**DEPARTMENT OF KINESIOLOGY AFFILIATION AGREEMENT**

This Agreement is entered into effective [date: mm/dd/yyy] Click or tap to enter a date., by and between [Institution Name] Click or tap here to enter text., hereinafter called the “Agency”, and **Michigan State University**, East Lansing, MI, hereinafter called “MSU”.

The parties desire by this Agreement to set forth the terms and conditions of engaging in a cooperative program for practical education of MSU students in the Department of Kinesiology at the Agency.

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. **Educational Program.** MSU shall plan and administer the educational program for its students at MSU and shall assume the following responsibilities:

1. MSU shall provide the Agency with the details of MSU’s Kinesiology Internship program (the “Internship Program”), Practicum (the “Practicum”), or Fieldwork Experience (“Fieldwork”) and the general scope of activities required at the Agency related to this program.
2. MSU shall provide a faculty member to coordinate the Internship/Practicum/Fieldwork Program with the Agency. The faculty member shall be responsible for: communicating with the Agency, determining final grades for each student, and handling inquiries from the Agency and student.
3. MSU shall provide the student with classroom and laboratory experience in the academic area of exercise science.
4. MSU shall maintain all educational records and reports relating to each student’s internship experience.
5. MSU shall process any complaints by the Agency against any student in accordance with standards and procedures for student conduct or academic discipline that are applicable to complaints arising at MSU.
6. MSU shall encourage students to have in force, at the commencement of the internship experience, health insurance.

2. **Patient/Client Care Program.** The Agency has primary responsibility for patient/client care and shall plan and administer all aspects of such care at the Agency and shall assume the following obligations:

1. The Agency shall provide a qualified supervisor for the educational activities of the student(s). The Agency shall provide for an adequate experience to provide a well-rounded exposure to all aspects of their respective field.
2. The Agency will inform MSU and the student in writing of the applicable rules and regulations of the Agency with regard to the confidentiality of patient, client, and Agency records, and with regard to the responsibility and authority of the Agency’s staff over patient/client care and Agency administration,
3. The Agency agrees to provide and be responsible for maintenance and repair of all facilities and equipment used by the student during his/her internship/practicum/field experience.
4. The Agency shall participate in the final evaluation of the student’s internship/practicum/fieldwork experience. The designated supervisor will fill out an evaluation form provided by MSU.
5. The Agency shall not charge the student for facilities or equipment used to perform tasks or functions for the Agency.

3. **General Provisions:**

1. In the performance of their respective duties and obligations under this agreement, each party is an independent contractor and neither is the agent, employee or servant of the other, and each is responsible for its own conduct. Specifically, students and faculty of MSU shall not be deemed to be employees of the Agency for purposes of compensation or fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, or for any other purpose, because of their participation in the internship. This provision shall not be deemed to prohibit the employment of any such participant by the Agency under a separate agreement.
2. There shall be no monetary compensation paid by the Agency to MSU, or vice versa, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner that will tend to maximize the mutual benefits to the Agency and MSU.
3. Each party will indemnify, defend, and hold harmless the other party and its respective officers, directors or trustees, employees and agents from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys’ fees and interest), which the other party or its respective officers, directors or trustees, employees, and agents sustains or incurs as a result of, in connection with, or arising out of, the indemnifying party’s or its employees’ or agents’ negligence, malpractice, action, or failure to act, in connection with the fulfillment of this Agreement. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program.
4. This agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party other than Agency and MSU; without limiting the generality of the foregoing, no rights are intended to be created for any patient, client, student, parent or guardian of any student, employer or prospective employer of any student.
5. This agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this agreement.
6. No amendment or modification to this agreement, including any amendment or modification to this paragraph, shall be effective unless the same is in writing signed by the party to be charged.

4. **Term of Agreement:** This agreement shall become effective as of the date mentioned above and shall continue thereafter until terminated by either party upon sixty (60) days written notice of termination, provided, however, that the students then receiving instruction in any clinical education program shall be given an opportunity to complete the full program during that instructional period. Routinely, the Agreement will be reviewed by both parties every three years following the establishment of this agreement.

**IN WITNESS THEREOF,** The parties execute this agreement.

**AGENCY INFORMATION:**

**Agency (Name):** Click or tap here to enter text.

**Agency Street # and Street Name:** Click or tap here to enter text.

**Agency City, State, and ZIP:** Click or tap here to enter text.

**Address (Other):** Click or tap here to enter text.

**Printed name, and title of individual signing on behalf of Agency:**

Click or tap here to enter text.

**Signature of individual signing on behalf of Agency** (physical signature only; electronic signatures not accepted at this time):

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MICHIGAN STATE UNIVERSITY:**

**Provost:**

Thomas D. Jeitschko

**Provost Signature:**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**