



EXERCISE SCIENCE PROGRAM CLINICAL EXPERIENCE AGREEMENT

This Agreement, entered into as of _____, _____, by and between _____, (hereinafter referred to as the "Facility"), located at _____, and Michigan Technological University of 1400 Townsend Drive, Houghton, Michigan 49931 (hereinafter referred to as the "University"):

WHEREAS the University offers a program for the training of Exercise Science Professionals, and

WHEREAS the fitness/sports training Facility provides a service that regularly offers fitness and sports training to those in need of such services and therefore regularly employs fitness specialists, exercise physiologists, and other exercise related professionals, and

WHEREAS the fitness/sports training Facility and the University share the following objectives of Professional Education:

To give the student opportunities to observe and provide fitness and sports related services to available fitness members and/or clients; and

To give the student the opportunities to achieve the terminal competencies of the Exercise Science Program; and

WHEREAS the parties hereto desire to enter into a relationship to provide clinical experience to the students of the University who are enrolled in its Exercise Science Program (hereinafter referred to as "Exercise Science Program" or "program").

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. Responsibilities of the University:

1. to assume and retain full responsibility for the planning and execution of its Exercise Science Program, including administration, faculty appointments, curriculum, criteria for student admission, student advancement, and graduation, and for compliance with any applicable laws, statutes, rules or regulations presently in force or at any time in the future enacted or promulgated for its program(s) and to assume responsibility to assure continued compliance with the educational standards established by the American College of Sports Medicine; and
2. to appoint a faculty member as the Academic Coordinator of Professional Education (hereinafter referred to as "ACPE") for the University who will have

immediate responsibility for student professional education, be a liaison between the University, the Facility, and the students, and be responsible for assuring that the facility's clinical experience meets the University's program needs; and

3. to establish and maintain on-going communication with the appropriate personnel of the Facility on matters pertinent to the clinical experience of students enrolled in the Exercise Science Program. Such communication may include, but is not limited to, the University's program curriculum, course descriptions, course outlines, policies, and significant changes in this information; and
4. to confer with the Facility Coordinator of Professional Education (hereinafter referred to as "FCPE") or other appropriate personnel of the Facility in regards to placement of students at the Facility and to provide such other pertinent information as may from time to time be required such as the student's name, degree of experience, and the like; and
5. to certify for professional experience only those students who meet the University's criteria for professional activity; and
6. to supply the Facility with appropriate forms to be employed in evaluating the performance of students participating in the program; and
7. to advise the enrolled students of their responsibility for complying with the rules and regulations of the Facility. Changes regarding the rules and regulations will be reviewed annually but will also be provided by the Facility to Students and the ACPE upon adoption; and
8. to maintain all program-required educational records and reports relating to the students' activities at the Facility; and
9. to process any complaints by the Facility against any student in accordance with the University's standard policies and procedures for student conduct or academic discipline applicable to such complaints.

B. Responsibilities of the Facility:

1. to designate as CCPE the Facility staff member who will be responsible for the planning and implementation of the clinical program in coordination with the designated faculty member designated as ACPE pursuant to Paragraph A(2) above; and
2. to schedule students so as to assure adequate supervision of student clinical activities; and

3. to add the students to the malpractice policy of the Facility; and
4. to provide the Professional supervision, (hereinafter referred to as "Supervision") the physical facilities, equipment, supplies, and medical or other information necessary to conduct the clinical program and to furnish participating students and any University instructors observing activities, subject to reasonable limitations, access to existing ancillary facilities such as offices, conference rooms, locker facilities, libraries, and the like; and
5. to advise the University of any change in its personnel, operations, or policies which may affect the clinical program; and
6. to provide the University and the assigned students with a copy of the Facilities existing Rules and Regulations; and
7. to provide appropriate training to students on rotation regarding patient privacy and confidentiality. Such training shall satisfy the requirements of all applicable Federal and state laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and related regulations; and
8. to evaluate the performance of the assigned students in conjunction with the University instructors and ACPE described in Paragraph A(2) above on a regular basis employing the form provided by the University pursuant to Paragraph A(2) above at such reasonable intervals as the Parties hereto shall from time to time agree upon; and
9. to indemnify and to hold harmless the University from any and all claims, damages, and/or loss arising out of fitness programs, instructions or activities and client/member/patient treatment rendered by Facility staff or employees; and
10. to make available, if possible, emergency health care for the assigned student which care will otherwise be the responsibility of the student.

C. Mutual Responsibilities and Additional Agreements:

1. No provision of this Agreement shall prevent any Facility member/client/patient from requesting not to be a teaching member/client or prevent any member of the Facility's staff from designating any member/client/patient as a non-teaching member/client/patient.
2. The Facility shall have the right to terminate any student whose health or performance is determined to be detrimental to the well-being of any member/client/patient.

3. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided for hereunder is mutually beneficial. The parties shall cooperate in administering the program in a manner which will maximize the mutual benefits to the Facility, the University, and the students participating in the Exercise Science Program.
4. Each party shall be separately responsible for compliance with all applicable statutes, laws, regulations, and rules, including anti-discrimination and affirmative action laws and statutes, which may be applicable to their respective activities under this program.
5. The University ACPE, students and instructors shall be considered guests or licensees in the Facility and not the agents or employees of the Facility and, therefore, the Facility shall have the sole and exclusive right to determine what services shall be rendered to its patients. No Facility employee or practitioner shall be considered as, nor be the agent, employee or representative of the University nor shall any University student or employee be considered as nor be the agent, employee or representative of the Facility.
6. Students shall not be allowed to give service to members/clients/patients of the Facility apart from that rendered for its educational value as a part of the planned professional program and the students shall at all times be under the supervision of a Facility professional practitioner.
7. The University and the Facility will maintain comprehensive general liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. Each party will provide to the other, upon written request, evidence of whatever liability insurance or defined self-insurance programs that it may carry to fulfill the requirements hereinabove set forth. Each party shall cooperate with and grant the other party written notice of claims received which arise in connection with training programs at the Facility involving students of the University.
8. The Director of the Exercise Science Program or his/her designate may make necessary visitation to the professional site or the Facility and shall give reasonable advance notice to the Facility of such visitation.

D. Miscellaneous Provisions:

1. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or implied, to create any rights or benefits in any party other than the University and the Facility; provided, however, that the independently created right of Facility employees, Facility patients, University

faculty, University staff, and University students, some of which are referred to herein, shall not be abrogated or altered by this Agreement.

2. Neither party will, unless approved in writing by the other party, utilize the other's name, logo or any likeness thereof in any advertising, publicity or other promotional activity, provided however that this provision does not prohibit Facility from stating or publicizing that it provides clinical experience to or is a clinical experience facility for exercise science students of the University nor prohibit University from stating or publicizing that Facility provides clinical experience to or is a clinical experience facility for its exercise science students.
3. This Agreement shall become effective _____, 2011, and shall continue for a period of three years thereafter, unless either party gives at least sixty (60) days written notice of their intention to terminate to the other party. This Agreement shall be reviewed prior to the expiration of the Agreement by the parties hereto and if an extension is agreeable to both parties, may be renewed via written modification to this Agreement signed by both parties. This agreement may otherwise be terminated at any time by the giving of sixty (60) days notice thereof by the terminating party to the other party in writing; provided, however, that, notwithstanding such termination, the University and the Facility shall fulfill their mutual obligations hereunder for the benefit of those students who have enrolled in and commenced, but have not completed, the professional program provided for herein until such time as such students complete the present term of professional training or discontinue participation in such training.
4. All amendments or modifications to this Agreement shall be in writing and shall be signed by the parties hereto.
5. This Agreement contains all of the terms, covenants, and conditions between the parties and thus constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

By: _____
Typed Name: _____
Typed Title: _____
Michigan Technological University

Date: _____

By: _____
Typed Name: _____
Typed Title: _____

Date: _____