

ACC Student Name: _____

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 200____ by and between **AUSTIN COMMUNITY COLLEGE** (hereinafter referred to as the “**COLLEGE**”) AND **COMMERCIAL MUSIC MANAGEMENT** (hereinafter referred to as the “**PROPRIETOR**”).

WITNESSETH

Whereas, the **COLLEGE** provides courses of study embodying **Music Business, Performance and Technology** to students who have enrolled in the programs of the **COLLEGE**; and

Whereas, as part of the course study the **COLLEGE** desires that the students shall be provided with **Music Business, Performance or Technology** experience at the **PROPRIETOR** known as an **ACADEMIC INTERNSHIP** (hereinafter referred to as the “**INTERNSHIP** ”); and

Whereas, the **PROPRIETOR** is willing to provide the necessary facilities for said **INTERNSHIP**.

Now, therefore, for and in consideration of the promises and the mutual bond and agreements herein contained, the parties here to agree to the responsibilities as follows:

COLLEGE RESPONSIBILITIES

- 1) The faculty of the **COLLEGE** will be responsible for all teaching of the students in the **INTERNSHIP** and for the students’ grades.
- 2) A faculty member of the **COLLEGE** will be designated as being responsible for the coordination and implementation of the program of learning.
- 3) The **PROPRIETOR** will not be charged for services performed by **COLLEGE** personnel or students.
- 4) The salaries and expenses of any instructors, supervisors, or other employees of the **COLLEGE** will be paid by the **COLLEGE**.
- 5) Each semester, the **COLLEGE** will provide adequate information related to the number of students for whom an **INTERNSHIP** is requested and the time periods for which the **PROPRIETOR**’s facilities are requested for such experience. Detailed expectations will be discussed and agreed to prior the commencement of students’ **INTERNSHIP**.
- 6) To the extent permitted by Texas Law, the **COLLEGE** agrees to indemnify, defend and hold harmless **PROPRIETOR** from any and all liabilities, expenses, attorneys fees, suits

or claims for damages or injury caused by or resulting from the negligent or intentional acts or omissions of the **COLLEGE's** personnel, faculty and/or students which result directly or indirectly (a) from the use of by the **COLLEGE's** personnel, faculty and /or students of **PROPRIETOR's** resources or (b) in any other manner in connection with the operations contemplated by this Agreement.

- 7) The **COLLEGE** agrees to maintain during the term of this Agreement professional liability insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- 8) The **COLLEGE** agrees to assure that each student and faculty member will be covered individually or collectively by a personal professional liability insurance policy of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.
- 9) The students and the faculty of the **COLLEGE** are to have adequate insurance or be responsible for their own expenses in case of their injury, illness, or hospitalization.
- 10) **COLLEGE** personnel, faculty and students will abide by all federal, state and local laws and will be subject to the rules and regulations established by the **PROPRIETOR** to which they are assigned.
- 11) The **COLLEGE** reserves the right to refuse or discontinue the placement of students if the **PROPRIETOR** does not meet the professional educational requirements and standards of the **COLLEGE**.

PROPRIETOR RESPONSIBILITIES

- 1) **PROPRIETOR** will permit students of the **COLLEGE** to practice under the supervision and responsibility of the staff of the work place.
- 2) **PROPRIETOR** will not charge **COLLEGE** or students of **COLLEGE** any fees for the **INTERNSHIP** opportunity afforded the students.
- 3) Orientation regarding **PROPRIETOR** will be provided for the faculty and students of the **COLLEGE** prior to the commencement of the students' **INTERNSHIP**. The elements and focus of the Orientation shall be agreed upon by both parties to this Agreement.
- 4) The salaries and expenses of any staff, personnel and other employees of **PROPRIETOR** will be paid by **PROPRIETOR**.
- 5) **PROPRIETOR** will assume all responsibilities of employment of the student while the student is participating in the **INTERNSHIP**.

- 6) **PROPRIETOR** staff will assist in the supervision and teaching of students enrolled in the **INTERNSHIP**.
- 7) When the resources of **PROPRIETOR** are also utilized by groups other than **COLLEGE** that are also providing technical experience, **PROPRIETOR** will plan jointly with all programs involved.
- 8) **PROPRIETOR** will provide necessary and appropriate emergency treatment to the students and faculty of **COLLEGE** who are participating in the program in the same manner as provided for **PROPRIETOR's** employees.
- 9) **PROPRIETOR** will employ the student a minimum 20hrs per week for the term of this contract.
- 10) **PROPRIETOR** reserves the right to refuse and discontinue the availability of its facilities and services to any student who does not continuously meet the professional or other requirement, qualifications and standard of **PROPRIETOR**.
- 11) To the extent permitted by Texas Law, the **PROPRIETOR** agrees to indemnify, defend and hold harmless **COLLEGE** from any and all liabilities, expenses, attorneys fees, suits or claims for damages or injury caused by or resulting from the negligent or intentional acts or omissions of the **PROPRIETOR's** personnel, employees, or business guests which result directly or indirectly (a) from the use of by the **PROPRIETOR's** personnel, employees, or business guests of **PROPRIETOR's** resources or (b) in any other manner in connection with the operations contemplated by this Agreement.

MUTUAL RESPONSIBILITIES

- 1) There shall be a planning meeting of **COLLEGE** faculty and **PROPRIETOR** staff prior to placement of the students in the **INTERNSHIP**.
- 2) The number and distribution of students within **PROPRIETOR's** operation will be mutually agreed upon between **COLLEGE** and **PROPRIETOR** at the beginning of each semester.
- 3) **PROPRIETOR** assignments will be planned by the faculty of **COLLEGE** in consultation with designated training staff at **PROPRIETOR**.
- 4) The period of assignment shall be as long as necessary to provide hands-on training requirement of the **INTERNSHIP**, but in no event for more than one semester.

- 5) **COLLEGE** will provide **PROPRIETOR** with the names of the students who are enrolled in the **INTERNSHIP**.
- 6) Students, faculty, and **PROPRIETOR**'s staff will work together to maintain an environment which provides quality student care and learning.
- 7) Representatives of **COLLEGE** and **PROPRIETOR** shall meet as often as necessary to study the **INTERNSHIP** and the terms of this Agreement and make such suggestions and changes as are needed. Any amendments or changes to this Agreement must be in writing and are not effective until signed by both parties.
- 8) **PROPRIETOR** and **COLLEGE** shall acquaint the students and faculty with the policies and standards and rules and regulations of **PROPRIETOR**. In the event of any inappropriate actions by a student, **PROPRIETOR** will notify the appropriate faculty in order that any necessary action may be taken by **COLLEGE**.
- 9) Payment of student while under this Agreement (if any) will be negotiated between **PROPRIETOR** and student.
- 10) The term of this Agreement shall commence on _____.
- 11) This Agreement is for an initial term of one semester, and thereafter from semester to semester unless terminated by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials there unto duly authorized.

Austin Community College

Proprietor: _____

Proprietor's Phone #: _____

Proprietor's Address: _____

Signature: _____

Official Title: _____

Date: _____

College Instructor Name _____

College Instructor Signature _____

College Instructor Phone# _____

Date _____