BRANDEIS UNIVERSITY
COMMUNITY SERVICE AND LEARNING AGREEMENT

Brandeis University (University) and _____ (Agency) enter into this agreement (Agreement) because the University wishes to supply its students (Students) with opportunities to learn by providing services to the community (Services), and the Agency is willing and capable of providing a learning experience.

The University and the Agency agree as follows:

1. Duration: This Agreement shall commence on _____ and may be terminated by any one of the three parties at any time by providing written notice to all other parties.

2. University Responsibilities: Each year, the University shall advise its Students of the nature of the Services that the Agency needs according to information that the Agency provides. The University shall not be responsible for screening Students for their suitability to provide the Services. The University may have access to the Agency to observe and evaluate the Student's delivery of the Services.

3. Agency Responsibilities: The Agency shall provide the Students with safe working conditions within which to provide the Services. The Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous. The Agency shall provide sufficient instruction to the Students so that the Services provided meet both the Students' need to learn and the Agency's service needs. The Agency may, within its discretion, provide the University with a written evaluation of the Services that each Student provides.

4. Agency Right to Screen or Reject: The Agency shall retain the right at all times to screen Students before they deliver services and to reject the services of any Student.

5. Joint Responsibility: It is the joint responsibility of the Student and the Agency to work out a schedule that suits the needs of both the Student and the Agency.

6. Insurance: Insurance: Each party to this Agreement shall at all times maintain Commercial General Liability Insurance subject to a combined single limit of at least $1,000,000 each occurrence and $2,000,000 aggregate for bodily injury and property damage. Agency agrees to maintain in full force and effect a policy or policies of the required liability insurance, in form and substance satisfactory to Brandeis, under which Brandeis is named as additional insured. Upon request, Agency shall provide a Certificate of Insurance.

7. Indemnification: Each party to this Agreement shall, to the extent permitted by law, indemnify and defend the other party and its employees, board members, and agents, against any liability or claimed liability, and related expenses including attorney's fees, arising out of the performance of this Agreement, except that each party shall bear the liabilities, claimed liabilities, and expenses arising in whole or part from the negligent and/or intentional wrongful acts or omissions of it, its employees, its board members or its agents.

8. Authorized Signature: Each party represents that the person signing this Agreement on its behalf is authorized by the party to do so.

9. Conflict Resolution and Termination: If a problem occurs during the year, it is the responsibility of the Agency and the Student to contact the supervisor in charge of the program in order to set up a meeting. Both parties need to meet with the supervisor in order to attempt to work out a solution to the conflict that is suitable to all involved. If the problem cannot be resolved, the agreement may be terminated by written notice of any party, as long as those involved agree to the conditions of termination.

10. Nondiscrimination: The Agency shall not unlawfully discriminate, either in the provision of services or in employment, against any person on the basis of race, sex, religion, disability, or veteran's status. The Agency shall comply with all applicable laws relating to non-discrimination.

_____

Agency Name, Address & Zip (Please Print)

_____   _____

Name and Title of Agency Representative/Supervisor (Please Print)   **Phone Number**

_____   _____

Signature of Agency Representative/Supervisor   **Date**

_____   _____

Signature of University Representative   **Date**