**THE UNIVERSITY OF NOTRE DAME**

 **FEDERAL WORK-STUDY PROGRAM AGENCY AGREEMENT**

**University Funds with Federal Work Study**

This agreement entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_, between the University of Notre Dame (“University”), and the "Agency"

NAME OF AGENCY Superior Court of Arizona in Maricopa County

ADDRESS 125 W. Washington Street, Phoenix, AZ 85003

Street City State Zip

provides for the employment of eligible University of Notre Dame students within qualified organizations under the auspices of the Federal Work-Study Program. The agency shall be a public or private nonprofit organization, or a public or government agency, or an agency qualified under the Economic Opportunity Act of 1964 as amended, and its regulations governing the Federal Work-Study Program.

1. The University of Notre Dame shall utilize its facilities to make available to the Agency eligible students for the performance of specific work assignments upon the conditions herein set forth. The University of Notre Dame further agrees to use reasonable efforts to provide capable students, but in no event shall be liable for their acts of commission or omission.
2. It is agreed that such students shall be deemed the employees of the University of Notre Dame and not the Agency. The University of Notre Dame shall pay the compensation for work performed, make any required income tax withholdings, and make all payments due as an employer's contribution under Local, State or Federal Laws applicable to such employees.
3. It is agreed that neither the University of Notre Dame nor the Agency shall have any obligation either to provide transportation for students to and from their work assignments or compensation in lieu thereof.
4. It is agreed that the University of Notre Dame either on its own initiative or at the request of the Agency shall have the right and the power to remove students from work at the Agency or on a specified work assignment.
5. The Agency agrees that the University of Notre Dame shall supply students to work for it upon the following conditions with which it agrees to comply.
6. No student shall be denied work or be subjected to discrimination or different treatment on the grounds of race, color, sex or national origin. The Agency agrees to comply with the provisions of the Civil Rights Act of 1964 as amended in 1972 by Title IX of the Educational Amendments.
7. The Agency is obligated to provide for adequate and responsible direct supervision of the work performed by students. Furthermore, the Agency shall provide proper working conditions and permit the University of Notre Dame officials to inspect the premises if it elects to do so during normal working hours.
8. The Agency agrees to immediately notify the University of Notre Dame if a student does not complete the required hours agreed upon by the Agency and the student and approved by the University of Notre Dame.
9. No student may perform or be asked to perform work for the Agency for more than forty hours in any one week.
10. No student shall perform work which will result in the displacement of employed workers of the Agency or impair its existing contracts for services, or which involves construction or maintenance of any facility used or to be used, for sectarian instructions or as a place of religious worship.
11. The Agency agrees that it will follow the established and applicable procedures and policies of the University of Notre Dame regarding employment as they may be changed or amended at any time.
12. The Agency agrees to comply with any and all applicable laws, ordinances, and regulations of any governmental body, whether municipal, state, or federal, with regard to the conduct of its general activities and the performance of any work by students covered under this agreement.
13. The University shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or proximately caused, by the negligent or willful acts or omissions of the University or any of its owners, officers, directors, agents, employees or subcontractors.  This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of the University to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.  It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the University from and against any and all claims.  For purposes of clarification, the parties understand and agree that notwithstanding anything herein to the contrary neither party shall be responsible for the negligent actions or omissions of the other and that the University shall be responsible to indemnify and hold harmless Indemnitee only to the degree and in proportion to the University’s negligent or willful acts or omissions.  Subject to the foregoing, it is agreed that the University will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.  In consideration of the award of this Agreement, the University agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from or relating to this Agreement.
14. The University shall maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance (which may include self insurance) against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the University, its agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.  The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the University from liabilities that might arise out of the performance of the work under this Agreement by the University, its agents, representatives, employees or subcontractors, and the University is free to purchase additional insurance.

A. MINIMUM SCOPES AND LIMITS OF INSURANCE

The University shall maintain insurance coverage with limits of liability not less than those stated below.

1.   Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

* General Aggregate$1,000,000
* Products – Completed Operations Aggregate                          $   500,000
* Personal and Advertising Injury                                               $   500,000
* Blanket Contractual Liability – Written and Oral                     $   500,000
* Fire Legal Liability                                                                     $     25,000
* Each Occurrence                                                                      $   500,000

2.   Workers’ Compensation coverage is inapplicable. However, all interns/externs under this agreement must insure their health/disability/disease by securing personal or family medical coverage.

 B.      ADDITIONAL INSURANCE REQUIREMENTS

If required by the policies for coverage, the policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the University, even if those limits of liability are in excess of those required by this Agreement.

2. The University’s insurance coverage shall be primary insurance with respect to all other available sources.

3. Coverage provided by the University shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

 C.     NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona.  Such notice shall be sent directly to Superior Court of Arizona in Maricopa County and shall be sent by certified mail, return receipt requested.

D.     ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII.  The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the University from potential insurer insolvency.

E.      VERIFICATION OF COVERAGE

Upon request, the University shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement.  The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf*.*

1. In consideration of the work performed by the students made available to the Agency by the University of Notre Dame, the University of Notre Dame agrees to pay 25% of eligible student gross wages through funding from the University of Notre Dame Law School or one of its participating organization(s), as determined by the University. The University of Notre Dame, through its Federal Work-Study allocation, will assume the remaining 75% of eligible students gross wages. The Agency will not be responsible for any portion of the students’ wages.
2. The Agency agrees to complete the Position Description attached hereto as Exhibit 2.
3. The Agency shall designate one individual within the Agency to act on behalf of the Agency as an intermediary between the University of Notre Dame and the Agency, hereinafter referred to as the "Coordinator." The duties and responsibilities of the Coordinator shall include: Maintaining work-study personnel records, and insuring proper supervision of work done by students under this agreement, in addition to carrying out the terms of this agreement. The name, address, title, and telephone number of the Coordinator shall be given on Exhibit 1 of this contract.
4. This agreement shall be terminated at any time by the University of Notre Dame or the Agency upon written notice to the other party.
5. Every payment obligation of the Agency under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
6. This agreement is the sole Federal Work-Study Program agreement between the University of Notre Dame and the Agency, and supersedes all prior agreements, written or oral.
7. The Agency states that it is the following type of organization:

 A private nonprofit organization (please provide documentation)

 X A public or governmental agency (no documentation necessary)

 An agency qualified under the Economic Opportunity Act of 1964 as amended. (please provide documentation)

Agency Superior Court of Arizona in Maricopa County

By

Type Name and Title

Signature

Date

University of Notre Dame

By

Signature

Date

**EXHIBIT 1**

**AGENCY COORDINATOR'S AUTHORIZATION**

The Agency agrees to designate as Coordinator for the Agency as specified by this agreement. The Coordinator shall act on behalf of the Agency as the principal agent of the Agency for purposes of this agreement and insure that the terms of this agreement are carried out.

Coordinator

Print Name

Print Title

Signature

Date

Address

Telephone Number

The Student Employment Office must be notified of any change in the status of the Agency Coordinator *in writing* with the stated changes accompanied by the signature of an agency official.

**UNIVERSITY’S COORDINATOR’S AUTHORIZATION**

The University agrees to designate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Coordinator for the University and all of its participating organizations or departments as specified by this agreement. The Coordinator shall act on behalf of the University as the principal agent of the University for the purposes of this agreement and insure that the terms of this agreement are carried out.

Coordinator

Print Name

Print Title

Signature

Date

Address

Telephone Number

**EXHIBIT 2**

**POSITION DESCRIPTION**

Name of Student(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s Direct Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor’s Telephone: (\_\_\_\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific Job Duties and/or qualifications:

Anticipated work schedule:

Start date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hours per week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional information:

Amount of gross wages (including any Federal Work Study contributions): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be paid as specified in paragraph 6. *Note: Even if the organization is not paying the student, please list the total amount being paid to the student by the University.*