



Wisdom to make a difference.

## STANDARD AFFILIATION AGREEMENT FOR EXPERIENTIAL EDUCATION PLACEMENTS

This Agreement is made between Keene State College of 229 Main Street, Keene, New Hampshire ("KSC"), and

\_\_\_\_\_ of \_\_\_\_\_ ("Placement Site").  
Click here to enter organization name      Click here to enter Town, State

The Placement Site is capable of providing practical experience, and is interested in providing assistance to KSC with its curricula. KSC encourages students to complete internships, practicums, field study and other experiential education placements as part of their degree program, and seeks to provide opportunity for internships by entering into agreements with placement sites.

### Term and Termination of the Agreement

This Agreement is for the placement of Keene State College students with assignments as specified in the *JobWISE Internship Record*. This Agreement for Placement will be in effect from date of signing and renew annually until termination by mutual agreement of both parties. This Agreement may be terminated upon providing at least 60 days' written notice to the other party or as described below.

### Responsibilities:

1. KSC and Placement Site agree to cooperate in providing an experiential education Placement for Keene State College students. The Placement Site will provide a facility for the student to obtain meaningful and practical work experience under the supervision of professionals in the field. KSC faculty will define educational objectives and evaluation plans for the placement.
2. The Placement Site will report to the College within 48 hours any complaints made by the student intern regarding compliance with company policies on safety or any type of harassment.
3. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than KSC. KSC agrees to provide Placement Site with guidance with respect to compliance with FERPA.
4. The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to KSC, and specifically agree not to harass or unlawfully discriminate against any individual on the basis of race, creed, color, sex, marital status, sexual preference, religion, age, disability, or national origin, and to comply with all anti-discrimination laws and policies which KSC promulgates and to which KSC is subject.
5. Placement Site has the right to require KSC to withdraw the Student in circumstances below:
  - i. Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,
  - ii. Student's behavior fails to conform with applicable regulations of the Placement Site.
6. The Placement Site must give the student notice of the problem and an opportunity to be heard before a final withdraw decision is made.
7. The Placement site is performing the services and duties under this Agreement as an independent contractor and not as an employee, agent, partner or joint venture with KSC.
8. Workers compensation:

- i. If this experiential education placement is uncompensated, the student shall not be an employee of either the placement site or KSC and, unless required by applicable state law, the student shall not be covered by workers' compensation insurance for injuries arising out of this placement.
  - ii. If this experiential education placement is compensated by the placement site, the student shall be an employee of the placement site and covered by workers' compensation insurance for injuries arising out of this placement, as required by applicable state law.
9. Faculty are employees of KSC and as such are covered by KSC for Workers' Compensation.
10. KSC is responsible to:
  - i. Ensure that every student will be covered by general liability insurance to the limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. The minimum limit can be met through a combination of primary and excess policies.
  - ii. Ensure that each KSC faculty member who will provide academic supervision and evaluation of the students will be covered by general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The minimum limit can be met through a combination of primary and excess policies.
  - iii. Provide a certificate of full coverage including excess policies on request.
11. KSC shall indemnify and hold harmless the Placement Site, its governing board, officers, employees, and agents from and against any and all claims, damages, liability, injuries, expenses, demands, and judgments, including court costs and attorney's fees, to the extent caused or arising from the negligent actions, errors or omissions of the student or a KSC faculty member in supervising the student, but shall not provide indemnification for Placement Site's own negligent actions, omissions, or failures.
12. The Placement Site shall indemnify and hold harmless KSC, its trustees, officers, employees, and agents from and against any and all claims, damages, liability, injuries, expenses, demands, and judgments, including court costs and attorney fees, to the extent caused or arising from the negligent actions, errors, or omissions of the Placement Site, its governing board, officers, employees, and agents, but shall not provide indemnification for the negligent actions, omissions, or failures of KSC, its trustees, officers, employees, and agents.
13. Use of Agreement in Electronic Form: Both parties agree that they may: (a) convert this Agreement to electronic form, (b) retain it solely in such form, and (c) in the event of any dispute, provide it in such form or a copy from such form. The parties further agree that the Agreement in such form (or a copy), including the application of industry security standards for digital signatures, shall not be denied legal effect, validity, or enforceability due to its form and shall meet any requirement to provide an original.
14. The Placement Site and KSC agree the terms and conditions of this Agreement shall apply only when the student is engaged in the experiential education program that is the subject of this Agreement. The Placement Site and KSC further agree that when the student is at the Placement Site in any other capacity, including but not limited to an employee, this Agreement shall not apply and, further, at such times KSC shall have no responsibility or liability for the student's health or safety, the student's acts or omissions, or any of the consequences of any aspect of the student's presence at the Placement Site. The Placement Site agrees to carefully distinguish between the student's participation in this experiential education program and the student's presence at the Placement Site in any other capacity, including as an employee, and keep a complete and accurate record of when the student is present to participate in the experiential education program.

15. Placement shall maintain infectious disease policies and procedures that include COVID-19 specific safety protocols in conformance with current guidelines from the Centers for Disease Control and Prevention (CDC) and state and local health departments. Basic guidance includes, but is not limited to, maintaining a personal distance of at least six feet between people, frequently washing hands and sanitizing surfaces, wearing personal protective equipment (PPE) such as face covering or protective eyewear, and screening for symptoms to identify those who may be infected with COVID-19 so appropriate precautions can be implemented. Placement’s CDC-conformant policies and procedures will include providing PPE to Students [or requiring Students to use PPE] and ensuring proper usage; procedures for possible COVID-19 exposure or illness; and isolation and quarantine procedures. Placement is aware that the CDC and state and local health departments are reviewing and updating their respective guidance on COVID-19 safety and will maintain and update its infectious disease policies accordingly. Placement will inform all Students of its policies and procedures regarding COVID-19 safety and require that Students comply with such policies and procedures as a condition of participation.

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of KSC execute this Agreement on the dates signed below.

**KSC:**

**PLACEMENT SITE:**

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

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

**Renee Harlow**  
Printed Name

\_\_\_\_\_  
Printed Name

**Senior Procurement Manager for Operations**  
**University System of New Hampshire**

\_\_\_\_\_  
Title

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date