

**OFF-CAMPUS ENGAGEMENT EXPERIENCE PROVIDER AGREEMENT**

In order to facilitate off-campus engagements for students (hereafter collectively referred to as “OCE’s”), this agreement is intended to govern the relationship between the Experience Provider and Connecticut College with respect to student participants from Connecticut College. An OCE is a cooperative student program between Connecticut College and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help students of Connecticut College (each a “participant”) acquire skills and knowledge related to their chosen field of interest.

The Experience Provider and Connecticut College 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 initial coordinators for the Experience Provider and for Connecticut College. Others may be designated in writing by the parties at any time.

For Experience Provider: For Connecticut College:

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| --- | --- | --- |
|  |  |  |
| Printed Name and Title |  | Printed Name |
| Organization |  | Title |
| Address |  | Address |
| City, State, Zip |  | City, State, Zip |
| Telephone |  | Telephone |
| Email |  | Email |

 

RESPONSIBILITIES OF THE Participant. The participant shall:

* comply with the Experience Provider’s policies and procedures, and with the College’s Honor Code and other applicable College policies;
* report any serious problems related to the Experience Provider, including safety and personnel problems, to the Coordinator at Connecticut College and the OCE provider;
* maintain a health insurance policy in effect during the full period of any OCE; and
* be personally responsible and bear all associated costs for all housing, transportation, study, and other arrangements in connection with the OCE;
* be personally responsible for any financial liability and obligation which is incurred by the participant for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by the participant during the OCE.

RESPONSIBILITIES OF CONNECTICUT COLLEGE. Connecticut College shall:

* provide course/program information and objectives, and ensure that each participant meets academic and/or other qualifications that are consistent with the objectives and requirements of Connecticut College’s program;
* make reasonable efforts to ensure that each participant is aware of and has a responsibility to abide by the participant’s responsibilities outlined in this agreement;
* make reasonable efforts to ensure that the participant fulfills their responsibilities during the dates specified unless modified by the Experience Provider and Connecticut College. This includes instructing each participant about the consequences of not completing the OCE.
* provide an administrative framework to supervise participants;
* ensure that for each OCE, the Coordinator of Connecticut College (i) maintains ongoing contacts with the participants and the Experience Provider, (ii) discusses the specifics and expectations of the OCE with the participant and the Experience Provider, (iii) monitors the participant’s progress with the participant and the Experience Provider, and (iv) advises the participant relative to a program of study related to the OCE; and
* provide liability insurance to cover damage or harm caused by the participant in the amount of $1,000,000 per person, per occurrence, $3,000,000 in the aggregate.

RESPONSIBILITIES OF THE EXPERIENCE PROVIDER. The Experience Provider shall:

* provide planned and supervised opportunities for each participant to perform tasks to acquire and practice various skills based on objectives compatible with those of Connecticut College’s program;
* maintain a safe working environment, provide security for all participants, and inform participants of particular risks related to different activities so that they can knowledgeably agree to participate;
* orient the participants to the Experience Provider’s rules, policies, procedures, methods, and operations;
* evaluate the participant’s performance and notify Connecticut College’s OCE Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the participant;
* comply with all federal, state, local, and municipal laws, regulations, ordinances and codes applicable to Experience Provider including but not limited to laws regarding nondiscrimination and sexual harassment in the workplace;
* if applicable, pay the participant the agreed upon rate of compensation for the term of the OCE and fulfill all legal requirements related to Experience Provider’s independent contractor/employment relationship with the participant; and
* accept the primary responsibility for supervision and control of the participants, and the safety and security of the participants, at the OCE site and at any other locations that are part of the OCE.

ADDITIONAL TERMS FOR CONNECTICUT COLLEGE AND OFF-CAMPUS EXPERIENCE PROVIDER

Connecticut College and the Experience Provider agree to indemnify each other from any claims or liability, including reasonable attorneys’ fees, due to their respective acts or omissions arising from the performance of this agreement. The parties agree to obtain and maintain insurance to cover their indemnity obligations under this agreement.  However, if the indemnity obligations of this agreement would result in the loss of otherwise available insurance coverage, the indemnity obligations do not apply to the extent the loss is covered by insurance.

Neither Connecticut College nor the Experience Provider 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, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both the Experience Provider and Connecticut College, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party’s respective fault.

This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Connecticut College and the Experience Provider and their employees, interns, or agents; but rather is an agreement by and among two independent contractors. Each intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum. Duties performed by an OCE participant are not performed as an employee of the Experience Provider but rather in fulfillment of the program requirements of Connecticut College and are performed under direct supervision by the Experience Provider’s personnel. To the extent allowed under local, state, and/or federal law, neither the Experience Provider nor Connecticut College is required to provide worker’s compensation coverage for the OCE participants.

This agreement is effective as of the effective date and may be terminated by Connecticut College or the Experience Provider for any reason by written notice to the other party.

This agreement shall be governed by the laws of the State of Connecticut and constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

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

For Experience Provider: For Connecticut College:

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| --- | --- | --- |
|  |  |  |
| Signature |  | Signature |
| Printed Name  |  | Printed Name |

Revised Fall 2019