



Educational Experience Agreement

This Educational Experience Agreement (the “Agreement”) is entered into between Texas Woman’s University (“TWU”), and institution of higher education located in the State of Texas, and

(the “Host”) located
at/in: .

1. PURPOSE.

- 1.1 This Agreement applies to Student placement programs at TWU’s School of Library and Information Studies (SLIS) which include: internships, fellowships, field placements, fieldwork experiences, practicums, capstones, and cooperative education (co-op) programs (collectively the “Educational Experience”).
- 1.2 TWU provides academic courses to Students and periodically desires to provide Students in such courses with an Educational Experience, by utilizing resources, staff, facilities, and personnel of the Host. This Agreement provides the parameters for the Educational Experience between TWU and the Host.

2. GENERAL CONSIDERATIONS.

- 2.1 Governing Law: This agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

- 2.2 This Agreement is effective upon execution by both Parties and will be in effect for:

(insert number to the left) (indicate to the left whether in years or months).

The term of this Agreement shall not exceed five (5) years. This Agreement may be terminated by TWU or the Host for any reason and at any time, by providing ninety (90) days advance written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at Host shall be permitted to complete any previously scheduled or active assignment with Host.

- 2.3 Neither TWU nor Host will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other Party’s actions or omissions, whether negligent or otherwise, including without limitation claims based on employment law or allegations of discrimination.

- 2.4 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TWU and the Host; but rather is an agreement by and among two independent contractors. Each Student is placed with the Host for the Educational Experience as part of TWU’s academic curriculum. To the extent allowed under state and/or federal law, neither the Host nor TWU is required to provide worker’s compensation coverage for the Students participating in an Educational Experience.



2.5 Host and TWU shall each provide a contact person (the “Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses shall be the Coordinators for the Host. Others may be designated in writing by the parties at any time. Any notices required by this Agreement shall be delivered via personal delivery, via first-class mail return receipt requested, or via electronic mail with read receipt, as follows:

For Host:

Name and Title: Speer Memorial Library
Address: 801 E. 12 Th Street.
City/State/Zip: Mission, TX 78572
Telephone number: 956-580-8750
Email address: library@missiontexas.us

For TWU:

Name and Title: SLIS Practicum Coordinator
Address: TWU SLIS, Stoddard Hall, 1317 N. Bell Avenue, Room 404
City/State/Zip: Denton, TX 76204
Telephone number: 940-898-2602
Email address: slis@twu.edu

2.6 The parties acknowledge and agree that it shall be the responsibility of each Student to: (i) comply with the Host’s policies and procedures; (ii) report any serious problems related to the Educational Experience, including safety and personnel problems, to the Coordinator at TWU and the Host; and (iii) maintain a personal health insurance policy throughout Student’s Educational Experience with the Host.

2.7 FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TWU hereby designates the Host as a school official with legitimate educational interest in the educational records of the Students who participate in the Educational Experience, to the extent that access to the records are required by the Host to carry out its responsibilities under this Agreement. The Host agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2.8 Sovereign Immunity: The Parties acknowledge and expressly agree that nothing in this Agreement, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state’s Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by Hospital or any third party, even if TWU has been advised of the possibility of such damages.

- 2.9 Intellectual Property: Host agrees that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with TWU (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of TWU. Host agrees to not use TWU’s Marks in any advertising material of any kind, press release, or any public announcement, without the expressed written permission of TWU’s Marketing and Communications.

3. RESPONSIBILITIES OF TWU. TWU shall:

- 3.1 Provide course information and objectives, and ensure that each participating Student meets academic and other qualifications that are consistent with the objectives and requirements of TWU’s applicable academic program;
- 3.2 Make reasonable efforts to ensure that each Student from TWU is aware of Student’s responsibilities to abide by the terms of Section 2.6 of this Agreement.
- 3.3 Make reasonable efforts to ensure that the Student participates in the Educational Experience during the dates specified unless modified by the Host and TWU. This includes instructing each Student about the consequences of not completing the Educational Experience;
- 3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision as it relates to the Program; and
- 3.5 Ensure that for each Educational Experience, the Coordinator of TWU (i) maintains ongoing contacts with the Student and the Host, (ii) discusses the specifics and expectations of the Educational Experience with the Student and the Host, (iii) monitors the Student’s progress with the Student and the Host, and (iv) advises the Student relative to a program of study related to the Educational Experience.
- 3.6 TWU shall provide to Host, a list of participating Student(s), a description of syllabus requirements, and other related objectives and expectations.

4. RESPONSIBILITIES OF THE HOST. Host shall:

- 4.1 Provide supervision, facilities, and instruction to Students to support their acquisition of skills and knowledge related to their chosen field of study or occupation;
- 4.2 Orient the Student to the Host’s rules, policies, procedures, methods, and operations;
- 4.3 Evaluate the Student’s performance and notify TWU’s Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Student;
- 4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Host including without limitation all workplace safety laws and discrimination laws;
- 4.5 If applicable, pay the Student the agreed upon rate of compensation for the term of the Educational Experience and fulfill all legal requirements related to the Student’s performance of the Educational Experience, including without limitation proper classification of the Student as an independent contractor or employee and the legalities associated therewith, as it relates to Student’s relationship with Host;

- 4.6 Accept the primary responsibility for supervision and control of the Student at the Educational Experience site.
- 4.7 Insurance: Upon request from TWU, Host will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- 4.8 Host shall endeavor to comply with the syllabus requirements and other related objectives and expectations, provided by TWU.
- 4.9 In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick), while at Host's facility, then Host shall provide necessary emergency health care or first aid, within its capacity, to that Student. In the event that Host does not have the resources to provide such emergency care, then Host shall refer Student to the nearest emergency facility. Student will bear financial responsibility for any charges generated.

5. TEXAS GOVERNMENT CODE PROVISIONS:

- 5.1 Non-Discrimination: The parties agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity and affirmative action.
- 5.2 Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this Agreement will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
- 5.3 Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, Host represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
- 5.4 Boycott Certification: Pursuant to Texas Government Code Chapter 2271, Host certifies that either (1) it meets an exemption criterion under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Pursuant to Texas Government Code Chapter 2276, Host certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Host acknowledges this Agreement may be terminated and payment withheld if either certification is or becomes inaccurate.
- 5.5 Firearm Certification: Pursuant to Texas Government Code Chapter 2274, Host represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5.6 Executive Order No. GA-48 Certification. Pursuant to Texas Governor Executive Order 48, Host certifies that Host or any of its holding companies or subsidiaries if applicable, is not: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (2) listed in Section 1260H of the 2021 NDAA; or (3) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4. Host acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.

6. ENTIRE AGREEMENT.

Headlines in this Agreement are for convenience only. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede and replace all prior agreements, promises and understandings, oral or written, between the Parties, regarding the subject matter hereof. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

Texas Woman’s University:

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Host:

Authorized Signature _____

Printed Name _____

Title _____

Date _____