

UNIVERSITY OF HAWAII

COMMUNITY COLLEGES POLICY

UHCCP #8.101
May 2006

SUBJECT: Affiliation Agreements, Sponsored Classes, and Sheltered Class Memoranda of Understanding

1. Purpose

Campuses may enter into affiliation agreements and/or memoranda of understanding for sponsored class or sheltered class contracts with external agencies. This policy delegates authority to enter into these agreements to the Chancellors and establishes policy guidelines in the execution of the agreements and memoranda.

2. Related University Policies

This policy implements the following University policies:

- a. Board of Regents Policy, Chapter 8, Section 8-1, Contracts and Official Documents (<http://www.hawaii.edu/offices/bor/policy/borpch8.pdf>)
- b. UH Systemwide Administrative Procedures, A8-910, Procedures for the Preparation and Submission of Proposals to External Sponsors and the Review/Approval Requirements for Sponsored Agreements (<http://www.hawaii.edu/apis/apm/congrant/a8910.pdf>)
- c. UH Systemwide Executive Policies E8-102, Authority to Sign and Execute Extramural Research and Training Grants/Contracts, Agreements and Contract Assignments and Releases (<http://www.hawaii.edu/apis/ep/e8/e8102.pdf>)
- d. Delegation of signature authority from Vice President for Research James Gaines to Vice President for Community Colleges John Morton, dated March 24, 2006

3. Definitions

Affiliation Agreement – An agreement between the College and an external agency that delineates responsibilities between the two parties when students are placed in clinical settings or internships within the external agency. No financial remuneration can be included in an affiliation agreement.

Sponsored Class – An agreement where an external agency pays all or part of the cost of offering a class in lieu of charging tuition to the students.

Sheltered Class – An agreement between the College and an external agency to deliver a non-credit class for the agency where the funds will be deposited into the Community Colleges special or revolving fund accounts and provided that the contract or agreement is not for the type of awards listed below:

- e. Curriculum development projects at any level, including projects involving evaluation of curriculum or teaching methods.
- f. Projects which involve students in community service activities for which they are receiving academic credit (e.g. service learning).
- g. Activities funded by awards to departments or schools in support of students.
- h. Dissertation work funded by grants, including grants for travel in relation to a dissertation.
- i. Upward Bound program.

Sheltered classes may not involve Federal funds.

4. Responsibilities

The Vice-President for Community Colleges shall have the responsibility to:

- j. Develop policy and assure its implementation in accordance with University policies and procedures, including conducting post-audit reviews of memoranda of understanding and agreements.
- k. Provide technical assistance, as requested, to campuses in the development of either affiliation agreements or sponsored class and sheltered class memoranda of understanding.

The Chancellors shall have the responsibility to:

- a. Approve affiliation agreements, sponsored classes, and sheltered class memoranda of understanding on behalf of the University, based on a delegation of this authority from the Vice-President of Community Colleges. The authority may not be further delegated on campus. The delegation to the Chancellor(s) may be revoked at the discretion of the Vice-President.
- b. Where possible, use the University for affiliation agreements and memoranda of understanding. The template for affiliation agreements is included as Appendix A. The templates for sponsored classes or sheltered classes are included as Appendices B (low risk activities) and C (higher risk activities with University indemnification)
- c. Assure that affiliation agreements, sponsored classes, and sheltered class memoranda of understanding are approved and executed prior to the start of any activity covered by the agreement.
- d. When agreements or memoranda of understanding may involve risk to the University, consult with the Office of Risk Management prior to executing the agreement. A checklist for risk assessment is attached to this policy as Appendix C.
- e. Submit a copy of the executed affiliation agreements to the Office of Research Services.
- f. Maintain a log of all affiliation agreements, sponsored classes, and sheltered class memoranda of understanding approved under this policy. The log format is attached to this policy.

5. Assessment of Effectiveness

The Associate Vice-President for Administrative Services shall conduct periodic internal audits of the approval process to ensure compliance with this policy and other related University policies.

The Associate Vice-President for Administrative Affairs shall also involve the Vice-Chancellors/Directors of Administrative Services in a periodic assessment of the policy.

Appendix A.

Template for Affiliation Agreements

**AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF HAWAII _____¹
AND
_____²**

This Affiliation Agreement (hereafter “Agreement”) is entered into between the University of Hawai`i, on behalf of _____³ (hereinafter “University”) and _____⁴ (hereinafter referred to as the “Affiliate”). The University and the Affiliate shall sometimes be collectively referred to as the “Parties.”

The purpose of this Agreement shall be to establish an affiliation between the University and the Affiliate to provide [*field/clinical/internship*]⁵ experience, (hereinafter referred to as “field experience”) for the University’s students enrolled in _____⁶ (class/program).

It is therefore agreed that this Agreement shall set forth the terms and conditions which will govern the field instruction of University students with the Affiliate.

It is therefore agreed that this Agreement shall set forth the terms and conditions which will govern the field instruction of University students with the Affiliate.

The University and Affiliate agree to the following:

1. This Agreement incorporates commitments mutually agreed upon by the University and the Affiliate.
2. By this Agreement, the University designates the Affiliate as an approved setting for field instruction. Both the University and the Affiliate shall commit themselves to cooperatively provide field experience for the students.
3. There shall be no financial obligation by or to the University or the Affiliate.
4. The field experience will cover a period arranged between the University and the Affiliate. Days and times the student spends at the Affiliate and will be arranged by the student and the designated representative of the Affiliate.
5. The number of students eligible to participate in field instruction with the Affiliate shall be determined by agreement of the Parties.
6. The University and the Affiliate understand that it shall be the students’ responsibility to provide transportation to and from the Affiliate’s facility to for their assignments.
7. The students participating in field experience should be considered students and not employees of either party and thus are not covered by the University or the Affiliate for purposes of compensation, fringe benefits, workers’ compensation,

¹ Enter the full name of your college, e.g., Maui Community College

² Enter the legal name of the agency

³ Enter the full name of the college

⁴ Enter the full name of the agency

⁵ Select the appropriate type of student activity. If the activity is different than those listed, enter the description

⁶ Enter the academic program or classes covered by this agreement

unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the field experience program.

Each student is placed with the Affiliate to receive field experience as part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Affiliate. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. The University shall notify each student of the contents of this paragraph.

8. Each party agrees to comply with and be separately responsible for compliance with all laws which may be applicable to their respective activities under this program. Both parties agree to comply with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, sex, age, disability or national origin.
9. This agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Affiliate and the University; without limiting the generality of the foregoing, no rights are intended to be created to any patient, student, parent or guardian of any student, employer or prospective employer of any student.

Responsibilities of the University

1. The University will provide the name of each student in the field instruction program and any other relevant information requested by the Affiliate in order to support the education and training of the student with the Affiliate.
2. [The University shall send the Affiliate only such students who have completed appropriate academic education and are ready for field experience.] [If the company selects the interns, then delete this paragraph and use paragraph 2 of "Responsibilities of the Affiliate."]
3. The University will support mutually agreed upon policies that govern the student at the Affiliate.
4. The University will designate a faculty member as the liaison between the University and the Affiliate. **[Include name of faculty member and a short description of the liaison's role.]**

Responsibilities of the Affiliate

1. The Affiliate shall designate one or more supervisors who shall be responsible for the field experience program, ("Affiliate Supervisor"). [The Affiliate shall provide the University with the name and academic credentials of the Affiliate Supervisor.] The Affiliate Supervisor will maintain contact with the University's liaison to assure mutual participation in and surveillance of the program.
2. [The Affiliate shall review all applications for internships and conduct interviews, as necessary, of applicants. The Affiliate shall make the selection of the student(s) for the internship.]
3. The Affiliate shall provide the University with all rules, regulations, procedures, policies and information necessary and applicable to the students' experience with the Affiliate.
4. The Affiliate shall provide orientation for the students beginning the field experience program.

5. The Affiliate shall administer all aspects of (*patient care, clinical services, facility's operations etc.*) at its facilities. The Affiliate has primary and ultimate responsibility for the quality of (*care, service, facility's operations*) and as such, Affiliate staff have final responsibility, authority, and supervision over all aspects of (*patient care, client services, facility's operations etc.*). University students and faculty shall at all times abide by such supervision.
6. The Affiliate shall provide qualified supervision of students during their placement.
7. The Affiliate will maintain records on each student's performance to provide an evaluation to the University.
8. [The Affiliate may request that the University withdraw from the field experience program, any student whose performance is unsatisfactory, whose personal characteristics prevent effective professional relationships within the program or who violates the applicable policies of the University or the Affiliate. Pursuant to this paragraph, the Affiliate may temporarily relieve a student of a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the parties.]
9. [The Affiliate may immediately remove from the Affiliate's Facility any student who poses an immediate threat or danger or if warranted by the circumstances.]
10. The Affiliate shall notify the University of any changes or proposed changes in the field experience program, including changes in personnel.
11. The Affiliate shall, on reasonable request, permit University inspection of its facility, its services, student's records, and other such items pertaining to this program.
12. Except to the extent required by law or by order of a court or government agency, the Affiliate shall treat all student background information, whether provided by the University or the student, as confidential material. All records provided to the Affiliate by the University shall remain University property and shall be returned to the University following the completion of the student's field instruction.

Miscellaneous Terms

1. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties. Each party is responsible only for its own conduct.
2. This Agreement shall automatically renew annually, provided that either party shall have the right to terminate this agreement upon not less than two months written notice to the other. Provided, however, that students then participating in the field instruction program shall be given the opportunity to complete the full program during that instructional period.
3. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment executed by both parties.
4. This Agreement shall be effective when executed by both parties.

University of Hawai'i ⁷

Affiliate

 Chancellor

 Date

 Date

⁷ Enter the name of your college

Additional Terms for agreements involving nursing, psychiatric, social work or medical services

- The Affiliate agrees to continue its accreditation/certification by the appropriate agencies: _____ (specify agencies).
- Each student will be required, as a condition for participation, to submit the results of a health examination to the University and, if requested, to the Affiliate to verify that no health problems exist which would jeopardize student or patient welfare. Students (and faculty, if applicable) will present the health records on the first day of field instruction at the Affiliate's Facility (individuals will not be allowed to commence the program until all records have been presented): (List immunizations/tests needed)
- No provision of this Agreement shall prevent any (*patient, client, etc.*) from requesting not to be a teaching (*patient, client*), or prevent any member of the Affiliate's staff from designating any patient (*or client*) as a non-teaching patient. The Affiliate is responsible for notifying the (*patient, client etc.*) of the choice to decline student participation.

Other Terms that may be applicable:

- The faculty and students participating in the field instruction program will be permitted to use the Affiliate's library in accordance with the Affiliate's policies.
- The Affiliates assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of any student participating in the field instruction program. The Affiliate will permit University faculty and students who are participating in the field instruction program to use any cafeteria on the same basis as employees of the Affiliate. The Affiliate will permit University faculty to use Affiliate parking spaces under the same policies governing Affiliate personnel.
- The University agrees to inform each student of the following responsibilities:
 - a. Each student shall conform to the Affiliate's holiday schedule and the University's annual calendar.
 - b. Students shall abide by the Code of Ethics (cite applicable code)
 - c. The University's expectation is that students are to conduct themselves as professionals in all of their interactions at the Affiliate.

Issues to Consider

In developing the affiliation agreements, consider the following:

- Who will brief the student on the Affiliate's policies and practices?
- Who will give the student day-to-day instructions?
- Who will instruct the student as to general approaches to assignments?
- Who will monitor student's work to insure the student, clients, employees or Affiliate's property is not in jeopardy?
- Who is to evaluate the student's work?
- What are the responsibilities regarding grading?
- What role does the Affiliate's evaluation have in the grading process?

Risk Management

Contact Risk Management if the field instruction involves any of the following:

1. Activities which have a potential fire or explosion risk or use of hazardous materials.
2. Activities involving the use of vehicles, aircraft or ocean vessels.
3. Athletic activities or physical exertion
4. Activities which involve a risk of serious injury
5. Construction related activities
6. Activities involving work with minors.

Contact Risk Management if the following issues arise:

1. Affiliate seeks indemnification, hold harmless or similar provision assigning responsibility for liability.
2. Affiliate requires insurance coverage.

Appendix B.

Template for Sponsored or Sheltered Class Agreements (Low Risk Activities)

MEMORANDUM OF AGREEMENT
between the
UNIVERSITY OF HAWAII, _____
and

This Memorandum of Agreement, (hereinafter "Agreement") is entered into on this ____ day of _____, _____, by and between the University of Hawai'i _____, (hereinafter referred to as _____)⁸, and _____.⁹ The parties mutually agree as follows:

I. RESPONSIBILITIES OF (Community College) _____¹⁰

1. _____¹¹ shall provide **[name of course]**, (hereinafter referred to the "Class"). The Class shall be presented in [one session/_____ sessions] on [list date(s)], at [list location and time(s)] The cost for the Class is _____.^{12 13}

2. [If field instruction/field trip is included, insert the following information:

Location, description of activities involved, who will be providing transportation.] **[Note: see footnote 6]**

3. The cost will cover expenses for honoraria, hotel and room rentals, food and refreshment, printing and mailing, airfare and per diem, lei, rental of audio-visual equipments, conference supplies and materials, and other costs associated with conducting conferences, seminars and courses.¹⁴

8 Insert name of appropriate campus in the first blank and the appropriate abbreviation (i.e., KCC, LCC, HonCC etc. in the second blank).

9 Insert name of other party.

10. Insert appropriate campus abbreviation.

11. Insert the appropriate campus abbreviation.

12. If there is any restriction on the number of students that may enroll, include that limitation in this section.

13. Risk Management must be contacted for review if the class involves the following types of activities:

- a. Activities involving alcohol
- b. Activities which have a potential fire or explosion risk
- c. Activities involving travel, use of vehicles or where transportation is to be provided by the University.
- d. Athletic activities
- e. Activities which involve a risk of serious injury or which require special certification (for example, use of tools such as a band saw or operation of heavy equipment).
- f. Activities which require special skill.

14. This section should list the items in addition to instruction that will be provided. This paragraph should be edited as appropriate.

II. RESPONSIBILITIES OF _____¹⁵

1. All costs and fees for the Class shall be paid in full by _____¹⁶ to _____¹⁷. Payment shall be made no later than _____.¹⁸
2. _____¹⁹ will provide the names of each participant in the Class and any other information requested by _____²⁰ in order to support the education and training of the participant.
3. [_____²¹ agrees to require participants to read, understand and knowingly and voluntarily sign the attached Waiver and/or Assumption of Risk forms (or any other forms), from each participant prior to the start of the Class. A co-signature of a parent or guardian is required if participant is under 18 years of age. _____²² understands and agrees that any participant that fails to provide a signed Waiver and/or Assumption of Risk form shall not be allowed to attend or participate in the Class.]²³
4. [_____²⁴ agrees to provide participants with a copy of the attached safety procedures. _____ agrees to obtain a signed written acknowledgment from each participant that they have read and understand the procedures and agree to abide by same.]²⁴
5. [List other obligations.]

15. Insert name of other party.

16. Insert name of other party.

17. Insert name of entity to whom payment is due.

18. Insert the date by which payment is desired. If a deposit is necessary, then the following suggested language may be inserted in this paragraph: "A Non-refundable Deposit in the amount of \$ _____ is due no later than ____ calendar days before the first day of Class. It is agreed that the Class will be subject to cancellation if the Non-Refundable Deposit is not received by this date."

This additional language may be revised as necessary.

19. Insert name of other party.

20. Insert the appropriate campus abbreviation.

21. Insert name of other party.

22. Insert name of other party.

23. Waivers and/or Assumption of Risk forms will not be necessary for every class. In general, these forms will be required for classes involving activities listed in endnote 6 above.

24. This paragraph is should be included when applicable. (For example, classes involving labs or use of equipment.)

III. MUTUAL AGREEMENTS

1. This Agreement may be amended through a mutually acceptable written statement.

2. This Agreement may be terminated upon thirty (30) days written notice. In the event of any termination of this Agreement prior to the end date, _____²⁵ shall reimburse **(Insert campus abbreviation and/or UH)** all costs and non-cancelable commitments made prior to termination.

3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provision of this Agreement shall be brought in a state court of competent jurisdiction in _____²⁶, Hawaii. _____²⁷, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Hawaii in this matter.

4. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Nothing in this Agreement shall be construed to be a waiver of immunity, including sovereign immunity, in any way by the University.

5. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, understandings or agreements, whether oral or written, of the parties regarding this matter.

6. This Agreement may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument.

IV. APPROVALS

By _____
Chancellor

By _____
Its _____

_____ Community College

Date _____

Date _____

25. Insert name of other party.

26. Insert appropriate county, (i.e., Honolulu, Maui, Kauai, Hawaii county).

27. Insert name of other party.

Appendix C.

Template for Sponsored or Sheltered Class Agreements (Higher Risk Activities with UH Indemnification)

MEMORANDUM OF AGREEMENT between the UNIVERSITY OF HAWAII, _____ and _____

This Memorandum of Agreement, (hereinafter "Agreement") is entered into on this ____ day of _____, _____, by and between the University of Hawai'i _____, (hereinafter referred to as _____),²⁸ and _____.²⁹ The parties mutually agree as follows:

I. RESPONSIBILITIES OF (Community College) _____³⁰

1. _____³¹ shall provide [**name of course**], (hereinafter referred to the "Class"). The Class shall be presented in [one session/_____ sessions] on [list date(s)], at [list location and time(s)] The cost for the Class is _____.^{32 33}

2. [If field instruction/field trip is included, insert the following information:

Location, description of activities involved, who will be providing transportation.] [**Note: see footnote 6**]

3. The cost will cover expenses for honoraria, hotel and room rentals, food and refreshment, printing and mailing, airfare and per diem, lei, rental of audio-visual equipments, conference supplies and materials, and other costs associated with conducting conferences, seminars and

28. Insert name of appropriate campus in the first blank and the appropriate abbreviation (i.e., KCC, LCC, HonCC etc. in the second blank).

29. Insert name of other party.

30. Insert appropriate campus abbreviation.

31. Insert the appropriate campus abbreviation.

32. If there is any restriction on the number of students that may enroll, include that limitation in this section.

33. Risk Management must be contacted for review if the class involves the following types of activities:

- a. Activities involving alcohol
- b. Activities which have a potential fire or explosion risk
- c. Activities involving travel, use of vehicles or where transportation is to be provided by the University.
- d. Athletic activities
- e. Activities which involve a risk of serious injury or which require special certification (for example, use of tools such as a band saw or operation of heavy equipment).
- f. Activities which require special skill.

courses.³⁴

II. RESPONSIBILITIES OF _____³⁵

1. All costs and fees for the Class shall be paid in full by _____³⁶ to _____³⁷. Payment shall be made no later than _____.³⁸
2. _____³⁹ will provide the names of each participant in the Class and any other information requested by _____⁴⁰ in order to support the education and training of the participant.
3. [_____⁴¹ (hereinafter called "Indemnitor") shall indemnify, defend and hold harmless the University of Hawai`i, its officers, agents, employees or any person acting on its behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of Indemnitor, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this agreement; and (2) all claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by Indemnitor, its officers, employees, agents subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal state, municipal or county governments. Furthermore, Indemnitor shall reimburse the University of Hawai`i, its officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims. This provision shall survive termination or expiration of this Agreement.⁴²

34. This section should list the items in addition to instruction that will be provided. This paragraph should be edited as appropriate.

35. Insert name of other party.

36. Insert name of other party.

37. Insert name of entity to whom payment is due.

38. Insert the date by which payment is desired. If a deposit is necessary, then the following suggested language may be inserted in this paragraph: "A Non-refundable Deposit in the amount of \$ _____ is due no later than ____ calendar days before the first day of Class. It is agreed that the Class will be subject to cancellation if the Non-Refundable Deposit is not received by this date."

This additional language may be revised as necessary.

39. Insert name of other party.

40. Insert the appropriate campus abbreviation.

41. Insert name of other party.

4. [_____] ⁴³ agrees to require participants to read, understand and knowingly and voluntarily sign the attached Waiver and/or Assumption of Risk forms (or any other forms), from each participant prior to the start of the Class. A co-signature of a parent or guardian is required if participant is under 18 years of age. _____ ⁴⁴ understands and agrees that any participant that fails to provide a signed Waiver and/or Assumption of Risk form shall not be allowed to attend or participate in the Class.]⁴⁵
5. [_____] agrees to provide participants with a copy of the attached safety procedures. _____ agrees to obtain a signed written acknowledgment from each participant that they have read and understand the procedures and agree to abide by same.]⁴⁶
6. [List other obligations.]

III. MUTUAL AGREEMENTS

1. This Agreement may be amended through a mutually acceptable written statement.
2. This Agreement may be terminated upon thirty (30) days written notice. In the event of any termination of this Agreement prior to the end date, _____ ⁴⁷ shall reimburse ____ (Insert campus abbreviation and/or UH) _____ all costs and non-cancelable commitments made prior to termination.
3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provision of this Agreement shall be brought in a state court of competent jurisdiction in _____ ⁴⁸, Hawaii. _____ ⁴⁹, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Hawaii in this

42. Questions regarding the need or applicability of indemnity provision should be directed to the Office of Risk Management.
 Note: The University is prohibited from entering into agreements which indemnify the other party. Should the other party request indemnification, please contact the Office of Risk Management or the Office of the General Counsel.

43. Insert name of other party.

44. Insert name of other party.

45. Waivers and/or Assumption of Risk forms will not be necessary for every class. In general, these forms will be required for classes involving activities listed in endnote 6 above.

46. This paragraph is should be included when applicable. (For example, classes involving labs or use of equipment.)

47. Insert name of other party.

48. Insert appropriate county, (i.e., Honolulu, Maui, Kauai, Hawaii county).

49. Insert name of other party.

matter.

4. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, understandings or agreements, whether oral or written, of the parties regarding this matter.

5. This Agreement may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument.

IV. APPROVALS

By _____
Chancellor

_____ Community College

Date _____

By

Its _____

Date _____

Appendix D.

Checklist for Sheltered Class MOA Template

		Yes	No
1.	The originating department has indicated that it can fully perform all the obligations of this agreement.		
2.	The originating department has contacted any other university departments impacted by this agreement and has assurances that they can fulfill their obligations		
3.	The agreement clearly describes the college's obligations. a. Are all verbal understandings included in the Agreement?		
4.	Contact Risk Management if the class involves any of the following: a. Activities involving alcohol b. Activities which have a potential fire or explosion risk or use of hazardous materials c. Activities involving travel, use of vehicles, aircraft ocean vessel (owned or rented) or where transportation is to be provided by the University d. Athletic activities or physical exertion e. Activities which involve a risk of serious injury or which require special certification (for example, use of tools such as a band saw or operation of heavy equipment) f. Activities which require special skill g. Students are minors (under age 18) h. Ocean activities i. Outdoor activities j. Construction related activities k. Medical services or research on human subjects l. University to provide childcare m. Other party to have care, custody or control of University property or equipment n. Volunteers		
5.	Will the class be held on campus? If not, will the class be held on premises owned or controlled by the other party? If the answer to either question is "no," contact Risk Management. a. If the class will be held on campus, has the specific room/facility been identified? Is this facility adequate for the class?		
6.	The agreement sets forth the price. a. Does the agreement clearly identify the party who will be responsible for any costs associated with the contract?		

7.	The agreement sets forth the payment terms (i.e., date payment is due).		
8.	Does the agreement require the University/college to indemnify, defend or hold harmless the other party? If yes, this provision must be deleted. If the other party does not agree to deletion, contact Risk Management.		
9.	Does the agreement require the University to obtain insurance or a bond? If yes, contact Risk Management.		
10.	Has the other party changed any of the terms of the template agreement? If yes, investigate reason. Contact Risk Management or Office of General Counsel as to whether the changes are acceptable.		

Appendix E

Format for Approval Log

College	External Agency	Agreement Type	Start Date	Approve Date	Consult with Risk Mgt

Type of Agreement – Affiliation agreement, Sponsored Class, Sheltered Class

Consult with Risk Mgt – Yes or No