

INDUSTRIAL SAFETY INTERNSHIP AGREEMENT

THIS AGREEMENT is made and entered into between **The University of Central Oklahoma** ("University" or "UCO"), and **The City of Oklahoma City** ("Facility" or "The City").

The University of Central Oklahoma wishes to secure fieldwork experience for its students and **The City of Oklahoma City** is capable of providing this experience to support this internship program and maintains facilities suitable to provide the desired student field experience.

Term. The term of this Agreement shall be for the period of approximately **nine months to one year** commencing **October 1, 2022** and ending **June 30, 2023**, unless terminated earlier as provided in this Agreement. It shall continue in force until cancelled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

Responsibilities of the University.

- a. The University shall designate a University employee or another individual retained by the University (the "Internship Coordinator") to serve as the coordinator for the Affiliation Agreement to work directly with Facility personnel and coordinate all the activities of the students ("Students".)
- b. The University shall designate one or more of its instructors or faculty members ("Instructors") to instruct and supervise Students for the duration of the Affiliation agreement.
- c. The University shall provide a roster of names of the Students to designated personnel at the Facility before the Affiliation agreement begins.
- d. The University shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.
- e. The University shall be responsible for all actions, activities, and affairs of Students, the Internship Coordinator and all Instructors for the duration of the Affiliation agreement to the extent required by law.
- f. Participation of students in this internship is an educational program for the benefit of the participating students, and students participating in this internship are not full-time employees of the City, nor do they receive any fringe benefits of employment.

Responsibilities of the Facility.

- a. The Facility will provide qualified personnel for the guidance of Students who are placed with Facility for programs and provide direct guidance, supervision and involvement for those Students.
- b. The Facility will provide required safety and health training. This training must be completed prior to the field experience.

- c. The Facility will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with Students.
- d. The Facility will provide instructional materials, library facilities, and other training aids as needed to the faculty/Instructors and Students of UCO for training purposes. Facility will inform UCO of any changes in policy rules or regulations which will affect the Students or faculty/Instructors.
- e. The Facility will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of Facility who are participating in the student placement program with University.

Insurance Coverage. State-Operated Institutions. This provision is applicable to public schools that are owned and operated by the State of Oklahoma. The University represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The University maintains \$1,000,000 general liability coverage through the Oklahoma State Risk Management Office, a copy of the proof thereof is attached.

Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the University upon the occurrence of any of the following events: (i) the failure of the University to maintain insurance coverage as required by this Agreement; or (ii) the University fails to bar a Student from participating in an internship experience after the Facility has informed the University to remove a Student for reasons permitted under this Agreement.

- a. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the University or Facility is an agency, institution, or political subdivision of the State of Oklahoma, the University's and the City's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

Force Majure. Neither the Facility nor University shall be liable for any breach of this agreement if the failure to perform the contract arises out of causes beyond the control, and without the fault or negligence of, the Facility or University. Such causes may

include, but are not restricted to: acts of God or of the Public Enemy, Acts of the Government in either its sovereign or contractual capacity, Fires, Floods, Epidemics, Quarantine Restrictions, Strikes, Freight Embargoes, and Unusually Severe Weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the Facility or University. If the failure to perform is caused by default of a subcontractor of either party, and if such default arises out of causes beyond the control of either the Facility or University, whichever the case may be, and subcontractor, and without the fault or negligence of either of them, the Facility/University shall not be liable for any failure to perform.

Disclaimer of Intent to Become Partners. The Facility and the University shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

Confidentiality. The University shall, and the University must require Internship Coordinators, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the University or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority.

Rights in Property. All supplies, fiscal and educational records, computer-generated reports, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

Non-Discrimination. Except to the extent permitted by law, the Facility, the University, Instructors and Students shall not discriminate on the basis of race, color, creed, gender, gender expression or identity, genetic information, age, religion, national origin, disability or veteran's status in the performance of this Agreement. As applicable to the University, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University represents that, except as permitted by law, all services are provided without discrimination on the basis of race, color, creed, gender, gender expression or identity, genetic information, age, religion, national origin, disability or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the University permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the University agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. Section 4212.

Sexual Harassment. Sexual Harassment and other forms of Sexual Misconduct. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, requests for sexual favors from a University employee or student, or other verbal or physical conduct of a sexual nature that is made as a term or condition of an individual's employment or academic standing or when such conduct is sufficiently severe, persistent, or pervasive such that it unreasonably interferes with an individual's work or academic performance or creates a hostile or offensive working or academic environment for University employees or students. Other forms of sexual misconduct include, but are not limited to, non-consensual sexual contact, non-consensual sexual intercourse, sexual exploitation, stalking, domestic violence, and dating violence. Facility is required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual misconduct of University employees and students. Further disciplinary actions may be taken as warranted. More information on University policies related to sexual misconduct can be found online at http://www.uco.edu/legal_and_policies.asp."

Sexual harassment and discrimination, based on membership in a protected class, are likewise prohibited by policies of the City and published in Personnel Service Bulletin 12-01, which is posted in City workplaces and on City websites.

Facility Policies and Procedures. The University shall, and the University must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the University by the Facility.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the University to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

APPROVED by the City Council and **SIGNED** by the Mayor of the City of Oklahoma City this day 27th of September 2022.

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Richard E Mahoney
Assistant Municipal Counselor

Address/Phone:
The City of Oklahoma City
c/o City Clerk
200 North Walker Ave.
Oklahoma City, OK 73102

APPROVED by the UNIVERSITY on this _____ day of 9/6/2022, 2022

UNIVERSITY OF CENTRAL OKLAHOMA

By _____ ^{DocuSigned by:}
Charlotte K. Simmons
A45A83FCAC6246E
Charlotte Simmons, Provost and VP for Academic Affairs
100 North University Drive. Edmond, OK 73034. (405) 974-3371. cksimmons@uco.edu
Date: 9/6/2022

By _____ ^{DocuSigned by:}
Bryan Duke
4CC0A9B36674415
Bryan Duke, Interim Dean, College of Education & Professional Studies
100 North University Drive. Edmond, OK 73034. (405) 974-5701. bduke@uco.edu
Date: 9/6/2022

By _____ ^{DocuSigned by:}
Robin Lacy
EB2143A10AAC469
Robin Lacy, Associate Professor of Industrial Safety, Adult Education and Safety Service
100 North University Drive. Edmond, OK 73034. (405) 974-5860. rlacy@uco.edu
Date: 9/7/2022

^{DS}
kp Approved as to form by UCO Office of Legal Counsel this date of 9/6/2022, 2022.