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**VISITING UNPAID INTERN AFFILIATION AGREEMENT
BETWEEN
THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE, ON
BEHALF OF ITS LSU HEALTH SCIENCES CENTER- NEW ORLEANS**

AND

This Agreement is by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE, ON BEHALF OF ITS LSU HEALTH SCIENCES CENTER- NEW ORLEANS (“University”) and _____ (“Home Institution”) located in _____ (City, State).

WITNESSETH

Whereas, it is to the mutual benefit of the parties to provide educational experiences for Visiting Unpaid Interns enrolled in certain programs of the Home Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose and Consideration:** The purpose of this Agreement shall be to provide educational experiences at the University to Visiting Unpaid Interns enrolled at the Home Institution. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- II. Terms and Conditions:** Pursuant to the above-stated purpose, the parties agree as follows:

A. Term and Termination:

TERM:

1. The Term of this Agreement shall be for a period beginning on _____ and terminating on _____.

TERMINATION:

2. Notwithstanding any other method of termination set forth elsewhere in the Agreement, this Agreement shall terminate:
- a. by mutual consent of both parties; or

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- b. by either party upon thirty (30) days written notice to the other party.

In the case of early termination, any Visiting Unpaid Interns currently participating in an educational experience at the University will be allowed to complete the experience which began before the termination of this Agreement.

- B. **Revisions:** This Agreement is subject to changes and revision as necessary and by agreement of the parties; provided, however, that any such change or revision must be agreed to in writing by both parties to be binding.
- C. **Placement of Students:** The Home Institution shall notify the University at least thirty (30) days prior to the beginning of each educational experience of the number of Visiting Unpaid Interns it desires to place at the University. The University shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline. Placement of Visiting Unpaid Interns at the University is subject to the Visiting Unpaid Intern signing the attached Visiting Unpaid Intern Agreement.
- D. **Discipline:** While enrolled in an educational experience at the University, Visiting Unpaid Interns will be subject to all applicable policies of the University, including the dress code. The University may immediately remove from the premises any student who poses an immediate threat or danger to patients, staff, visitors of the premises or the public; in all other cases, Visiting Unpaid Interns shall be dismissed from participation in the educational experience only after the appropriate disciplinary policies and procedures of the Home Institution have been followed.
- E. **Home Institution-Specific Responsibilities:** The following duties shall be the specific responsibilities of the Home Institution:
 - 1. Identify Visiting Unpaid Interns for placement at the University.
 - 2. Maintain liaison with the University for supervision of Visiting Unpaid Interns at the University for the educational experience.
 - 3. Establish a procedure for notifying the University if a student is unable for any reason to report for educational training.
 - 4. Obtain and maintain in force Professional Liability Insurance covering all liability incurred by each student that arises out of and during the

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course of each such student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Obtain and maintain Commercial General, Employers liability, and Worker's Compensation insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate.

5. Inform Visiting Unpaid Interns that they are not to submit for publication any material relating to the educational experience without prior written approval from the Home Institution and the University.
6. Distribute to Visiting Unpaid Interns the University's pertinent policies and procedure, if such materials are provided by the University.
7. Direct its Visiting Unpaid Interns to comply with the policies and procedures of the University, including but not limited to those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of University's protected health information, such Visiting Unpaid Interns are defined as members of the University's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Visiting Unpaid Interns are not and shall not be considered to be employees of the University. In addition, Home Institution agrees that a student's breach of University's policies concerning confidentiality shall be grounds for student discipline by Home Institution, including dismissal from the University's educational program and/or removal from the University.
8. To instruct Visiting Unpaid Interns that they are responsible:
 - a. To follow policies and procedures of the University throughout the affiliation.
 - b. To provide written evaluation of the University to the University upon request.
 - c. To provide health records upon request by the University. Typical requests include, but are not limited to, proof of Immunization tests, including MMR, PPD and Hepatitis B and/or Hepatitis declination form.

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- d. To provide documentation to the University of personal health insurance in effect during the term of assignment.
 - e. To obtain a criminal background check that meets the University's requirements and to provide a copy of the results of the background check to the University.
 - f. If the Visiting Unpaid Intern will be involved in research, inform them that they will need to complete a financial interest disclosure form for the University's review, and receive LAHEFSA clearance.
9. Verify and inform the Visiting Unpaid Intern that their educational experience will count for credit at the Home Institution. The Home Institution agrees to indemnify and hold harmless University for its failure to verify and inform its Visiting Unpaid Interns on degree credits that are to be applied toward the degree requirements of the Visiting Unpaid Intern during the educational experience at the University. The Home Institution must provide written documentation to the University and the Visiting Unpaid Intern of the criteria for and amount of credits to be provided by the Home Institution upon completion of the educational experience. The Home Institution agrees that University is not responsible or liable for meeting Visiting Unpaid Interns academic requirements, progress, or outcomes.

F. University-Specific Responsibilities: The following duties shall be the specific responsibilities of the University:

1. Provide an orientation for the purpose of familiarizing Visiting Unpaid Interns with University's physical facilities, philosophy, policies and procedures, and such other aspects of University's operations as are pertinent to the educational experience of the students.
2. Maintain a sufficient level of staff support to provide supervision of Visiting Unpaid Interns and to carry out normal service functions without having Visiting Unpaid Interns perform such functions in lieu of staff. Notify the Home Institution if staffing falls below this level while Visiting Unpaid Interns are present on scheduled affiliation.
3. Provide for the Visiting Unpaid Interns an educational experience that is appropriate to his/her needs and level of experience and proficiency and that is of sufficient size and variety to ensure the best educational experience possible.

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4. Notify the Home Institution in writing of any changes within the University which would alter significantly the specified educational experiences for the students.
5. Retain complete responsibility for patient care and provide adequate supervision of Visiting Unpaid Interns at all times.
6. Maintain a sufficient level of staff employees to carry out regular duties. Visiting Unpaid Interns will neither be expected nor permitted to perform services in lieu of staff employees.
7. Provide or obtain emergency medical treatment for Visiting Unpaid Interns if needed for illness or injuries suffered during the educational experience. Such treatment shall be at the expense of the student treated.
8. Maintain all applicable accreditation requirements and certify such compliance to the Home Institution or other entity as requested by the Home Institution. The University shall also permit authorities responsible for accreditation of the Home Institution's curriculum to inspect the University's educational facilities and services as necessary.
9. Certify to the Home Institution the completion of the education experience if the Visiting Unpaid Intern successfully meets the criteria established for his/her education experience at the University.

G. **Mutual Responsibilities:** The parties shall cooperate to fulfill the following mutual responsibilities:

1. The parties shall appoint two persons to be responsible for the Program. Home Institution shall appoint a program coordinator ("Educational Coordinator") and the University shall appoint a program supervisor ("Educational Supervisor"). Each party shall supply the other party with the name of this person along with the person's professional and academic credentials. Each party shall promptly notify the other in writing of any change of the person appointed. Home Institution will disclose information from a student's educational record, as appropriate, to personnel at the University who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. The University agrees that its personnel will use such information only in furtherance of the Program,

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and that the information shall only be disclosed to third parties in accordance with the Family Educational Rights and Privacy Act.

2. Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.
3. Visiting Unpaid Interns shall be treated as trainees who have no expectation of receiving compensation or future employment from the University or the Home Institution.
4. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.

The University agrees that it is the University's duty to investigate all complaints of sexual misconduct related to the educational experience at the University, to report to Home Institution receipt of any complaint involving a Home Institution student or employee, and to cooperate with Home Institution on any appropriate measures the parties deem necessary.

5. No party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.
6. It is understood and agreed that this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between the Home Institution and the University shall be considered as one between independent contractors and not as a joint venture or partnership.
7. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this

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Agreement (“Indemnitor”) agrees to indemnify and hold harmless the other party (“Indemnitee”) (together with Indemnitee’s successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees, students, or agents.

- H. Notices:** The following contacts are to be used for any legal notices related to this Agreement:

To the University: LSU Health Sciences Center
Attention General Counsel
433 Bolivar St. 8th Floor
New Orleans LA 70112

To the Home Institution: Name: _____
Address: _____

- I. No Assignment:** This agreement shall not be assigned by either party.
- J. Governing Law and Dispute Resolution:** This Agreement shall be governed by the laws of Louisiana, without giving effect to any choice of law or conflict of law provision that would cause the application of laws of any jurisdiction other than Louisiana. Controversies or claims between the parties arising under or related to this Agreement shall be heard in either East Baton Rouge or Orleans Parish.
- K. Entire Agreement:** This Agreement embodies the entire understanding of the Parties and supersedes all previous and contemporaneous communications, representations, or understandings, either oral or written, between the Parties related to the subject matter hereof.
- L. Waiver:** No provision of this Agreement may be waived except by an agreement in writing signed by the Parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision. THIS AGREEMENT IS NOT FINAL OR EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED HOME INSTITUTION AND UNIVERSITY OFFICIAL.

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- M. Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- N. Amendment:** Any amendment to this Agreement must be in writing and signed by both Parties

IN WITNESS HEREOF, the Parties hereby execute the Agreement.

UNIVERSITY SIGNATORIES

University By: Steve Nelson, M.D., Senior Vice Chancellor Signature: _____ Date: _____
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University By: Demetrius Porche, Vice Chancellor of Academic Affairs Signature: _____ Date: _____

HOME INSTITUTION SIGNATORIES

Home Institution By: Name, Title _____ Signature: _____ Date: _____
