LIBERTY UNIVERSITY, INC.

NON-CLINICAL PROGRAMS AFFILIATION AGREEMENT
(UNDERGRADUATE AND GRADUATE PROGRAM)

THIS AGREEMENT ("Agreement") made this _____ day of _____, 20 ___ (the "Effective Date"), by and between LIBERTY UNIVERSITY, INC. ("Liberty") and _____ ("Affiliate"), on behalf of itself and its affiliates and subsidiaries, if any;

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require occupational experiences of students, and desires to assign certain of its students to one or more of Affiliate's facilities to obtain occupational experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for students, is willing to provide the necessary facilities for occupational experiences;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions.

1.1 "Liaison" shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.2 "Occupational Experience" shall mean a structured learning experience at an Affiliate facility in which a Student engages in activities designed under the guidance of a Faculty Member or Preceptor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation.

1.3 "Director" shall mean the Liberty's Director of the Program in which the Student is participating.

1.4 "Faculty Member" shall mean the member of Liberty's academic faculty who has direct oversight of the Student in the program and who has been assigned by Liberty to administer the provisions of this Agreement.

1.5 "Facility" shall mean any facility owned and/or operated by Affiliate to be used in the performance of this Agreement.

1.6 "Preceptor" shall mean an individual staffed at the Facility to facilitate Student learning and to provide guidance to Students at the Facility as part of the Occupational Experience.

1.7 "Program" shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty and in which Student receives all pre-placement training and education related to his or herfield.

1.8 "School Year" shall mean the period from the first day of the fall semester to the last day of the spring semester on the Liberty academic calendar. If the Occupational experience is to initiate, terminate or continue into the summer, the term "School Year" shall include the summer session dates for that particular calendar year on Liberty's academiccalendar.

1.9 "Student" shall mean a student officially enrolled in the Program at Liberty who participates in an Occupational Experience at theFacility.

2.0 Obligations of Liberty. Libertyshall:

2.1 Encourage the Student to review his or her objectives for the Occupational Experience with the Liaison or the Preceptor prior to the start of the Occupational Experience.

2.2 At the request of the Liaison, participate in the planning of the Operational Experiences prior to the start of the School Year. The specific placement of Students, including schedules and the exact number of Students, shall be mutually agreed upon by the parties.

2.3 Maintain polices which obligate Students who perform activities pursuant to this Agreement to observe the lawful rules, regulations, policies and procedures of the Facility and to adhere to all laws and regulations pertaining to confidentiality.

2.4 Present for Occupational Experiences only those Students who have had prior instruction in the relevant program area, and who, in the judgment of the Director or Faculty Member, have successfully fulfilled the prerequisites of the Program curriculum.

2.5 If required for Liberty's purposes, provide evaluation forms for the evaluation of Students who participate in the Occupational Experience.

2.6 Retain responsibility for education of Students in the Program and for the design, delivery, quality and curriculum of theProgram.

2.7 Maintain all educational records and reports relating to the Occupational Experience of the Students.

2.8 Maintain commercial general liability coverage for Student, suitable for professional duties attributed to occupational field experiences, with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or an annual aggregate of Three Million Dollars ($3,000,000.00).

2.9 Have the Faculty Member periodically consult with the Liaison regarding Student progress and other issues related to administration of this Agreement.

3.0 Obligations of Affiliate. Affiliate shall:

3.1 Provide facilities suitable for fulfillment of the course objectives for the Occupational Experience, as mutually agreed upon by the parties.

3.2 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Occupational Experience and the schedule for each Occupational Experience.

3.3 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Occupational Experience as appropriate.

3.4 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.5 Where available, permit Students to utilize parking spaces. If parking at an Affiliate Facility charges employees for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.

3.6 Where available, permit Students to use the library and research materials for research and study, if available.

3.7 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

3.8 Arrange for the Preceptor and provide to the Faculty Member the name and telephone number of the Preceptor. Affiliate shall cause the Preceptor to:

(i) plan, in conjunction with the Faculty Member, Occupational Experiences that will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the parties hereto;

(ii) meet with or otherwise contact the Faculty Member to discuss any problems;

(iii) provide guidance to the Students during the Occupational Experiences; and

(iv) participate in periodic evaluation conferences in which the Occupational Experiences are evaluated, and provide an evaluation for each Student who participates in an Occupational Experience on forms furnished by Liberty.

4.0 No Payments. The Occupational Experience furnished to Students in connection with this Agreement is gratuitous and voluntary and shall be accomplished without any payment made by Affiliate to Liberty, its Faculty, Students, employees, or agents.

5.0 Nondiscrimination. Affiliate agrees that it will not unlawfully discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion,

sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of Affiliate. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

6.0 Right to Refuse or Terminate Students.

6.1 Affiliate may refuse acceptance of any Student designated by Liberty for participation in an Occupational Experience and may terminate participation by any Student in an Occupational Experience if, in Affiliates sole discretion:

(i) the Student is deemed to be a risk to the Facility's patients, clients, consumers, guests, employees, or to himself or herself;

(ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility;

(iii) the Student's conduct is detrimental to the business or reputation of the Facility or of Affiliate; or

(iv) the Student fails to accept or comply with the direction of Facility staff.

6.2 Liberty reserves the right to terminate a Student's participation in an Occupational Experience when, in its sole discretion, further participation by the Student would be inappropriate.

7.0 Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no faculty, student, employee, or agent of Liberty shall, for any purpose, be deemed to be an agent, servant or employee of Affiliate. No employee or agent of Affiliate shall be authorized to act for or on behalf of the Liberty. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. Unless otherwise indicated, the initial term of this Agreement shall be for one (1) year from the Effective Date and thereafter shall automatically renew for successive one (1) year periods.

10.0 Termination.

10.1 This Agreement shall run for the Term unless earlier terminated as provided herein.

10.2 This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.3 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days.

10.4 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of thebreach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

11.0 Confidentiality.

11.1 Without the prior written consent of the Affiliate, Liberty, its faculty, students, employees and agents shall not at any time during or after the Term of this Agreement, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate: (a) any confidential information, including, but not limited to, patient/client/consumer information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.2 If applicable to this Occupational Experience, the parties agree that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to Affiliate. In the event of such material breach, and without limiting the right of Affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Liberty, its faculty, students, employees, and agents.

11.3 This Confidentiality section shall survive termination of this Agreement.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Liberty:	*If to Affiliate:*
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

13.0 Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement, as a whole shall not be affected.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations.

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

20.0 Mutual Indemnification. The parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors occurring during or in connection with performance under or regarding this Agreement. The parties' obligation to indemnify each other and each other's respective officers, employees and agents shall survive the expiration or termination of this Agreement for any reason.

(Signatures on Following Page)

IN WITNESS WHEROF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

LIBERTY UNIVERSITY, INC.	_____ (Affiliate)
Signature: _____	Signature: _____
Name: Americus M. Gill	Name: _____
Title: Chief Procurement Administrator	Title: _____
Date: 1/30/2020	Date: _____