

AFFILIATION AGREEMENT
BETWEEN

GEORGE MASON UNIVERSITY and

THIS AGREEMENT is made this _____ day of _____, 20____ by and between George Mason University and the _____.

WHEREAS, the Company and the University recognize the need for preparing students to _____; and

WHEREAS, the University provides a course of study embodying theory and practice to students enrolled in _____; and

WHEREAS, the University desires that students, as a part of the Program be provided with experiences in _____; and

WHEREAS, the Company maintains such facilities that will enable it to provide such practical experience; and

WHEREAS, the parties wish to set forth the terms and conditions of a mutually beneficial affiliation.

NOW, THEREFORE IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to all of the following:

1.0 TERM

1.1 This Agreement shall be for a term of _____, beginning _____, 20____, and ending without further notice on _____, 20____.

2.0 STATUS OF THE PARTIES

2.1 The relationship of the parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purpose as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.

2.2 No full-time GMU employee may receive any direct compensation from Company unless authorized in writing.

3.0 COMPANY OBLIGATIONS

3.1 Company shall procure and continue in effect a comprehensive general liability insurance policy, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with \$500,000 coverage per occurrence and a \$1,000,000 umbrella. These policies will name George Mason University, the Commonwealth of Virginia, their employees and agents, as Additional Insured. In locations where it is required, Workers Compensation coverage will also be maintained. Company shall, at the University's request, furnish the University with insurance certificates indicating such coverage. Company agrees to keep the University advised of any changes in this policy and to provide the University with a copy of the Additional Insured endorsement of the policy.

3.2 Company shall hold harmless George Mason University, the Commonwealth of Virginia, and their respective officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. Accordingly, the University shall promptly notify Company of any claim or action brought against the University in connection with this Agreement. On such notification, Company will promptly take over and defend any such claim or action.

3.3 Company shall indemnify the University in the case of injury or illness to any participant, for the loss of any personal property by participants, or damage done to equipment or property of the University or the participants.

3.4 Company shall not use, in its external advertising, marketing programs, or promotional efforts, any data, pictures or other representation of the University except on the specific written authorization in advance by the University. The University will not withhold authorization unreasonably.

3.5 Company will waive all rights to any damages or causes of action against the University, the Commonwealth of Virginia, and their officers, employees and agents, and the faculty and students participating in this agreement, with respect to any advise given under this Agreement.

3.6 Company agrees that the University, the Commonwealth of Virginia, and their officers, employees and agents, and the faculty and students participating in this agreement are not liable for any failure to provide any services specified or described in this Agreement.

4.0 UNIVERSITY OBLIGATIONS

4.1 The University will provide cooperation and participation of the appropriate members of University administration, faculty, staff, and employees as deemed mutually beneficial and agreeable.

4.2 The University will require the students to sign a Confidentiality Agreement (Addendum).

4.3 The University will assign students enrolled in the Program to

5.0 MUTUAL OBLIGATIONS

5.1 No party shall disclose or use any information of a private, confidential, or proprietary nature.

5.2 Both parties to this Agreement agree to not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, disability, or age (except where sex or age is a bona fide occupational qualification).

6.0 GENERAL

6.1 Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or personally served to the appropriate party.

6.2 This Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this contract shall be brought before a proper state or federal court in the Commonwealth of Virginia.

6.3 Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

6.4 This Agreement constitutes the entire understanding of the parties and supercedes all prior oral or written agreements.

6.5 The failure of a party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right.

6.6 No party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer of delegation without such consent shall be void.

6.7 This Agreement is effective immediately upon signature of all parties.

WITNESS the following signatures of the parties:

GEORGE MASON UNIVERSITY:

Date: _____

Date: _____

Date: _____

COMPANY:

Date: _____