This Affiliation Agreement (“Agreement” ) is made this       day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, between Syracuse University, acting on behalf of School or College of \_\_\_\_\_\_\_\_\_\_ (the “School”) and its Department of \_\_\_\_\_\_\_\_\_\_\_ (the “Department”), Syracuse, NY 13244, and Company, a New York corporation, having an address of address of Company (the “Company”).

**RECITALS**

WHEREAS, the School desires to affiliate with the Company for the purpose of experiential learning, project, research and/or laboratory experience for the School’s students in \_\_\_\_\_\_\_\_\_ (the “Field of Study”); and

The experience to be provided the students at the Company is associated with the School’s established curriculum in the Field of Study] as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The Company will maximize the educational value of the program, will provide practical experience integral to the students’ educational program in the Field of Study and believes the presence of such students will enhance its operations;

**Now, Therefore**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the School and the Company hereby agree as follows:

**1.** **The School Agrees:**

A. To be responsible for planning and execution of the students’ educational program, including, programming, administration and curriculum content consistent with the students’ program of study.

B. To provide a faculty or academic advisor to approve and oversee the students’ experience (the “Academic Advisor”).

C. To assure that the student experience under this agreement is associated with the academic department’s established curriculum and that the experience is integral to the student’s academic program.

**2.** **The Company Agrees:**

A. Company has sole discretion in selecting students that Company wishes to employ. The Company shall employ selected Syracuse University students in positions that are integral to a student’s educational program, enhance the academic experience and provide challenging exposure to practical work experience. Employing a student in the capacity contemplated under this Agreement will not displace a resident of the United States of America.

B. To provide an opportunity for selected students to develop the skills and perform duties described in the employment duties/responsibilities attached as Exhibit A. A student’s experience shall be integral to the student’s educational program, and work will not exceed 20 hours per week during the school year.

C. To provide appropriate supervision and mentoring and to provide an evaluation of student performance to the Academic Advisor and the student at the end of the academic semester or the conclusion of the student’s work, whichever occurs first.

**3. The School and Company Agree that:**

A. CASE. The Center for Advanced Systems and Engineering (“CASE”) will provide administrative management of the student experience with Company. This Agreement is subject to CASE program guidelines, which are incorporated into this Agreement by reference.

B. Educational Value. CASE, the School and Company will collaborate to maximize the educational value of the experience.

C. Non-discrimination. It is mutually agreed that at no time shall either party discriminate against any employee or student for employment, field work, or registration in the course of study because of race, color, creed, sex, age, marital status, sexual orientation, religion, disability, or national origin.

D. Confidential Information. In the course of the activities contemplated by this Agreement, the School and the Company may exchange information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential (“Confidential Information”); provided that “Confidential Information” shall not include information (i) generally known to the public, (ii) already known, through legal means, to the institution receiving the information, or (iii) legally obtained from a third party. Confidential Information shall be deemed to include the non-public personal financial information, student education records, and other protected information relating to students in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission’s implementing regulations) and the Family Education Rights and Privacy Act of 1974. Each party agrees to use the other party’s Confidential Information solely for the purpose of the activities contemplated by this Agreement, and not to disclose such Confidential Information to any person or entity other than its own trustees, officers, employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations herein. In the event that either party is required to disclose the other party’s Confidential Information pursuant to applicable law or a judicial or government order, or seeks to disclose Confidential Information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other party in advance, so as to allow the other party an opportunity to obtain a protective order or similar relief.

E. Force Majeure. Neither party shall be liable for failure to perform any duty or obligation under this Agreement, if such failure is occasioned by any act of God, fire, labor dispute, inevitable accident, war, terrorist attack (or threat thereof), or any other cause outside the reasonable control of the party that had the duty to perform; provided, however, that the non-performing party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

F. Independent Contractors. The School and the Company shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

G. Notices. Any notice required under this Agreement shall be in writing and in the English language, and shall be given to the following addresses by personal delivery or overnight delivery service and effective on the date received or denied, or by first class mail and deemed effective three days after sending:

 If to the School: Syracuse University

 (Fill in address)

 Syracuse, NY 13244-2340

 Phone: 315-443-(add number)

 Facsimile No.: 315-443-(add number)

 With a required copy to: Syracuse University

 Office of University Counsel

 Crouse-Hinds Hall, Suite 513

 900 South Crouse Avenue

 Syracuse, New York 13244

 Phone: 315-443-9732

 Facsimile No.: 315-443-9720

 If to the Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone:

 Facsimile No.:

Either party may change its designee or address for notices from time to time in accordance with this section.

H. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either institution. No amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by the parties.

I. Waiver. A waiver of any provision or breach of this Agreement must be in writing and signed by the party making the waiver in order to be effective and binding. The waiver of any breach of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach. The waiver of any term or condition of this Agreement by either party shall not operate or be construed as a waiver of any other term or condition.

J. Assignment; Binding Effect. This Agreement may not be assigned by either party without the prior written consent of the other, and any purported assignment without such consent shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall benefit both parties and their respective successors and assigns.

K. Applicable Law; Jurisdiction; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State, without regard to principles of conflicts of law. The venue of any proceeding to resolve a dispute with respect to this Agreement shall be a state or federal court with appropriate subject matter jurisdiction located in Onondaga County, New York, USA, and both institutions hereby submit to the jurisdiction of such court.

L. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

M. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

**4. Term:**

A. This Agreement will renew automatically year to year from the date of execution by the parties unless terminated upon 30-day prior written notice to the other party. Termination may be immediate, consistent with an at will appointment, but, if the Agreement is terminated during a student’s placement, the placement will be terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates specified below.

**COMPANY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title

**Syracuse University**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title

**DUTIES AND RESPONSIBILITIES**

8 CFR 214.2(f)(9) requires on campus employment at an off campus location to be integral to the student’s education program

The student, in conjunction with his/her academic advisor, will develop a plan to demonstrate how the employment is integral to the student’s program. This plan should include: coursework related to the experience and how the proposed experience furthers the academic objectives of the student’s program of study (e.g., as a capstone).

**Objective** – Clearly state the academic objective and how it is important to the student’s program (e.g., develop a business plan, maintain/develop website, create software for a particular use);

**Methodology** – How will the objective be achieved;

**Schedule** – Develop a weekly schedule for the experience. Work hours cannot exceed 20 hours/week while school is in session.

**Deliverables** – what product/output will be provided to the company (e.g., business plan, web content, presentation of findings) and how will students be evaluated by his/her academic advisor;

**Communication** – How will the company, student, and academic advisor communicate (e.g., weekly/montly meetings, reports)

These duties and responsibilities must be completed and signed by the student and the student’s academic advisor prior to beginning employment.