

COMMUNITY PARTNER AGREEMENT AND PROJECT DESCRIPTION

This Agreement is entered into by and between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University (hereinafter **UNIVERSITY**), and _____ (hereinafter **COMMUNITY PARTNER**) for the purpose of creating community based service-learning experiences (Capstones) for University students.

PENDING APPROVAL BY THE UNIVERSITY'S CAPSTONE APPROVAL COMMITTEE, the **UNIVERSITY** and the **COMMUNITY PARTNER** agree to conduct a project activity according to the objectives, roles and responsibilities described in this Agreement.

Term of this Agreement:

This Agreement becomes effective upon the last date accompanying the signatures below and remains in effect until either: 1) the assigned Capstone experience is completed, or 2) it is terminated by mutual consent of the parties, or 3) it is terminated by one party upon 30 days prior written notice to the other party.

Designated Representatives:

The **UNIVERSITY** and the **COMMUNITY PARTNER** agree to assign the following individuals to be responsible for the conduct of the Capstone experience:

UNIVERSITY Faculty Representative:

Printed Name & Title/Phone/Email

Capstone Experience Description: This Capstone project, described in the attached Course Proposal Information, is:

Name/Term(s)/Dates of Capstone: _____

The following individual is responsible for the direction and supervision of **UNIVERSITY** students while at the **COMMUNITY PARTNER**' site:

Printed Name & Title /Phone Number/Email

The **UNIVERSITY**'s faculty representative agrees to:

- Provide students an orientation to the Capstone and articulate course learning goals;
- Provide on-going administrative support as needed by the student(s);
- Assess student(s)' attainment of learning objectives and evaluate the Capstone project;
- Provide students with any written information supplied by **COMMUNITY PARTNER** regarding applicable administrative and operating policies, procedures, rules, and regulations while at **COMMUNITY PARTNER**'s site; and
- Upon request, submit to the **COMMUNITY PARTNER** a listing of students participating in this Capstone experience.

The **COMMUNITY PARTNER** agrees to:

- Orient students and **UNIVERSITY**'s representatives to the **COMMUNITY PARTNER** and Capstone project, and provide information regarding **COMMUNITY PARTNER**'s administrative and operating policies, procedures, rule and regulations;
- Specify the duties and responsibilities students are expected to perform;
- Provide students with on-going supervision and support appropriate to the Capstone project and the student(s)' needs;
- Offer feedback to faculty and students regarding the students' performance and effectiveness in meeting the needs of the **COMMUNITY PARTNER**;
- Ensure that the work is conducted in accordance with required safety precautions and procedures; and
- Make appropriate written arrangements with students and the **UNIVERSITY**, signed by the parties involved, for use of work products resulting from the Capstone project, with regard to acknowledgement of authorship, rights to ownership and use and sharing of proceeds, in particular if the work results in patentable or similar products.

The **UNIVERSITY** and the **COMMUNITY PARTNER** mutually agree:

The Capstone Program is designed to provide **UNIVERSITY** students with work-based learning experiences planned and administered by qualified individuals to achieve educational goals. Capstone students are not intended to replace or substitute for employees of the **COMMUNITY PARTNER**.

- The consideration for this Agreement is that the **COMMUNITY PARTNER** agrees to provide Capstone experience to the **UNIVERSITY** student(s) at no charge to the **UNIVERSITY** and the **UNIVERSITY** agrees to administer the Capstone experience and support the achievement of its educational goals. Any additional special arrangements in which the **UNIVERSITY** agrees to provide any supplies, equipment, etc., as part of the Capstone experience shall be documented in writing prior to the beginning of any Capstone experience and made a part of this Agreement.

- No party shall engage in discrimination in the treatment of any participating student in connection with the Capstone experience. (Discrimination means any act that either in form or operation, and whether intended or unintended, unreasonably differentiates based on age, handicap, national origin, race, marital status, religion, sex or sexual orientation.
- **COMMUNITY PARTNER** may request **UNIVERSITY** to withdraw from the Capstone project any student who, in the **COMMUNITY PARTNER's** judgment, is not performing satisfactorily, or who refuses to follow **COMMUNITY PARTNER's** administrative and operating policies, procedures, rules, and regulations. Such requests must be made in writing to the **UNIVERSITY's** faculty representative and must include a statement of reasons, which shall not be based on prohibited discriminatory treatment.
- Each Capstone student purchases a liability insurance coverage policy at time of registration. The students involved in this Capstone experience are not employees, agents or representatives of **UNIVERSITY**. The Oregon Tort Claims Act (ORS 30.260-30.300) permits the **UNIVERSITY** to accept responsibility only for the acts of its officers, employees, and agents. Capstone students do not qualify as any of those persons, and the **UNIVERSITY** is not liable for their acts, omissions, and conduct.
- Any compensation arrangements made between the **COMMUNITY PARTNER** and the student(s) are outside of this Agreement. Except for any special arrangements specifically documented as referenced above, the student is responsible for her/his own transportation, parking, and any expenses associated with this Capstone experience. It is the **COMMUNITY PARTNER's** responsibility to determine what provisions or actions, if any, may be necessary or desirable to fulfill any liability and workers' compensation obligations created by participation in this Agreement.

The Parties further agree:

- **Independent Contractor.** The services to be rendered under this Agreement are those of an independent contractor. This Agreement is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, but is rather an Agreement between independent parties. The **COMMUNITY PARTNER** is not to be considered an agent or employee of **UNIVERSITY** for any purpose, and is solely and entirely responsible for its own acts and the acts of its agents, employees and representatives in the performance of this Agreement.
- **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between the **UNIVERSITY** and the Community partner that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah County, for the State of Oregon.
- **Indemnification.** The **COMMUNITY PARTNER** shall save, defend, indemnify, and hold harmless the **UNIVERSITY** and its officers, agents, employees and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of the **COMMUNITY PARTNER** or its employees acting under this Agreement.
- **Merger.** This Agreement contains a full and complete expression of the rights and obligations of the parties and shall supersede all other agreements, written or oral, heretofore made by the parties. This Agreement may be modified only in writing, signed by the parties.
- **Authority.** The representatives of the parties by signature below represent and warrant they have the authority to enter into this Agreement and to bind their respective parties and acknowledge they have read and understood the Agreement.

Please send completed agreement to PSU Purchasing and Contracting, PO Box 751, MC: BAO-PUR, Portland, OR, 97207. Agreement may also be sent by email to contract@pdx.edu or faxed to 503-725-5594.

Community Partner Organization

Portland State University

Signature/Agency Representative

Signature, Capstone Faculty of Record

Printed Name & Title

Date

Date

Signature of Capstone Program Director. This signature only confirms that this Capstone course is an officially approved Capstone in good standing at Portland State University.

Phone

Email

Portland State University Contract Officer Signature

Fax

Complete Mailing Address:

Printed Name & Title

