

**UNIVERSITY-ORGANIZATION AGREEMENT (UOA)
FOR A RESEARCH SITE**

This agreement entered into this _____ day of _____ (month) _____ (year) between SAN JOSÉ STATE UNIVERSITY referred to as “SJSU” and _____ (enter Organization name), referred to as “the Research Site”.

I. STATEMENT OF PURPOSE

A. San Jose State University

San Jose State University is committed to experiential and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other forms of community engagement that integrate the STUDENT(S)’s academic study with practical experience. Through such activities, students enhance their knowledge of their academic discipline and deepen their sense of civic responsibility, self-awareness, and professional development. This agreement is to allow SJSU students engaged in research as a requirement for a research course at SJSU in which the student is enrolled or was enrolled and is under “Report in Progress” (RP) grade status, to access the Research Site to conduct such research.

B. Research Site

The Research Site is _____ (select organization type) located at _____ (enter full address).

C. The Research Site and SJSU recognize the opportunity for meaningful learning experiences through off-campus research that formally integrates the student’s academic study with research activities conducted at a cooperating organization.

II. STUDENT RESEARCH

A. Program Activities

Activities will be accomplished in accordance with the student’s Research Plan & Participation Guidelines, reviewed and agreed upon by the STUDENT, SJSU and Research Site prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the Research Site as stated in Section III-A-2, Training, and Orientation of this document.
2. Model professional, ethical and appropriate behavior when working with clients and when at the Research Site.
3. Support the Research Site that is a part of the student’s research experience as specified by the Research Plan & Participation Guidelines.
4. Meet the goals of the Research Site and the related University program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student’s Research Plan & Participation Guidelines.

B. Safe and Productive Environment

The Research Site is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The Research Site will:
 - a. Give STUDENT a tour of the research site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
 - b. California law may require the Research Site to obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Research Site’s responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT’S fingerprints; and 3) obtain criminal background clearance from the appropriate Research Site.
 - c. California law may require the Research Site to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the Research Site’s responsibility to: 1) Determine whether such TB testing is required; (2) to notify SJSU in writing of this requirement in advance of the student’s placement at the worksite and; (3) obtain results from STUDENT.
 - d. The Research Site representative will notify the appropriate SJSU program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the Research Site worksite during the agreement period.
2. SJSU will ensure that STUDENT agrees to the following:
 - a. Abide by the Research Site rules and regulations while on site and working with the Research Site clients and staff.
 - b. Ensure that his or her actions with the Research Site are safe, positive, productive and ethical.
 - c. Advance the program and its objectives by providing support for the Research Site and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE RESEARCH SITE

A. The Research Site

1. Site Liaison: The Research Site will identify a designated liaison, to be included in the student’s Research Plan & Participation Guidelines to be the point of contact while on site. The Liaison will meet with the STUDENT as required to provide access and be the primary point of contact for the STUDENT, the Faculty Supervisor, and SJSU.

- a. The Research Site Liaison will communicate as needed with the appropriate SJSU staff and/or the Faculty Supervisor.
2. Training and Orientation: The Research Site liaison will provide any specific training to the STUDENT deemed necessary by the Research Site for access to the Site.

B. SJSU

1. Training and Reflection: Faculty and/or staff of the appropriate SJSU academic department, institute or program will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the Learning Site worksite.
2. Supervision and Accountability: A Faculty Supervisor will be designated and included in the student's Research Plan & Participation Guidelines. The Faculty Supervisor will oversee the research work of the student at the Research Site, although this does not necessarily require that he or she always be physically present at the Research Site. The Faculty Supervisor work closely with the STUDENT, the Research Site and SJSU to meet the expectations and priorities of the Research Site.

IV. LENGTH OF AGREEMENT TERM

A. Initial Term: SJSU and the Research Site have reached this agreement for period of _____ (not more than 5 years), beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either party may terminate this agreement after giving the other party 30 days advance written notice of the intention to terminate. In the case of early termination, a student may be allowed to complete their assignments as indicated in their Research Plan & Participation Guidelines.

B. Renewal Process – This agreement may be renewed upon written mutual agreement, and is based on STUDENT and Faculty Supervisor feedback, the Research Site's and SJSU's desire to continue this relationship under the conditions that:

1. SJSU and the Research Site continue to be committed to actively supporting the goals of the other.
2. The STUDENT work is meaningful and of benefit to the Research Site.
3. The relationship is consistent with the goals of the Research Site, SJSU, STUDENT and Faculty Supervisor.

C. Notices – Notices, requests, consents, claims, demands, waivers and other communication shall be addressed to the parties as follows:

	TO RESEARCH SITE	TO SJSU
Organization name		San Jose State University
Address		One Washington Square
City, state, zip		San Jose, CA 95192
Attn:		
Email		

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

RESEARCH SITE
By:
Signed above by Authorized Signatory
Name:
Title:
Date:

SAN JOSE STATE UNIVERSITY
By:
Signed above by Authorized Signatory
Name:
Title:
Date:

GENERAL PROVISIONS

Indemnification

The Research Site shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. SJSU shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Research Site and SJSU that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority. The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State Learning Site, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Student

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of SJSU.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Research Site shall comply with any state or federal law applicable to the Research Site's performance under this Agreement.

Assignments

Without written consent of SJSU, this agreement is not assignable by the Research Site either in whole or in part.

Agreement Alterations and Integration

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by SJSU its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representative, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.