EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (the “Agreement”), effective the ___ day of ____________, 20___, is entered into by and between the University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, on behalf of its College-Conservatory of Music (“UC CCM”) and _________________________________________________ (the “Site”).

Recital

WHEREAS, UC CCM desires to offer practical educational experiences for students studying ________________________; and

WHEREAS, the Site desires to allow UC CCM students an opportunity to use its facilities and equipment to obtain practical educational experiences in ________________________ (hereinafter, the “Program”).

NOW, THEREFORE, the parties agree as follows:

1. Rights and Responsibilities of UC CCM.

1.1 UC CCM will schedule students for the Program in collaboration with the Site.

1.2 UC CCM will provide students with information regarding expectations for the Program and with general instruction needed for students to perform at Site. UC CCM will assign to the Program only those students who satisfactorily completed the requisite portions of the curriculum.

1.3 UC CCM agrees that each student and faculty member assigned to the Program at the Site is in good standing with UC CCM and, if applicable, is licensed through the appropriate licensure board.

1.4 UC CCM shall insure itself and its employees, agents, and contractors through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for general liability in amounts adequate to cover liability resulting from its participation in this Agreement.

2. Rights and Responsibilities of Site.

2.1 The Site agrees to provide the facilities and equipment necessary to conduct the Program and agrees to make the facilities and equipment available at reasonable times during normal operating hours, as agreed upon by UC CCM and the Site, for the experiences necessary for the Program.

2.2 The Site agrees to permit, at reasonable times and with reasonable advance notice, the inspection of Site’s facilities and equipment by UC CCM or by accreditation agencies.

2.3 For the purposes of the Program, the Site agrees to allow UC CCM students and faculty access to parking in the Site’s lots on the same basis as it provides parking to employees of the Site.

2.4 The Site agrees to follow all applicable portions of UC CCM’s curriculum and/or syllabus relative to the Program, which is attached hereto as Exhibit A. The Site will provide a Clinical Education Liaison to coordinate with UC CCM faculty and/or Clinical Coordinator.

2.5 The Site understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act
(FERPA), 20 U.S.C. § 1232 (g). The Site agrees to protect student personally identifiable information and education records from disclosure and to abide by all applicable law, including FERPA. The Site agrees to report any breach of a student’s personally identifiable information or educational records to UC CCM within five (5) days of determining such a breach. Upon termination, cancellation, expiration or other conclusion of the Agreement, the Site shall destroy student education records or securely store or them in accordance with its own human resource retention policies.

2.6 The Site shall insure itself and its employees, agents, and contractors through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for general liability in amounts adequate to cover liability resulting from its participation in the Program or this Agreement.

2.7 The Site reserves the right to terminate the placement of a student at Site’s facilities if it reasonably believes the student is disruptive to the Site, poses a threat to safety and wellbeing of the Site’s employees or guests, or does not meet the Site’s standards and policies for health, safety, dress, appearance, or ethical behavior. Such action will not be taken until the grievance against the student has been discussed with an appropriate representative of UC CCM, and both the Site and UC CCM agree to such action.

3. **Joint Rights and Responsibilities.**

3.1 UC CCM and the Site shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the Program. Objectives will be established for performance experiences by the Site’s Clinical Education Liaison with approval of UC CCM’s Clinical Coordinator.

3.2 There shall be no criteria for admission to either the Site or the Program based upon considerations of race, sex, religion, age, veteran status, national origin, or disability under the Americans with Disabilities Act.

3.3 The number of students in the Program shall be mutually agreed upon by both UC CCM and the Site.

3.4 The parties agree that in the event either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in securing evidence and obtaining the cooperation of witnesses. However, each party shall retain sole responsibility for providing their own legal defense against such claims, including retaining their own legal counsel and paying for any and all legal fees, damages and awards.

3.5 Both parties agree that there will be no financial compensation under this Agreement.

3.6 **NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF GOODWILL, WORK STOOPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
4. Miscellaneous Terms.

4.1 This Agreement shall continue in effect for one (1) year, unless renewed by the parties in writing. This Agreement can be terminated by either party, without cause, by providing the other party no less than ninety (90) days’ written notice of intention to terminate. All students involved in the Program at the effective date of such termination shall be permitted to complete the current academic term.

4.2 Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed to the following addresses:

If to Site:     If to UC CCM:
____________________________  University of Cincinnati
____________________________  College-Conservatory of Music
____________________________  Mary-Emery Hall, PO Box 210003
____________________________  Cincinnati, OH 45221-0003
Attn: _______________________   Attn: Scott D. Lipscomb

4.3 The parties acknowledge that any documents, information, or data maintained by or in control of UC CCM may be subject to disclosure pursuant to the Ohio Public Records Act, Ohio Revised Code Chapter 149, et seq.

4.4 Neither party shall advertise the fact that it has contracted with the other party or appropriate or make use of the other party’s name or registered marks, logos, or property without the prior written consent of such party.

4.5 This Agreement shall be governed by, construed and interpreted according to the laws of the State of Ohio, and any disputes arising out of or under this Agreement shall be litigated in those courts in Ohio having proper jurisdiction over the matter and the parties.

4.6 This Agreement may be executed in one or more counterparts, each of which counterpart shall be deemed an original and all of which shall constitute but one Agreement. The parties agree that this Agreement may be executed and transmitted by facsimile or electronically and a facsimile or signed electronic copy shall be as enforceable as an original. This Agreement, including attachments hereto, and any subsequent addenda, contains the entire agreement between the parties and may be modified or extended only by written agreement signed by both parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized officers or representatives as of the Effective Date.

Site: University of Cincinnati,
      College-Conservatory of Music

By: By:
Name: Name:
Title: Title:
Date: Date:
Exhibit A

[Program Curriculum or Syllabus]