

**STATEMENT OF AGREEMENT**

**between TEXAS A&M UNIVERSITY- CORPUS CHRISTI**

**on behalf of its Department of Kinesiology**

**and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Affiliation Agreement (“Agreement”) shall become effective upon final signature (the “Effective Date”), by and between Texas A&M University - Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Department of Kinesiology (“TAMU-CC”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“AFFILIATE”), hereby establish an affiliation for the purpose of providing practicum experience for TAMU-CC students. TAMU-CC and AFFILIATE are sometimes referred to as a “Party” and collectively sometimes referred to as the “Parties”.

**SECTION 1. SCOPE OF PRACTICUM PLACEMENT:**

Consistent with the provisions of this Agreement, the Parties agree that TAMU-CC students shall have access to the AFFILIATE for observed and supervised training (“Practicum Placement”) as specified below. Neither TAMU-CC nor AFFILIATE will incur any financial obligation to each other as a result of this Agreement. TAMU-CC and AFFILIATE acknowledge TAMU-CC students will not provide services apart from their educational value.

**SECTION 1. TAMU-CC AND AFFILIATE JOINTLY AGREE:**

1.1 \_\_\_\_\_ (check one) Pursuant to this Agreement, AFFILIATE will provide a **300-hour** on-site educational experience to students who are enrolled in the **Exercise Science/Pre-Allied Health** Specialization in Kinesiology;

**OR**

1.1\_\_\_\_\_\_ (check one) Pursuant to this Agreement, AFFILIATE will provide a **300-hour** on-site educational experience to students who are enrolled in the **Sport Management Program.**

1.2 The parties will provide and maintain open channels of communication relative to the practicum through designated representatives.

1.3 TAMU-CC students will adhere to practicum hours established by TAMU-CC subject to approval by AFFILIATE and will be subject to all applicable AFFILIATE policies and procedures. TAMU-CC will determine beginning dates, holidays and ending dates for the practicum assignment.

1.4 The educational experience provided will be consistent with the curriculum requirements of TAMU-CC, and with the standards of the accrediting entity for the school or department of TAMU-CC in which the students are enrolled.

1.5 The program administered under this Agreement will be reviewed periodically by the parties and, when appropriate, will be revised via written amendment to meet TAMU-CC’s curriculum requirements and the standards of the accrediting entity.

1.6. Either TAMU-CC or AFFILIATE may remove a student enrolled in the practicum if, in the opinion of either party, the student is not making satisfactory progress in the practicum. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at AFFILIATE only with the written approval of both parties.

1.7 The Parties will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law.  Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct.  TAMU-CC takes responsibility for training its students, faculty, and employees on its nondiscrimination policies and grievance procedures, and AFFILIATE takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

1.8. The Agreement does not prevent AFFILIATE from participation in any other program, nor does this Agreement prevent TAMU-CC from placing TAMU-CC students with other entities.

**SECTION 2. TAMU-CC AGREES TO:**

2.1. Bear responsibility for academic administrative elements of the practicum.

2.2. Designate and assign appropriate faculty to serve as representative to AFFILIATE.

2.3. Limit the activities of TAMU-CC faculty at AFFILIATE to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by AFFILIATE.

2.4. Select the TAMU-CC student or students who shall be placed at AFFILIATE, subject to the approval of AFFILIATE.

2.5. Provide information requested by AFFILIATE related to students participating in the practicum, unless prohibited by Federal or Texas State law.

2.6. Inform all TAMU-CC students and personnel participating in the practicum that they are required to comply with the rules and regulations of AFFILIATE while on the premises of AFFILIATE, and to comply with the requirements of Federal and State laws and regulations regarding the confidentiality of information in records maintained by AFFILIATE.

2.7. Provide AFFILIATE with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty with their qualifications when requested.

**SECTION 3. AFFILIATE AGREES TO:**

3.1. Provide initial and updated information to TAMU-CC on AFFILIATE policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform TAMU-CC students and personnel concerning the rules and regulations of AFFILIATE.

3.2. Allow the use of AFFILIATE material in TAMU-CC classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by TAMU-CC to maintain the confidentiality of all AFFILIATE material in compliance with Federal and Texas State laws.

3.3. Provide suitable private office space, equipment, materials, supplies and clerical assistance necessary for accomplishment of the teaching/learning tasks.

3.4. Provision of on-site supervision by a qualified AFILLIATE representative, approved by TAMU-CC for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of TAMU-CC students placed with AFFILIATE.

3.5. Provide reasonable time for the AFFILIATE representative to prepare for and conduct conferences with TAMU-CC students, and to consult with the representative(s) of TAMU-CC.

3.6. Accept TAMU-CC students for the practicum within the capability of AFFILIATE with the provision that said student may participate in any AFFILIATE programs and activities, as appropriate in the opinion of AFFILIATE.

3.7. Complete appropriate paperwork for TAMU-CC students required by TAMU-CC for student performance evaluation, and to inform TAMU-CC of any concerns regarding the student.

3.8. Maintain sole responsibility for its clients’ care.

3.9. Obtain and maintain all licenses required for AFFILIATE and ensure that all AFFILIATE personnel are appropriately licensed.

**SECTION 4. INSURANCE:**

4.1. TAMU-CC is not responsible for providing personal liability or medical insurance covering TAMU-CC students. TAMU-CC assumes no liability for the acts or omissions of its students arising in the course of this affiliation. Students are covered under TAMU-CC’s School Blanket-Healthcare Provider Students Certificate of Insurance.

**SECTION 5. INDEMNIFICATION:**

5.1. During or after the term of this Agreement, AFFILIATE agrees to indemnify TAMU-CC from and against any and all liability, loss, damages, claims, or causes of action and related expenses, including attorneys’ fees, caused or asserted to have been caused by or as the result of the performance of AFFILIATE, except to the extent caused by or as the result of the performance of TAMU-CC.

**SECTION 6. TERM AND TERMINATION:**

6.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for twelve (12) months (“Initial Term”), unless sooner terminated as provide in this Agreement. This Agreement may be renewed for up to five (5) additional one (1) year terms (each a “Renewal Term”) by mutual written agreement of the Parties. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. An election not to renew this Agreement shall not constitute an act of termination or breach by either Party. Students scheduled to participate in the Practicum Placement at the time of any such termination shall be allowed to complete their assigned training.

**SECTION 7. MISCELLANEOUS PROVISIONS:**

7.1. FERPA. TAMU-CC hereby designates the AFFILIATE as an TAMU-CC “official” with a legitimate educational interest in TAMU-CC’s education records, as defined in the Family Education Rights and Privacy Act (“FERPA”), to the extent the AFFILILATE requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent TAMU-CC has policies, rules, and procedures binding on TAMU-CC officials generally, those policies, rules, and procedures will apply to the AFFILIATE only to the extent as is relevant to compliance by the Facility and TAMU-CC with FERPA. The AFFILIATE shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure TAMU-CC education records. The AFFILIATE shall: (a) abide by FERPA’s limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of TAMU-CC or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by TAMU-CC in writing.

7.2. HIPAA.

* + 1. TAMU-CC and the AFFILIATE acknowledge that the AFFILATE is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulations”). To the extent that students are participating in a Practicum Placement and faculty are providing supervision at the AFFILATE as part of the Practicum Placement, such students and faculty members shall:
       1. Be considered part of the AFFILATE’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be AFFILATE employees;
       2. Receive training from the AFFILATE on, and be subject to compliance with, all of the AFFILATE’s privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
       3. Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to TAMU-CC which a student accessed through Practicum Placement participation or a faculty member accessed through the provision of supervision at the AFFILATE that has not first been de-identified as provided in 45 CFR §164.514(a).
    2. TAMU-CC may not access or request to access any Protected Health Information held or collected by or on behalf of the AFFILATE, from a student or faculty member who is acting as a part of the AFFILATE’s workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a). The Parties acknowledge that TAMU-CC is providing no services to the AFFILATE under this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

7.3. Execution and modification. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by an authorized representative of each party.

7.4. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

7.5. Force Majeure. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred.  “Force Majeure event” is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome.  Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s).  Written notice of a Party’s failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s).

7.6. Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of Texas. This Agreement is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located.

7.7. Independent Contractor Status. Notwithstanding any provision of this Agreement to the contrary, the Parties are independent contractors, and neither Party nor any employee of either Party shall be deemed to be an employee, partner, joint venturer, or agent of the other Party. As an independent contractor, the Parties are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

7.8. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

7.9. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.10. Notices. Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email (with read receipt) or other commercially reasonably means and will be effective when actually received. TAMU-CC and AFFILIATE can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**TAMU-CC:** 6300 Ocean Drive, Unit 5731

Corpus Christi, Texas 78412-5731

Attn.: Contracts Administration

Email: contracts@tamucc.edu

With a copy to: 6300 Ocean Drive, Unit 5820

Corpus Christi, Texas 78412

Attn: Dr. Misty Kesterson

Telephone: (361) 825-3299

E-mail: misty.kesterson@tamucc.edu

**AFFILIATE :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.11.Conflict of Interest.By executing this Agreement, AFFILIATE and each person signing on behalf of AFFILIATE certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

7.12.Certification Regarding Business with Certain Countries and Organizations. AFFILATE represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code, as applicable. AFFILIATE acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

7.13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to Practicum Placements and supersedes all other written and oral agreements between the parties with respect to the Practicum Placements. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

**[Insert Affiliate Name]** **Texas A&M University – Corpus Christi**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Clarenda M. Phillips, Ph.D.

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Provost & Vice President for Academic Affairs

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Misty Kesterson

Clinical Associate Professor

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_