Learning Site shall inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law. The University does not perform background checks, fingerprinting or drug testing of its students.

#### **4. Status of Student:**

- 4.1 Each party agrees that the student will be in a learning situation and that the primary purpose of the Learning Activity is for the student's learning. While engaged in the Learning Activity, the student shall retain the status of a student working towards the fulfillment of a degree requirement. The student is not an employee, agent, independent contractor or volunteer of the University.
- 4.2 With the exception of situations where the student is undertaking the Learning Activity as a paid employee of the Learning Site, the student shall not displace regular employees of the Learning Site.

To the extent that the student is participating in a paid internship or paid Learning Activity, the student shall be considered an employee of the Learning Site. The student shall be paid by the Learning Site and the student shall be covered under the Learning Site's worker's compensation and liability insurance.

#### **5. Discipline of Student**

- 5.1 The Learning Site may remove the student from placement for violating Learning Site rules or regulations and professional codes/standards for such actions as the Learning Site views as detrimental to its operations. The Learning Site shall notify the University immediately after final action is taken.
- 5.2 The University shall have full responsibility for the conduct of any student academic or disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

#### **6. Insurance**

- 6.1 The Learning Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that the Learning Site is self-insured. If the Learning Activity provides services that are medical or clinical in nature, the Learning Site shall maintain medical malpractice insurance with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate for each of its medical staff personnel and ensure that any contracted medical providers have current medical malpractice insurance in amounts equal to those provided by the Learning Site. The Learning Site shall procure and maintain Workers Compensation insurance if required by applicable state statute. If the student is participating in a paid internship or paid Learning Activity, the student shall be considered an employee of the Learning Site and shall be covered under the Learning Site's worker's compensation and liability insurance. If the student is not being paid, the student shall be considered a volunteer and the Learning Site shall provide insurance coverage for the volunteering student either under its workers' compensation policy or a volunteer accident insurance policy. The University shall be named as an additional insured for general liability arising from this Agreement and be added to the insurance policy as an "additional insured".
- 6.2 NSHE is self-insured for its general liability exposure in accordance with the provisions of NRS Chapter 41. As a state agency, the University and NSHE are included in this self-insured program.

#### **7. Indemnification**

- 7.1 Indemnification by Learning Site. The Learning Site shall indemnify, defend and hold harmless the University, its regents, officers, employees, agents and representatives from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, including attorneys' fees, controversies, causes of action, lawsuits, proceedings, injuries (including death) and judgments arising either directly or indirectly from any act or failure to act by the Learning Site or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.

- 7.2 Indemnification by University. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend, and hold harmless Learning Site from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, including attorneys' fees, controversies, causes of action, lawsuits, proceedings, injuries (including death) and judgments, arising either directly or indirectly from any act or failure to act by the University or any of its regents, officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. The University shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 and any award for damages under NRS 41.035 may not exceed the sum of \$150,000 if awarded on or after July 1, 2020 and may not exceed the sum of \$200,000 if awarded on or after July 1, 2022.
- 8. Compliance With Federal, State and Local Laws.** Each party shall continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.
- 8.1 **Discrimination.** Both parties agree to fully comply with all applicable state and federal non-discrimination laws. The Learning Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.
- 9. Confidentiality of Records**
- 9.1 The Learning Site agrees to treat all records relating to the student confidentially and not to disclose student records except to the University and Learning Site officials who have a legitimate interest in the information, consistent with their official responsibilities.
- 9.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or the Learning Site, so long as those persons have a legitimate interest in the information.
- 10. Termination:**
- 10.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.
- 10.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Learning Site, and so long as the student remains in good standing in the University and within the Learning Site's performance standards, and the student's assignment has not otherwise ended, the student shall be allowed to finish his or her Learning Activity experience at the Learning Site.
- 11. Miscellaneous**
- 11.1 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, supplemented or modified except by mutual written agreement by the parties.
- 11.2 **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 11.3 **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening

cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

**11.4 Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.

**11.5 Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

**11.6 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.

**11.7 Notice.** Notices required by this Agreement shall be in writing, delivered personally, by certified or registered mail, or by overnight courier, and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

To Learning Site:

Name:

Company:

Address:

Phone:

Email:

To University:

David K. Shintani

Vice Provost, Undergraduate Education

University of Nevada, Reno

1664 N. Virginia Street Clark Admin 110

Reno, Nevada 89557

Telephone No.: 775-784-1740

Email: shintani@unr.edu

**11.8 No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

**11.9 Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

**11.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

LEARNING SITE

\_\_\_\_\_  
(Name)

Approved:

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

BOARD OF REGENTS OF THE NEVADA SYSTEM OF  
HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF  
NEVADA, RENO

Recommended By:

By \_\_\_\_\_  
Nevada Career Studio/OSCLE

Approved:

\_\_\_\_\_  
David K. Shintani  
Vice Provost Undergraduate Education  
Date: \_\_\_\_\_