EXPERIENTIAL EDUCATION AGREEMENT
BETWEEN
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND,
THROUGH ITS COMMUNITY FOR PUBLIC SERVICE
AND

THIS EXPERIENTIAL EDUCATION AGREEMENT ("Agreement") is made by and between The Administrators of the Tulane Educational Fund, a Louisiana nonprofit corporation and 501(c)(3) tax-exempt organization, through ___________________________________ ("Tulane") and ___________________________________ an organization ("Site") (collectively the “Parties”).

RECITALS

WHEREAS, Tulane desires to provide its undergraduate students (“Students”) with educational, learning and experiential opportunities through off-campus and on-campus experiences, including service learning, internships and/or volunteer activity (“Program”);
WHEREAS, the Site recognizes the contribution of experiential education programs to the community. Site is capable of meeting the obligations herein and wishes to participate in the Program; and
WHEREAS, “Activities” are defined in Attachment “A”, as periodically updated to reflect new learning objectives to be furnished under this Program. Activities contemplated by this Agreement are of mutual interest and benefit to Tulane and Site.

NOW, THEREFORE, The parties hereby agree as follows:

1. Term.
   a) This Agreement shall have a 36 month term (“Term”) that commences on the day of , 20__ and ends on the day of , 20__. Renewal of the Term shall not be automatic. Instead, the Parties must expressly agree in writing to renewal.
   b) Any Activities provided by Students participating in this Program beyond the Term or any extended Term will not be part of this Agreement.

2. Termination.
   a) Without Cause Termination. Either Party may terminate this Agreement by giving 30 days written notice. In the event of termination of this Agreement or a Project Specific Work Order (either with or without cause), Students currently enrolled shall not be prejudiced by such termination and shall be permitted to complete the Program under the conditions as set forth in this Agreement. Termination shall not relieve either party of obligations arising under this Agreement in connection with activities performed prior to termination.
   b) For Cause Termination. Either Party may terminate this Agreement, upon written notice, for cause in the event of a material breach by either Party of the terms and conditions hereof. Upon receipt of such notice, if the breaching party is unable to cure such breach within fifteen (15) days, then the Agreement shall be deemed to terminate at the end of the curative period.

3. Nature & Scope of Student Activities. The nature and scope of Activities to be furnished by Students under the Program is defined and described in Attachment “A” (as updated semester-by-semester to reflect additional Learning Objectives). Attachment “A” is intended to: (a) document the maximum number of Students who may participate in the Project; (b) summarize the Project’s goals and objectives; (c) identify point persons of Tulane and Site for coordination and liaison purposes; (d) describe deliverables, project period and budget.

4. Tulane agrees to:
   a) Student Selection & Assignment. The assignment of Students is exclusively Tulane’s responsibility, with the understanding that the concurrence of the Site is required to ensure adequate levels of supervision.
   b) Point of Contact. Designate a Tulane representative who shall coordinate the educational objectives of the Program with the Site's point of contact.
   c) Tulane Program Orientation. Advise Students of the objectives of the Program, the nature of the Program and what activities are approved for Student participation. This includes requiring all Students to attend a Program specific orientation prior to beginning the Program.
   d) Records. Maintain records and reports concerning the program within the academic year the activities are performed.
   e) Compliance. Provide guidance to Students and take administrative action in accordance with Tulane policies and Code of Student Conduct with regard to matters pertaining to Student academic performance or
personal conduct while participating in the Program.

f) **Supervision.** When Students are providing Activities on Tulane’s campus, Tulane shall retain responsibility for all Tulane areas of operations where Students are assigned. This shall include furnishing sufficient Tulane personnel to supervise Students consistent with applicable law and Tulane’s policies, procedures and Code of Student Conduct.

g) **Student Health Insurance.** Ensure that Students possess adequate health insurance.

5. Site agrees to:

a) **Point of Contact.** Designate an individual to coordinate with Tulane's representative the objectives of the Program and the activities approved for Student participation. Inform the Site staff of the learning objectives, which are detailed in Attachment “A,” so that staff may support the intent of the Program.

b) **Compliance.** Review and abide by Tulane’s Community Partner Handbook and complete any necessary background or criminal investigations as required by Site by law.

c) **Facilities, Supplies & Equipment.** Make all necessary and available facilities, classrooms, library, conference rooms, and cafeteria otherwise available to Site personnel available to Students. Site further agrees that it will assess no fees to Tulane or to Students for use of Site resources, supplies, materials and/or facilities under this Agreement. Site shall provide a safe environment (including furnishing without charge necessary personal protective equipment and safety instructions) in compliance with all state, federal and local laws, and take precautions to provide for the safety of the Student participants including notification to Students and the Tulane representative concerning potential hazards or circumstances which may create unsafe conditions.

d) **Orientation.** Provide Tulane representative and Student participants with orientation to the Site including a complete tour of the Site, information about the general operation, rules, policies, procedures and any other matters that may be specifically applicable to the Program and the Site and Student activities, and information about emergency procedures. Promptly notify Tulane and Student participants of any material changes therein.

e) **Supervision.** When Students are providing Activities at Site, Site shall retain responsibility for all Site areas of operations where Students are assigned. This shall include furnishing Site personnel responsible for supervising Students consistent with applicable law and Site policies and procedures. Site shall designate a qualified site supervisor who will supervise Students. Site represents that Students will not be left unsupervised. Site also agrees to promptly notify Tulane of any Student performance issues or concerns, including but not limited to notice of any unsatisfactory performance or misconduct by a Student and provide documentation thereof. Site agrees to meet with student and Tulane represents in an attempt to mediate the issue before terminating the student.

f) **Confidentiality.** Treat confidentially any Student records, assessments, attendance reports and the like. Such records shall not be disclosed except to Tulane and the Site representative.

g) **Evaluation.** Participate in Student evaluation aimed at assessing Student performance and the Program.

h) **Insurance.** Site shall, at its own expense, procure and maintain in full force and effect for the duration of this Agreement at least the following insurance policies (or self-insurance coverage) with coverage and limits specified below, and adequate to protect against any and all claims of any nature for occurrences and claims for damage to property (including loss of use), including death, that may arise from or in connection with the performance of Activities by Tulane and/or Students.

i) **Workers’ Compensation Insurance** with coverage for all of Site’s employees, subcontractors, including coverage under the applicable law of the jurisdiction where the work will be performed. For the purpose of this Section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

ii) **Commercial General Liability Insurance** with the following minimum limits of liability:

   (a) General Aggregate Limit (other than Product-Completed Operations)--$1,000,000 per occurrence and $1,000,000 aggregate;

   (b) Product-Completed Operations Aggregate Limit--$1,000,000 per occurrence and $1,000,000 aggregate;

   (c) Personal Injury Aggregate Limit--$1,000,000 per occurrence and $1,000,000 aggregate; and

   (d) Each Occurrence Limit--$1,000,000 per occurrence and $1,000,000 aggregate.

iii) **Products and Completed Operations Insurance** shall be provided for a period of not less than three years after the termination date of the Agreement. Coverage shall also include all contractual and tort indemnity obligations. Coverage extended under Site’s policy to Tulane as an additional insured shall include coverage for Products and Completed Operations liability arising out of Site’s operations.
v. **Proof of Coverage & Cancellation.** Evidence of insurance shall be provided upon request. Such insurance shall not be reduced or cancelled without reasonable prior written notice to Tulane, except that Site may, without notice to Tulane, replace such insurance with a program of insurance that is comparable to that set forth above.

vi. **Endorsements.** Except for Workers’ Compensation, all required insurance coverage shall be endorsed with the following language: “The Administrators of the Tulane Educational Fund, its officers, directors, trustees, agents, employees, Students, and governing board are hereby named as additional insureds as their interests may appear.” All policies shall be primary in relation to any policies carried by Tulane and shall contain a waiver of subrogation.

vii. Insurance required by this Section shall: (i) be self-insured and/or underwritten by a licensed insurance carrier that is financially stable (i.e., with an AM Best Rating of "A" V or higher or underwritten by a licensed insurer reasonably acceptable to the other party); (ii) be primary for that party’s exposure relative to any insurance purchased or maintained by the other party; and (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the other party. With regard to the general liability insurance, the insurance shall be endorsed so the insurer will waive subrogation rights against the other party. Site shall be solely responsible for the payment of any deductible or self-insured retention under any such policy.

6. **Relationship of Parties.**
   a) **Status of Tulane and Site.** Tulane and Site shall at all times be considered by each other to be independent entities entering into this Agreement solely for the purpose of carrying out the provisions of this Agreement. Neither party shall have, nor exercise any control or direction over, the methods by which the other party, its employees, agents and/or representatives performs their work and functions as to any particular activity, the Program or the Activities to be furnished hereunder. Neither party shall be entitled to receive any employee benefits of the other party, including but not limited to health insurance, life insurance, disability insurance, retirement benefits, vacation or sick leave pay and other customary employee benefits.
   b) **Status of Students.** Each party agrees that the Students will be in an unpaid learning situation and that the primary purpose of the Program is for the Students’ education. Students shall not replace or substitute for any of Site’s employees. Students shall not perform any of the duties normally performed by an employee of the facility except such duties as are a part of the Program and are performed under the direct supervision of Site supervisor. Students shall be deemed independent contractors and are not entitled to receive compensation for Activities performed hereunder. Students shall not be entitled to receive any employee benefits, including but not limited to health insurance, life insurance, disability insurance, retirement benefits, vacation or sick leave pay and other customary employee benefits.

7. **Compliance with Laws, Regulations and Policies.** Both Tulane and Site shall comply with all federal, state and local laws including such laws regarding equal employment opportunity and non discrimination, and safety. Site shall also comply with Tulane’s Harassment Policy, a copy of which can be found at www.institutionalequity.tulane.edu.

8. **Indemnification by Tulane.** Tulane hereby agrees to defend, indemnify and hold harmless Site, its directors, officers and employees (individually and collectively “Indemnified Site Party”) from and against all claims, demands, damages, liabilities (including negligence), causes of action, costs and expenses (including reasonable attorney fees) incurred by each and any Indemnified Site Party for damages, including without limitation, bodily injury, personal injury, death, property damage or other claims brought by any person arising out of negligent acts, or omissions of Tulane, its employees, subcontractors or agents, or Tulane’s material breach of this Agreement. Tulane agrees to maintain insurance and/or self-insurance to cover its indemnification obligation. The scope of this indemnification obligation shall not be limited by available insurance. This indemnification obligation shall survive the expiration of this Agreement.

9. **Indemnification by Site.** Site hereby agrees to defend, indemnify and hold harmless Tulane, its, directors, trustees, officers, employees, Students, agents, successors and assigns (individually and collectively “Indemnified Tulane Party”) from and against all claims, demands, damages, liabilities (including negligence), causes of action, costs and expenses (including reasonable attorneys’ fees) incurred by each and any Indemnified Tulane Party for damages, including without limitation, bodily injury, personal injury, death, property damage or other claims brought by any person arising out of the negligent acts, omissions, or intentional acts of Site, its employees, volunteers, subcontractors or agents, Site’s material breach of this Agreement, or the design, development,
production, manufacture, marketing, distribution, promotion, lease, use or sale of any product, process, research results or services derived from or embodying the Activities, Program or otherwise the subject of this Agreement. Site agrees to maintain insurance and/or self-insurance to cover its indemnification obligation. The scope of this indemnification obligation shall not be limited by available insurance. This indemnification obligation shall survive the expiration of this Agreement.

10. Publication: Tulane and Students will be free to include references to the Program in class assignments and other educationally-related matters (including any theses or papers). In order to avoid inadvertent disclosure of Site’s Confidential Information, Tulane shall submit any such document to Site for review at least thirty (30) days prior to planned submission for publication or disclosure. Site shall notify Tulane within thirty (30) days of receipt whether such materials contain Confidential Information of Site. Tulane shall, at Site's written request, delete Site's Confidential Information from the intended publication or presentation and in such case, Site can request a delay in publication or presentation, but in no event shall the delay in publication exceed thirty (30) days.

11. Inventions: Tulane and Site acknowledge that commercially valuable intellectual property may be generated by Student(s) and/or Tulane faculty supervisors as a direct result of involvement in the Program. Tulane and Site agree that inventorship of such intellectual property will be determined in accordance with U.S. patent law and that ownership will follow inventorship. In the event of intellectual property which arises from the Program and which is wholly owned by Tulane or is jointly owned by Tulane and Site, Tulane hereby grants to Site, subject to the rights of the U.S. Government as set forth in 35 USC and 37 CFR Part 401, an exclusive option to negotiate an exclusive, worldwide license to make, have made, use, and sell patent rights for any commercial indication or purpose, under commercially feasible terms including but not limited to performance milestones, milestone payments and royalties within the industry norm, and including the right to grant sublicenses. Notwithstanding the grant of license to Site, Tulane retains the right to use patent rights and inventions for educational and research purposes.

12. Warranties: With regard to Activities performed and/or deliverables created or furnished under this Agreement, TULANE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THAT ANY DELIVERABLES WILL BE FURNISHED HEREUNDER OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TULANE OR STUDENTS BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS OR ANY INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES.

13. Notice. Any notice required by this Agreement shall be in writing and deemed given at the time it is deposited in the U.S. Mail, proper postage prepaid:

If to Tulane:  Center for Public Service  
6823 St. Charles Ave.  
327 Gibson Hall  
New Orleans, LA 70118

If to Site:  
____________________
____________________
____________________

With a copy to:  
Tulane’s Office of General Counsel  
6823 St. Charles Avenue  
New Orleans, LA 70118

14. Governing Law. This Agreement shall be deemed to be executed, delivered and performed in New Orleans Louisiana and all disputes arising out of this Agreement, past, present or future, shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

15. Amendment. This Agreement may be amended solely by mutual written consent of duly authorized representatives of Tulane and Site. No provision may be waived except by mutual written consent.

16. Entire Agreement. Both signatories hereby warrant they have been and are duly authorized to execute this Agreement and any amendments hereof. This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supercedes all other Agreements between the parties concerning such matters.

17. Assignment. Neither party may assign this Agreement, which consent can be unreasonably withheld.

18. Use of Name. Neither Party shall use the name, logo, trademark or other indicia of the other Party in any
public announcement without the prior written approval of that Party.

“Tulane”
The Administrators of the Tulane Educational Fund d/b/a Tulane University through

By: __________________________________________

Name: _________________________________________
Title: __________________________________________
Date: __________________________________________

“Site”

By: __________________________________________

Name: _________________________________________
Title: __________________________________________
Date: __________________________________________
Attachment “A”

Program Activities & Objectives
for Experiential Education Agreement

Scope of Activities:

a) Describe Program activities (including learning objectives for academically based services):

b) Summarize the Project’s goals and objectives:

c) Maximum number of Students who may participate in the Project;

d) Schedule of activities (Include dates/times/locations):

e) Describe any time sensitive performance issues:

f) Will any deliverables be provided? Yes ☐ No ☐

If “Yes,” please describe:

g) Identify point persons of Tulane and Site for coordination and liaison purposes;

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<th>Tulane Coordinator Information</th>
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Site should electronically complete the Center for Public Service Information System with an agency profile and public service activity details (located at http://cpsis.tulane.edu/pub/request_partnership.cfm), which shall describe activities and requirements to be provided to Site under this Agreement (“Activities”). Print out a paper copy of the completed CPSIS form and attach it to this Attachment “A”.

1. **Restricted Activities:** Students are expressly prohibited from engaging in the following activities under this Agreement:

   a. Human subjects research, including but not limited to surveys involving human subjects research, unless prior approval is obtained from Tulane’s Institutional Review Board;

   b. Restricted physical activities that include climbing ladders, climbing on rooftops, lifting more than 60 pounds, structural work, and/or live electrical work;

   c. Students may not assign Site’s service recipients into a certain level of programming based on Student-conducted assessments (e.g., placement of students in appropriate English as a Second Language class);

   d. Students may not be involved with political campaigning as part of a public service activity;