

**Drake University and Host Agency Domestic Experiential Learning Agreement**

University Department: Community Engaged Learning & Service

Host Agency: \_\_\_\_\_

Drake Program Advisor / Instructor: \_\_\_\_\_

Host Agency Contact: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Program: The Program may be credit or non-credit bearing and involve the use of Drake resources. Please check all that apply:

- Travel Seminar Internship
- Service Learning Field Studies
- Research
- Learning Tours
- Experiential Trips
- Other, explain \_\_\_\_\_

**I. Goals of Agreement.**

**Drake University ("University")**, 2507 University, Des Moines, IA 50311, and

\_\_\_\_\_ ("**Host Agency**"), have established this Program to promote the following objectives:

1. To offer University students the opportunity to apply what they have learned in the classroom to real world situations and to achieve concrete objectives while increasing their skills and developing a deeper understanding within a particular discipline.
2. To perform voluntary Duties on behalf of a Host Agency at an experiential learning site ("Site").
3. The Host Agency acknowledges that students engaged in experiential learning are continuing their studies on a full-time basis and the Host Agency agrees to be mindful of this fact when establishing experiential learning expectations for students hereunder. The learning experience ("Program") covered by this Agreement is summarized as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Parties to initial handwritten information above.)*

**II. Term and Termination.**

1. This Agreement will commence on the Date of Agreement specified above and end when terminated by either party under subsection 2 below.
2. Either Party may terminate this Agreement by providing the other party with thirty (30) days' written notice of termination. Notwithstanding the foregoing, if this Agreement is terminated by Host Agency, this Agreement shall continue until all students enrolled in the Program as of the date of the termination have completed the Program.

### **III. Staffing, Supervision and Performance.**

1. The Host Agency will be responsible for training student(s) and for their supervision while they are at the Site or otherwise engaged in experiential learning experiences associated with the Program.
2. The Host Agency will hold an orientation session prior to or at the commencement of the Program that will include:
  - a. A tour of the Site
  - b. Information about any known health and safety risks that may exist at the Site as well the surrounding community.
  - c. Informing student(s) of any need for a background check, fingerprinting, vaccination(s) and/or a tuberculosis test. The Host Agency agrees to maintain the confidentiality of any testing results as required by federal and state law.
  - d. Business-related information student(s) should be familiar with about the Host Agency or the Site in order to perform Program Duties.
  - e. A learning contract or other written description of the student(s) tasks and responsibilities ("Duties").
3. The Host Agency agrees that student(s) at the Site or otherwise engaged in Duties on behalf of the Host Agency, will always be under the direct supervision of a representative of the Host Agency.
4. The Host Agency agrees student(s) will not be subjected to discrimination based on race, color, creed, religion, gender, age, sex, sexual orientation, gender identity, physical or mental disability, national origin, or any other class protected by law.
5. The Host Agency will notify the University as soon as is reasonably possible of any injury or illness to a student and will take appropriate steps to assist the student in obtaining necessary medical care.
6. The Host Agency will evaluate student performance based on criteria established by the Host Agency Contact ("Agency Contact") and the Drake Program Advisor ("Advisor"). This evaluation will be provided to the Advisor within one week following the end of the Program.
7. The Host Agency may request the removal of a student from the Program for unacceptable performance or unacceptable behavior. Any such request shall be made in writing to the Advisor. Any removal or suspension decisions shall be made by the University, in its sole discretion, after consulting the Host Agency.
8. The University will advise the student(s) it is their responsibility to:
  - a. Participate in all orientation and training required by the Host Agency.
  - b. Exhibit professional, ethical and appropriate behavior at the Site or when otherwise performing Duties within the Program.
  - c. Complete all assigned Duties in a timely and efficient manner.
  - d. Abide by the Host Agency's rules and standards of conduct.
  - e. Maintain the confidentiality of the Host Agency's proprietary information, records and information.
  - f. Abide by applicable Drake University's Code(s) of Student Conduct while engaged in the Program.
9. The University will advise student(s) that neither the University nor the Host Agency assumes any financial responsibility if the student is injured or becomes ill as a result of a student's participation in the Program.
10. Either party may request a meeting with the other party at any time to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
11. At the conclusion of the Program, the Advisor / Instructor and Agency Contact will meet to discuss the successes of the Program as well as what could be done differently in the future to improve upon the Program.

12. Student(s) engaged in the Program shall not be deemed to be agents of the University for any purpose. Furthermore, students engaged in the Program shall not be deemed to be employees of the University or the Host Agency, nor shall the University or Host Agency be liable for the payment of any salary or compensation of any kind to student(s) in conjunction with the Duties performed by student(s) within the Program, nor will such student(s) be treated as employees of the University or the Host Agency for purposes of worker's compensation insurance, employment taxes or unemployment compensation benefits.

#### **IV. Liability/Indemnification.**

1. Each party (the Indemnifying Party) shall indemnify, defend and hold harmless the other party, its officers, directors, employees and agents (the Indemnified Party) from and against any loss, liability, damage, action, cost or expense (including reasonable attorney's fees and court costs) arising out of i) the negligent acts, omissions or violations of law by the Indemnifying Party, its officers, directors, employees or agents, and (ii) any breach of the terms of this Agreement by the Indemnifying Party, its officers, directors, employees or agents.
2. Notwithstanding the generality of the foregoing, the Host Agency shall indemnify the University against any loss, liability, damage, action, cost, or expense arising out of any acts or omissions of student(s) while they are under the Host Agency's supervision.

#### **V. Insurance.**

1. The Host Agency will maintain general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate covering all acts performed by its employees, officers, agents and subcontractors under the terms of this Agreement. A certificate of insurance including any applicable endorsements naming Drake University as additional insured for general liability, shall be on file with the University prior to commencement of this Agreement. All insurance shall be written by companies with a current A.M. BEST Guide rating of A-VII or better.
2. Drake University will maintain general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate covering all acts performed by its employees, agents and students under the terms of this Agreement. A certificate of insurance including any applicable endorsements shall be on file with the Host Agency prior to commencement of the Program. All insurance shall be written by companies with a current A.M. BEST Guide rating of A-VII or better.
3. Drake and Host Agency each represent they each maintain Worker's Compensation insurance in full compliance with their applicable state law(s).

#### **VI. Independent Contractor Status.**

1. The arrangements contemplated by this Agreement shall not be deemed to constitute a partnership, joint venture, employment, or employee sharing arrangement between the Host Agency and the University. Neither the Host Agency nor their respective employees, officers, subcontractors and agents shall be covered by any insurance or employee benefit program maintained by the University.

#### **VII. Emergency Contact Information.**

1. The Host Agency Contact shall provide emergency contact information to the Drake Program Adviser prior to commencement of the Program. This information shall include the name of the Host Agency Contact, agency location, office and home

phone numbers of the Agency Contact and a contact number for the police department maintaining jurisdiction over the agency location. See Attachment A.

**VIII. Miscellaneous.**

1. This Agreement may be amended at any time by mutual consent of the parties. Any additions, changes or amendments to this Agreement must be in writing and signed by a duly authorized representative of each party.
2. The University reserves the right to review and approve any public announcement, videos, films, or photographs of any form, pertaining to the role of its students or the University in conjunction with the Program.
3. Host Agency authorizes Drake University to use its logo in promotional media associated with the Program.
4. In the event one or more of the provisions contained in this Agreement are declared invalid illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
5. This agreement may not be assigned or transferred, except by mutual agreement of the parties.
6. The failure of either party to insist in any one or more instances upon performance of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition; but the obligations of each party with respect thereto shall continue in full force and effect.
7. This Agreement shall be interpreted according to the laws of the State of Iowa. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Polk County, Iowa.
8. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

**In Witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.**

**Drake University**

**(Host Agency)**

(Host Agency Executive Director or Board Member)

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

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

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

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

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

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

**ATTACHMENT A**

**Emergency Contact**

**Name of Host Agency Contact:** \_\_\_\_\_

**Host Agency Location:**

**Home office:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Learning Site:** \_\_\_\_\_  
*(if different from Home Office)*  
\_\_\_\_\_  
\_\_\_\_\_

**Agency Contact:**

**Office phone:** \_\_\_\_\_  
**Home phone:** \_\_\_\_\_

**Police Department with  
Jurisdiction over  
Learning Site:** \_\_\_\_\_

**Non-emergency  
phone number:** \_\_\_\_\_