

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the day of December 11th, 2020, is between The University of Texas at Austin (“University”), a component institution of The University of Texas System, (“System”), and The City of Austin, by and through its Austin Police Department, Victim Services Division (“Facility”), a home rule municipality, having its principal office at Austin, State of Texas.

Recitals

- A. Facility operates facilities located at 715 E. 8th St in the City of Austin, State of Texas, and therein provides Social Work services.
- B. University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties (“Program”).
- C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

- 1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a Program (“Program Agreement”) shall be reduced to writing, executed by authorized representatives of Facility and University.
- 2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.
- 3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
- 4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
 - a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

- b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
- c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
 - (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.
 - (2) University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.
 - (3) No person shall act as Facility Liaison without the prior written approval of University.
 - (4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 4.c.

5. RESPONSIBILITIES OF UNIVERSITY. University will:

- a. furnish Facility with the names of the students assigned by University to participate in the Program;
- b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. NOTICES. All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. ORAL REPRESENTATIONS. No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. AMENDMENT TO AGREEMENT. No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (5) years after the date and year stated in the first paragraph (“Term”). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other 180 days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
14. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University’s acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University’s supervision or control.
15. Confidentiality & Joint Venture. The Parties agree that:
 - a. students and faculty members may receive law enforcement sensitive information related to ongoing criminal cases while students are receiving educational experiences pursuant to this Agreement. University will never access or request access to any reports, videos, records, or other documents related to ongoing criminal investigations or prosecutions that are deemed privileged or confidential by law enforcement authorities;
 - b. except as may be required by law, students will not disclose to third-parties any information they acquire or receive related to ongoing criminal investigations or prosecutions;

c. students will not be employees of Facility under this Agreement. This Agreement does not constitute a joint venture between Facility and the University.

UNIVERSITY:

FACILITY:

By: _____

By: _____

Name: _____

Name: _____

Title: Business Contracts Administrator _____

Title: _____

Date: _____

Date: _____

Approved as to Content:

Date: _____

<Insert Dean's Name>
Dean, <Insert Department>