10.1.2015

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

University Department: Community Engaged Learning

Drake Program Advisor: Renee Sedlacek, Director, Community Engaged Learning

|  |  |
| --- | --- |
| Host Agency Name: |  |
| Host Agency Contact: |  |
| Dates of Contract: |  |

Program: The Program may be credit or non-credit bearing and involve the use of Drake resources (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 the above named 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”).
	1. 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 be in effect during the above stated dates. Any work performed by student(s) outside these dates will not be covered in this Agreement or considered part of the Program.
2. Either Party may terminate this Agreement with thirty (30) days’ written notice. A reason for the termination must be included in the written notice.

**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:
	1. A tour of the Site
	2. Information about any known health and safety risks that may exist at the Site as well the surrounding community.
	3. 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.
	4. Business-related information student(s) should be familiar with about the Host Agency or the Site in order to perform Program Duties.
	5. 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, religion, gender, age, sexual orientation, gender identity, disability, or national origin.
5. The Host Agency will notify the University as soon as is reasonably possible of any injury or illness to a student.
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.
8. The University will advise the student(s) it is their responsibility to:
	1. Participate in all orientation and training required by the Host Agency.
	2. Exhibit professional, ethical and appropriate behavior at the Site or when otherwise performing Duties within the Program.
	3. Complete all assigned Duties in a timely and efficient manner.
	4. Abide by the Host Agency’s rules and standards of conduct.
	5. Maintain the confidentiality of the Host Agency’s proprietary information, records and information.
	6. 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 will send a survey to document the success 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. The Host Agency is responsible for acts and 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 or a joint venture 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 revised 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.
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)**

By: Date: By: Date:
Printed Name: Printed Name:

Title: Director, Community Engaged Learning Title:
 (Host Agency Executive Director or Board Member)

**ATTACHMENT A
Please provide all of the following information**

**Host Agency Emergency Contact Information**

|  |  |
| --- | --- |
| **Name of Host Agency**  |  |
| **Primary Contact Person (on site)** |  |

**Host Agency Location**:

 **Home office address**:

|  |
| --- |
|  |
|  |
|  |

 **Learning Site**:  *(if different from Home Office address)*

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| --- |
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|  |
|  |

**Agency Contact**:

|  |  |
| --- | --- |
| **Office phone** |  |
| **Email** |  |

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

|  |  |
| --- | --- |
| **Dept. Name** |  |
| **Non-emergency phone number** |  |

For Reference Purposes ONLY, this is the agreement that all students sign.

***2.6.2012***

***Domestic Experiential Learning Program***

***Student Agreement***

***Release, Assumption of Risk, Hold Harmless and Indemnification***

*In consideration for the opportunity to participate in an experiential learning experience with a Host Agency as part of my academic program at Drake University (“Drake”), I (“Program Participant”)* ***understand*** *and hereby* ***acknowledge and agree to*** *the following:*

*I understand an experiential learning experience (“Program”) may be credit or non-credit bearing and may include a Travel Seminar, Internship, Service Learning, Field Studies, Research, Learning Tours, Experiential Trips, or other similar activities.*

1. *As a condition of my participation in a Program, I understand, agree and acknowledge, that as a Program Participant, it is my responsibility to:*
	1. *Participate in all orientation and training required by the Host Agency.*
	2. *Exhibit professional, ethical and appropriate behavior at the Site or when otherwise performing Duties within the Program.*
	3. *Complete all Duties assigned to me in a timely and efficient manner.*
	4. *Abide by the Host Agency’s rules and standards of conduct.*
	5. *Maintain the confidentiality of the Host Agency’s proprietary information, records and information.*
	6. *Abide by applicable Drake University’s Code(s) of Student Conduct while engaged in the Program,*
	7. *Abide by those laws that are applicable within the jurisdiction of the Program Site.*
2. *I agree that my participation in a Program is primarily for my benefit and not primarily for the benefit of the Host Agency or Drake. As such, when performing any volunteer Duties associated with a Program I will not be acting as an agent of Drake or as an employee of Drake or the Host Agency. Furthermore, I will not be entitled to payment of any salary or compensation for any volunteer Duties I perform within the Program, nor will I be treated as an employee of Drake or the Host Agency for purposes of worker’s compensation insurance, employment taxes or unemployment compensation benefits.*
3. *I understand I do not have the authority to sign any documents on behalf of Drake.*
4. *I understand the Agency Contact for the Program will communicate with my Drake Program Advisor regarding my performance in the Program and my performance in the Program will have a direct impact on my grade in any class associated with the Program.*
5. *As a condition of my participation in a Program, I promise to be covered throughout the Program, including any travel incident thereto, by adequate health insurance, at my expense. I acknowledge it is my responsibility to understand the benefits and limitations of my insurance coverage, and to purchase additional medical, travel or trip cancellation insurance if necessary. I agree that Drake is not responsible for any uninsured losses.*
6. *If I become ill, injured or incapacitated while participating in the Program, I authorize the Host Agency or Drake to secure medical treatment for me, as recommended by local medical personnel, including the administration of anesthesia, surgery and medical evacuation. I authorize the Host Agency or Drake to take whatever action it deems necessary and in my best interest in the event of social or political unrest or any other unforeseen event or condition. I authorize the Host Agency and Drake to share my health and safety information with my parents/guardians. If the Host Agency or Drake incurs any expense on my behalf that is not covered by insurance, I agree to reimburse the Host Agency or Drake for such expense.*
7. *I acknowledge that if I choose to operate a motor vehicle while traveling to or from the Program or while participating in the Program and if an accident occurs it will not be covered by any insurer of Drake and that I and/or my personal insurer will be solely responsible for any and all liability, damages and costs associated therewith.*
8. *I understand that publicity for Programs may include statements or photographs of Participants, including me, and I consent to such use of my statements and photographs*
9. *I understand that the right is reserved by Drake, in its sole discretion, to cancel a Program or any aspect thereof prior to, during or after its commencement, which may result in my needing to return home or to Des Moines at my own expense.*
10. *I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, discharge and agree to indemnify and hold harmless Drake and its employees, agents, officers, trustees and representatives from any and all liability whatsoever, including all liability arising directly or indirectly from the negligence of Drake or its employees, agents, officers, trustees or representatives (collectively “Releasees”) for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees (“Claims”), which arise out of, result from, occur during or are in any way connected, directly or indirectly, with my participation in the Program, including any travel incident thereto. I further release and agree to indemnify and hold harmless the Releasees from any Claim(s) made by any third party arising out of my acts or omissions as a participant in the Program, including any travel incident thereto. Finally, I agree to indemnify Drake if it sustains any financial loss or liability arising out of any of my acts or omissions during the Program, including any travel incident thereto.*

*In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have and that I have signed it knowingly and voluntarily.*

*Name of Student:*

*Signature of Student:*

*If Student is Minor, Parent/Guardian of Minor’s Signature:*

***Emergency Contact Information***

*Name:*

*Relationship to Student:*

*Address:*

*City, State, Zip*

*Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_*