

This Work-Based Activity Affiliation Agreement is made and entered into by and between **Bridgerland Technical College** (“college”) and the company identified below (“externship/clinical site”). All parties entering into this agreement agree to both the terms identified in the **college Work-Based Activity Plan (Policy 695), and this Affiliation Agreement.**

(Cooperating Agency Name)

(Address)

(Phone)

Safety - The safety of students is of the utmost importance to both the externship/clinical site and the college. This should be maintained by providing a supervised, safe working environment at all times. Both the externship/clinical site and the college shall be protected in accordance with the law (exclusive remedy) as it relates to claims for personal or property damage.

Withdrawal of Program Participants - The externship/clinical site may immediately remove, from the premises, any student who poses an immediate threat or danger to personnel.

The externship/clinical site may request the withdrawal or dismissal of a student or other program participant from the facility when their work-based experience performance is unsatisfactory or their behavior is disruptive or detrimental to the externship/clinical site. In such an event, said program participant’s participation in the program shall immediately cease.

Indemnification – The externship/clinical site further acknowledges that the college is a governmental entity under the Governmental Immunity Act of Utah. Nothing in the agreement shall be construed as a waiver by the college of any protections, rights, or defenses applicable to the college under the act. It is not the intent of the college to incur by contract any liability for the operations, acts, or omissions of the other party or any third party; and nothing in the agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the agreement, any obligation of the college in the agreement to indemnify or defend contained in the agreement are subject to the act.

Insurance – The college is insured through its participation in the Utah Division of Risk Management Fund. Nothing in the agreement shall require the college to carry different or additional insurance, and any obligations of the college contained in the main agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the college’s negligent acts or omissions. If the college is called upon to defend, indemnify, or hold harmless the externship/clinical site, a defense shall be provided by the Utah State Division of Risk Management through its contracted assistant attorneys general.

Independent Contractor – The parties hereby acknowledge that they are independent contractors, and neither the college nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of the externship/clinical site. In no event shall this agreement be

construed as establishing a partnership, joint venture, or similar relationship between the parties hereto. The college shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security, and other taxes or benefits. The provisions of this article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

Non-Discrimination – There shall be no discrimination on the “...basis of race, color, national origin, religion (in three broad areas, affiliate with a certain religious organization, belief is a religious belief even though unaffiliated with organized religion, and finally non-believer), sex (including gender identity, sexual orientation, pregnancy and where sexual harassment becomes illegal), age (typically 40 or older), disability (ADA), genetic information, military status, or citizenship and immigration status...” in the selection of students for participation in work-based training.

Confidentiality – The college and all program participants agree to keep strictly confidential and hold in trust all confidential information of the externship/clinical site. The aforementioned shall not disclose or reveal any confidential information to any third party without the express, prior written consent of the externship/clinical site. The college shall not disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by the externship/clinical site. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this agreement and shall immediately terminate this agreement upon written notice to the college. The provisions of this article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

Termination – It is unnecessary to renew the terms of this agreement unless formal changes are made and approved by the Bridgerland Technical College governing board. The term of this agreement shall start with the dated signature below and remain in effect until terminated in writing by either party.

Except as otherwise provided herein, either party may terminate this agreement at any time without cause upon at least thirty (30) days’ prior written notice, provided that all students currently enrolled in the program at the externship/clinical site at the time of the notice of termination shall be given the opportunity to complete their program at the externship/clinical site. Such completion shall not exceed three (3) months.

Bridgerland Technical College
Main Campus
1301 North 600 West
Logan, UT 84321

Bridgerland Technical College
Brigham City Campus
325 West 1100 South
Brigham City, UT 84302

Additional Information: _____

College Administrator Signature

Date

Employer Signature

Date

Employer Title