

P-16

Lincoln Technical Institute

Business / IT DIVISION
Computer & Network Support Technician

Affiliation Agreement

THE AFFILIATION AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Lincoln Technical Institute (the "School") located at _____ and _____ ("Facility") located at _____.

RECITALS

WHEREAS, the **School** is a nationally accredited post-secondary school that offers a training program to educate students in the field of Computer & Network Support Technician;

WHEREAS, the objective of its Computer & Network Support Technician program, is to prepare its students to perform those Computer & Network Support Technician tasks that will enable them to work as an entry-level Computer & Network Support Technician professional, upon successful completion of the Computer & Network Support Technician program;

WHEREAS, the School has designed its Computer & Network Support Technician program to provide the academic preparation of its students through classroom instruction, laboratory practice and to provide technical and practical experience through a Computer & Network Support Technician Internship Program by assigning to the Facility a student(s) who has satisfactorily completed the prerequisite didactic portion of the curriculum;

WHEREAS, the Facility recognizes the need for an Internship training program for qualified students to prepare for the practice of Computer & Network Support Technician, it desires to participate in providing such a Program to the school for the required segment of its Computer & Network Support Technician program; and

WHEREAS, the School and the Facility desire to cooperate for the purpose of implementing the Program for students enrolled in the Computer & Network Support Technician Program at the school and, in consideration of the aforementioned and mutual promises contained herein, the parties hereby agree as follows:

The School agrees:

1. To assume the responsibility for planning a Computer & Network Support Technician educational program including, but not limited to, the student selection, programming, administration, general supervision, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

2. To coordinate all aspects of the Program in the Facility with an individual designated by the Facility for such coordination.
3. To be responsible for preparing, in conjunction with Facility, the schedule for the Program, including student assignments, dates, times, number of students and instructors, and the Internship experiences to be included in the Program.
4. To give the Facility reasonable prior notice of any proposed changes to any assigned student's clinical schedule.
5. Maintain a policy of commercial general liability insurance for itself, its faculty and student(s) throughout the term of this Agreement and provide certificates of insurance confirming the commercial general liability coverage to the Facility upon request.
6. To indemnify the Facility, its past and present officers, employees and parent company, affiliates, subsidiaries and/or agents and hold the Facility, its past and present officers, employees and parent company, affiliates, subsidiaries and/or agents harmless from and against liability, losses, damage, causes of action, consequential damages or lost profits, which directly or indirectly arise out of the negligent acts or omissions to act of the School its past and present officers, employees, students, affiliates, subsidiaries and/or agents in connection with the activities described or referred to in this Agreement.
7. To require each participating student to sign a Statement of Confidentiality attached hereto as Exhibit 1.
8. To keep evaluation reports and timesheets on each assigned student's Internship experience and to assure the Facility that the school has the overall responsibility for student evaluations.
9. To maintain a policy of accident insurance for Lincoln students. Subject to the terms of the policy.

The Facility agrees:

1. To use its best efforts to confirm each student's acceptance in the Internship Program on verification form, to be supplied by the school at least 30 days in advance of the start of each student's participation in the Internship Program. (Exhibit 2.)
2. To retain complete responsibility for customer and/or employee care, which is totally under its control and supervision.
3. To supervise assigned students in a manner that will contribute to a meaningful education and safe practice.
4. To cooperate with the school faculty in planning and evaluating the Internship Program and to maintain such records (attached as exhibits) as are necessary to that end of the student's participation in the program.

5. To provide and make available if possible, a supervisor and facilities needed for training the participating student(s) during the Internship Program.
6. To make appropriate areas of the facility available for each assigned student's use including, but not limited to, the necessary equipment and supplies, cafeteria, library and parking facilities, classroom and conference room.
7. To furnish the school with all appropriate rules and regulations of the Facility in order that it can be disseminated to each assigned student.
8. To refer disciplinary problems to the school Internship Coordinator.
9. Any request for the withdrawal of any student(s) from the Facility must be in writing and contain a statement of the student's conduct. However, the faculty reserves the right to immediately remove any student(s) from the Facility in case of rule violations leading to unsafe practice or detrimental effect to the Facility, its customers, or other student(s).
10. That, in case of an accident or injury to any assigned clinical student(s) or faculty member(s) of the school, the Facility will provide emergency medical treatment to the participating student(s) or faculty member(s) while at the Facility. The cost of the emergency treatment is to be paid for by the injured student(s)
11. In the event this agreement is terminated by either party, the student(s) assigned to the Facility at the time of the termination will be given the opportunity to complete their education at the Facility.

Both Parties agree:

1. At no time is the assigned student(s) to be considered an employee of the Facility. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or School.
2. Neither party shall, in the operation of this Agreement, discriminate against any individual on the basis of race, religion, sex, creed, national origin, sexual orientation, physical or mental handicap or any other legally protected characteristic.
3. The term of this Agreement shall commence as of the Effective Date and remain in full force and effect unless terminated earlier as provided herein. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (90) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Program at the Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Program or five (5) months from the date of the notice of termination. Notwithstanding the foregoing, either party may immediately terminate this Agreement for illegal or wrongful conduct, fraud, or material breach of this Agreement by the other party. The Agreement will be reviewed annually by the administrative staffs of both the school and the Facility.

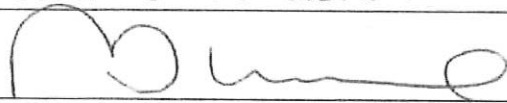
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto, with the intention to be legally bound hereby, have caused this Agreement to be duly executed by their respective officers thereunto duly authorized and empowered, this _____ day of _____, 20_____.

SCHOOL

Print Name: Dennis Mascali

Title: Director of Education

Signature: 

THE FACILITY

Print Name of Facility: _____

Print Name of Person Authorized to Sign this Agreement: _____

Title: _____

Signature: _____

Print Address of Facility: _____

Telephone Number: _____

Fax Number: _____