

**EXPERIENTIAL EDUCATION AGREEMENT
BETWEEN**

**THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND,
THROUGH ITS CENTER FOR PUBLIC SERVICE**

AND

THIS EXPERIENTIAL EDUCATION AGREEMENT (“Agreement”) is made by and between **The Administrators of the Tulane Educational Fund**, a Louisiana nonprofit corporation and 501(c)(3) tax-exempt organization, through its Center for Public Service (“Tulane”) and a (“Site”) (collectively the “Parties”).

RECITALS

WHEREAS, Tulane desires to provide its undergraduate students (“Students”) with educational, learning and experiential opportunities through off-campus and on-campus experiences, including service learning and internships (“Program”);

WHEREAS, the Site recognizes the contribution of experiential education programs to the community. Site is capable of meeting the obligations herein and wishes to participate in the Program; and

WHEREAS, “Activities” and “Restricted Activities” are defined in Attachment “A”, as periodically updated to reflect new learning objectives to be furnished under this Program. Activities contemplated by this Agreement are of mutual interest and benefit to Tulane and Site.

NOW, THEREFORE, The parties hereby agree as follows:

1. Term.

a) This Agreement shall have a 36 month term (“Term”) that commences on the day of , 20 and ends on the day of , 20 . Renewal of the Term shall not be automatic. Instead, the Parties must expressly agree in writing to renewal.

b) Any Activities provided by Students participating in this Program beyond the Term or any extended Term will not be considered part of this Agreement.

2. Termination.

a) ***Without Cause Termination.*** Either party may terminate this Agreement by giving 30 days written notice. In the event of termination of this Agreement or an Activity described in Attachment “A” (either with or without cause), Students currently enrolled shall not be prejudiced by such termination and shall be

permitted to complete the Program under the conditions as set forth in this Agreement. Termination shall not relieve either party of obligations arising under this Agreement in connection with activities performed prior to termination.

b) ***For Cause Termination.*** Either Party may terminate this Agreement, upon written notice, for cause in the event of a material breach by either Party of the terms and conditions hereof. Upon receipt of such notice, if the breaching party is unable to cure such breach within fifteen (15) days, then the Agreement shall be deemed to terminate at the end of the curative period.

3. Nature & Scope of Student Activities. The nature and scope of Activities to be furnished by Students under the Program is defined and described in Attachment "A" (as updated semester-by-semester to reflect additional Learning Objectives). Attachment "A" is intended to: (a) document the maximum number of Students who may participate in the Project; (b) summarize the Project's goals and objectives; (b) identify point persons of Tulane and Site for coordination and liaison purposes; (c) describe deliverables and the project period.

4. Tulane agrees to:

a) ***Student Selection & Assignment.*** The assignment of Students is exclusively Tulane's responsibility, with the understanding that the concurrence of the Site is required to ensure adequate levels of supervision.

b) ***Point of Contact.*** Designate a Tulane representative who shall coordinate the educational objectives of the Program with the Site's point of contact.

c) ***Tulane Program Orientation.*** Advise Students of the objectives of the Program, the nature of the Program and what activities are approved for Student participation. This includes requiring all Students to attend a Program specific orientation prior to beginning the Program.

d) ***Records.*** Maintain records and reports concerning the Program within the academic year the activities are performed

e) ***Compliance.*** Provide guidance to Students and take administrative action in accordance with Tulane policies and Code of Student Conduct with regard to matters pertaining to Student academic performance or personal conduct while participating in the Program.

f) ***Supervision.*** When Students are providing Activities on Tulane's campus, Tulane shall retain responsibility for all Tulane areas of operations where Students are assigned. This shall include furnishing sufficient Tulane personnel to supervise Students consistent with applicable law and Tulane's policies, procedures and Code of Student Conduct.

5. Site agrees to:

a) ***Point of Contact.*** Designate an individual to coordinate with Tulane's representative the objectives of the Program and the activities approved for Student participation. Inform the Site staff of the learning objectives, which are detailed in Attachment "A," so that staff may support the intent of the Program.

b) **Compliance.** Review and abide by Tulane's Community Partner Handbook Site will complete any necessary background or criminal investigations as required by law and allow students to begin service while any necessary background or criminal investigations are in process.

c) **Facilities, Supplies & Equipment.** Make all necessary and available facilities, classrooms, library, conference rooms, and cafeteria otherwise available to Site personnel available to Students. Site further agrees that it will assess no fees to Tulane or to Students for use of Site resources, supplies, materials and/or facilities under this Agreement. Site shall provide a safe environment (including furnishing without charge necessary personal protective equipment and safety instructions) in compliance with all state, federal and local laws, and take precautions to provide for the safety of the Student participants including notification to Students and the Tulane representative concerning potential hazards or circumstances which may create unsafe conditions. Site will provide a list of addresses where Students will be asked to conduct Activities. Site agrees to vet all locations where Activities will take place for safety purposes and agrees to maintain supervision as defined in this Agreement.

d) **Orientation.** Provide Tulane representative and Student participants with orientation to the Site including a complete tour of the Site, information about the general operation, rules, policies, procedures and any other matters that may be specifically applicable to the Program and the Site and Student activities, and information about emergency procedures. Promptly notify Tulane and Student participants of any material changes therein.

e) **Supervision.** When Students are providing Activities at Site, Site shall retain responsibility for all Site areas of operations where Students are assigned. This shall include furnishing Site personnel responsible for supervising Students consistent with applicable law and Site policies and procedures. Site shall designate a qualified site supervisor to supervise Students. Site represents that Students will not be left unsupervised. If Site anticipates that students will be on Site without the physical presence of a Site supervisor, Site will notify Tulane's point of contact prior to the start of the semester for Tulane review and approval, given the nature of Activities. Such approval by Tulane does not relieve Site of its Student supervision requirements. Site also agrees to promptly notify Tulane of any Student performance issues or concerns, including but not limited to notice of any unsatisfactory performance or misconduct by a Student and provide documentation thereof. Site agrees to meet with student and Tulane represents in an attempt to mediate the issue before terminating the student.

f) **Confidentiality.** Treat confidentially any Student records, assessments, attendance reports and the like. Such records shall not be disclosed except to Tulane and the Site representative.

g) **Evaluation.** Participate in Student evaluation aimed at assessing Student performance and the Program.

6. Relationship of Parties.

a) **Status of Tulane and Site.** Tulane and Site shall at all times be considered by each other to be independent entities entering into this Agreement solely for the purpose of carrying out the provisions of this Agreement. Neither party shall have, nor exercise any control or direction over, the methods by which the other party, its employees, agents and/or representatives performs their work and functions as to any particular activity, the Program or the Activities to be furnished hereunder. Neither party shall be entitled to receive any employee benefits of the other party, including but not limited to health insurance, life

insurance, disability insurance, retirement benefits, vacation or sick leave pay and other customary employee benefits.

b) **Status of Students**. Each party agrees that the Students will be in an unpaid learning situation and that the primary purpose of the Program is for the Students' education. Students shall not replace or substitute for any of Site's employees. Students shall not perform any of the duties normally performed by an employee of the facility except such duties as are a part of the Program and are performed under the direct supervision of Site supervisor. Students shall be deemed independent contractors and are not entitled to receive compensation for Activities performed hereunder. Students shall not be entitled to receive any employee benefits, including but not limited to health insurance, life insurance, disability insurance, retirement benefits, vacation or sick leave pay and other customary employee benefits.

7. Compliance with Laws, Regulations and Policies. Both Tulane and Site shall comply with all federal, state and local laws including such laws regarding equal employment opportunity and non discrimination, and safety. Site shall also comply with Tulane's Harassment Policy, a copy of which can be found at www.institutionalequity.tulane.edu .

8. Indemnification by Tulane. Tulane hereby agrees to defend, indemnify and hold harmless Site, its directors, officers and employees (Tulane Indemnified Party/Parties), from and against all claims, demands, damages, liabilities (including negligence), causes of action, costs and expenses , including reasonable attorneys' fees incurred by each and any Tulane Indemnified Party for damages, including without limitation, bodily injury, personal injury, death or other claims brought by Tulane's employees in the performance of this Agreement.

9. Indemnification by Site. Site hereby agrees to defend, indemnify and hold harmless Tulane, its, directors, officers, administrators, trustees, employees, students, agents, successors and assigns (Site Indemnified Party/Parties) from and against all claims, demands, damages, liabilities (including negligence), causes of action, costs and expenses, including attorneys' fees incurred by each and any Site Indemnified Party for damages, including without limitation, bodily injury, personal injury, death or other claims brought by any person arising out of the negligent or intentional act or omission of Site, its employees, volunteers, subcontractors or agents. Site agrees to maintain insurance to cover its indemnification obligation including but not limited to general liability insurance coverage and Workers' Compensation coverage in amounts acceptable to Tulane or in a minimum amount required by law. Site shall provide Tulane with a Certificate of Insurance. The scope of this indemnification obligation shall not be limited by available insurance. This indemnification obligation shall survive the expiration of this Agreement.

10. Publication: Tulane and Students will be free to include references to the Program in class assignments and other educationally-related matters (including any theses or papers). In order to avoid inadvertent disclosure of Site's Confidential Information, Tulane shall submit any such document to Site for review at

least thirty (30) days prior to planned submission for publication or disclosure. Site shall notify Tulane within thirty (30) days of receipt whether such materials contain Confidential Information of Site. Tulane shall, at Site's written request, delete Site's Confidential Information from the intended publication or presentation and in such case, Site can request a delay in publication or presentation, but in no event shall the delay in publication exceed thirty (30) days.

11. Inventions: Tulane and Site acknowledge that commercially valuable intellectual property may be generated by Student(s) and/or Tulane faculty supervisors as a direct result of involvement in the Program. Tulane and Site agree that inventorship of such intellectual property will be determined in accordance with U.S. patent law and that ownership will follow inventorship. In the event of intellectual property which arises from the Program and which is wholly owned by Tulane or is jointly owned by Tulane and Site, Tulane hereby grants to Site, subject to the rights of the U.S. Government as set forth in 35 USC and 37 CFR Part 401, an exclusive option to negotiate an exclusive, worldwide license to make, have made, use, and sell patent rights for any commercial indication or purpose, under commercially feasible terms including but not limited to performance milestones, milestone payments and royalties within the industry norm, and including the right to grant sublicenses. Notwithstanding the grant of license to Site, Tulane retains the right to use patent rights and inventions for educational and research purposes.

12. Warranties: With regard to Activities performed and/or deliverables created or furnished under this Agreement, TULANE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THAT ANY DELIVERABLES WILL BE FURNISHED HEREUNDER OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TULANE OR STUDENTS BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS OR ANY INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES.

13. Notice. Any notice required by this Agreement shall be in writing and deemed given at the time it is deposited in the U.S. Mail, proper postage prepaid:

If to Tulane: Center for Public Service
6823 St. Charles Ave.
Alcee Fortier Hall
New Orleans, LA 70118

If to Site:

With a copy to:
Tulane's Office of General Counsel
6823 St. Charles Avenue
New Orleans, LA 70118

14. Governing Law. This Agreement shall be deemed to be executed, delivered and performed in New Orleans Louisiana and all disputes arising out of this Agreement, past, present or future, shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

15. Amendment. This Agreement may be amended solely by mutual written consent of duly authorized representatives of Tulane and Site. No provision may be waived except by mutual written consent.

16. Entire Agreement. Both signatories hereby warrant they have been and are duly authorized to execute this Agreement and any amendments hereof. This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supercedes all other Agreements between the parties concerning such matters.

17. Assignment. Neither party may assign this Agreement, which consent can be unreasonably withheld.

18. Use of Name. Neither Party shall use the name, logo, trademark or other indicia of the other Party in any public announcement without the prior written approval of that Party, provided, however, that parties may use each others' names in public announcements to describe activities permitted under this Agreement.

“Tulane”

“Site”

**The Administrators of the Tulane Educational
Fund d/b/a Tulane University through its Center
for Public Service**

By:

By:

Name: Agnieszka Nance

Name:

Title: Executive Director

Title:

Date:

Date:

Attachment "A"

Activities & Objectives

for Experiential Education Agreement

1. **Scope of Activities:** Site should electronically complete the Center for Public Service Information System with an agency profile.
2. **Restricted / Sensitive activities:** Some activities are closely monitored and in some cases students are told they may not participate in activities toward public service credit. (See appendix, Experiential Education Agreement, Attachment "A")
 - a. Human subjects research, including but not limited to surveys involving human subjects research, unless prior approval is obtained from Tulane's Institutional Review Board; students are advised to carry informational cards with researcher contact information which may be handed out to residents who have questions the student might be unprepared to answer
 - b. Restricted physical activities that include climbing ladders, climbing on rooftops, lifting more than 60 pounds, structural work, work with power tools and/or live electrical work; safety instructions must be documented and delivered to students, protective gear hard hats and steel-toe shoes are recommended
 - c. Students may not assign Site's service recipients into a certain level of programming based on Student-conducted assessments (e.g., placement of students in appropriate English as a Second Language class)
 - d. Political Campaigning: Voter education programs and activities are acceptable as long as they are without editorial opinion or political skew. Activities must be aimed at educating students with respect to the political process. Students can participate in campaign work, but it must be in a campaign of their choice without the university influencing which campaigns are chosen.
 - e. Students may not photograph crime scenes and write actual investigative reports
 - f. Perform background checks (unless the CPS Partnership Committee receives more information and approves this activity based on the additional information provided)
 - g. Testify in court (unless a valid subpoena has been issued)
 - h. Public Service credit is not issued to Tulane students for serving other members of the Tulane community (students, instructors, staff) for their or for Tulane's benefit. Public Service benefits members of the non-Tulane community.
 - i. Students may not sell or serve alcohol during the academic public service
 - j. For student work within **private homes or other one-time service sites** (example: Green Light New Orleans), the CPS Partnership Committee reviews partners' location vetting procedures based on the following questions:
 1. Explain how your agency screens homes before students conduct service there.
 2. Who is liable and what students should do if they are accused of stealing or something breaks?
 3. Explain level of supervision. Will an agency staff person/representative be present while students serve in private homes? If not, what procedure should students take for reporting problems? Explain how many students

should be present when serving in private homes. CPS Partnership Committee advises that students work in pairs or larger groups.

- k. Neighborhood-based outreach/Canvassing: Students should be advised to familiarize themselves with Tulane University's general safety guidelines. Partners are encouraged to notify neighborhood-based police officers, to inform students about the area in which they are working including "safe spots" (i.e. stores, etc.) where they may go if they are feeling uncomfortable, to provide students with informational cards including the sponsoring organization's contact information and to involve neighborhood residents when engaging students in neighborhood outreach activities. (CPS retains additional guidelines for these activities)
- l. Group Counseling and Counseling Related Guidelines
 - o Those involved are in compliance with licensing laws of their discipline as it relates to student learning and engagement with clients, especially clients in the mental health system.
 - o Clients can refuse to participate in public service activities without penalties.
 - o Encourage therapists to discuss the student's involvement with the group prior to the student attending group so that clients could air their concerns.
 - o Students should participate in structured, pre-determined ways for which they are trained ahead of time.
 - o Undergraduate students' contributions should be limited to observing groups and assisting the staff facilitator in material preparation, or in carrying out a specific group activity that they have been instructed on before a group session (example, helping clients generate a list of their known triggers for relapse).
 - o Unless the student has specific training in whatever treatment is being offered, undergraduates should not "co-facilitate" a group.