*UMN/SPH Agreement No.*



**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**between**

**Regents of the University of Minnesota**

**through its School of Public Health (“UMN/SPH”)**

**and**

**University**

**through its College of Veterinary Medicine (“     /CVM”)**

***WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION*** (“Agreement”), effective       through      , UMN/SPH and      /CVM, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences for      /CVM students interested in the field of public health by providing greater access to UMN/SPH programs, agree as follows:

1. **Description of Affiliation**
   1. The goals of this collaboration are to provide      /CVM veterinary medicine students the opportunity to enroll in UMN/SPH’s Veterinary Public Health Program (“Program”) and receive a dual Doctor of Veterinary Medicine (“DVM”) and Master of Public Health (“MPH”) degree (“DVM/MPH degree”). Students who successfully complete all requirements of the DVM and MPH programs will be awarded a DVM degree from       University and a MPH degree from the University of Minnesota.
   2. With this Agreement, UMN/SPH and      /CVM establish operating procedures and obligations of the parties for such collaboration.
   3. Contact Information.

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| /CVM:    Attn:        Phone: | UMN/SPH:  University of Minnesota  Attn: John R. Finnegan, Jr., Ph.D.  Dean, School of Public Health  420 Delaware Street SE  Minneapolis, MN 55455  Phone: (612) 625-1179 |

1. **Joint Responsibilities of the Parties.** 
   1. UMN/SPH and      /CVM will each identify a person or persons responsible for liaison during the course of this affiliation. The liaison for      /CVM shall be       (see Section 8.7). The liaison for UMN/SPH shall be Larissa Minicucci. The appointed liaisons may change upon notification to, and consent of, the other party.
   2. UMN/SPH, in consultation with      /CVM, has authority to withdraw, suspend or terminate a      /CVM student enrolled in the Program for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student’s performance or conduct threatens the safety or welfare of patients, visitors or staff of UMN/SPH, UMN/SPH may immediately suspend the student’s participation at UMN/SPH.
   3. Students are participants in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the UMN/SPH or      /CVM and neither party shall have responsibility for payment of workers’ compensation benefits to the students.
   4. Both parties agree to comply with requirements imposed by its respective Institutional Review Board or Institutional Animal Care and Use Committee (or similar agency), as amended from time-to-time.
   5. The parties agree to review this Agreement periodically to ensure it meets with its respective curriculum requirements, as well as standards of its accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to Section 15.7.
   6. The parties are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.
2. **UMN/SPH General Responsibilities**
   1. UMN/SPH shall be responsible for the general administrative duties, including registration, coursework and financial matters related to the MPH degree for      /CVM’s veterinary medicine students enrolled in the Program (“     /CVM Students”) leading to a dual DVM/MPH degree.
   2. UMN/SPH shall assume responsibility for all public health coursework in order to meet the accreditation requirements for the MPH degree.
   3. UMN/SPH, in collaboration with      /CVM, agrees to provide guidance to      /CVM Students on the fulfillment of public health field experiences.
   4. UMN/SPH, in collaboration with      /CVM, agrees to provide guidance to      /CVM Students on the fulfillment of the master’s project requirement.
   5. UMN/SPH requires that      /CVM Students carry hospitalization and medical insurance. Neither      /CVM nor UMN/SPH is responsible for hospitalization or medical costs incurred by      /CVM Students during this affiliation.
   6. UMN/SPH agrees to render the same emergency medical care to      /CVM Students that it provides for its students in the event of an accident or sudden illness that occurs at UMN/SPH during the course of      /CVM Students’ participation under this Agreement. As set forth in Section 3.5 above, neither      /CVM nor UMN/SPH is responsible for hospitalization or medical costs incurred by      /CVM Students during this affiliation.
   7. To the extent UMN/SPH generates or maintains educational records related to students participating under this Agreement, UMN/SPH will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act (“FERPA”),      /CVM hereby designates UMN/SPH as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to      /CVM’s records is required by UMN/SPH to perform its responsibilities under this Agreement.
3. **/CVM General Responsibilities**
   1. /CVM shall be responsible for the general administrative duties, including registration, coursework and financial matters related to the DVM degree for      /CVM’s veterinary medicine students enrolled in its DVM program.
   2. /CVM shall assume responsibility for all veterinary coursework in order to meet the accreditation requirements for the DVM degree.
   3. /CVM agrees to market the DVM/MPH dual degree program to prospective and enrolled veterinary medicine students at      /CVM.
   4. Upon request by UMN/SPH,      /CVM agrees to assist the UMN/SPH’s admission committee in its selection of      /CVM veterinary medicine students for enrollment in the Program.
   5. Upon request by UMN/SPH,      /CVM, in collaboration with the Program director, agrees to assist in the development of public health field sites for      /CVM Students. Any agreements needed to implement educational activities at such public health field sites are the responsibility of UMN/SPH and the proposed site.
   6. Upon request by UMN/SPH,      /CVM, in collaboration with the Program director, agrees to provide public health field experience advising to      /CVM Students.
   7. Upon request by UMN/SPH,      /CVM, in collaboration with the Program director, agrees to provide master’s project advising to      /CVM Students.
   8. /CVM shall ensure      /CVM Students maintain hospitalization and medical insurance during their participation under this Agreement.
4. **UMN/SPH’s Public Health Practice (“PHP”) Governance**
   1. The PHP major is established and maintained by UMN/SPH’s faculty in accordance with UMN/SPH and University of Minnesota policies.
   2. The regular PHP faculty is composed of faculty members of UMN/SPH. This faculty is affiliated by programs within the PHP major, and program committees serve as the governing bodies of the PHP programs.
   3. On a day-to-day basis, the PHP major is administered by its major chair and executive committee.
   4. The PHP faculty has primary responsibility for the academic content and quality of the PHP major, admissions procedures, evaluation, marketing and educational policies.
   5. UMN/SPH faculty members direct student evaluation, graduation and dismissal, in accord with UMN/SPH policies.
   6. Adjunct faculty members do not participate directly in the governance of the PHP major, but may be asked to advise and consult on a regular basis.
5. **Public Health Seminars**
   1. /CVM Students and faculty, PHP students, practicing health professionals and others will be offered PHP seminars via distance learning technology or Public Health Institute.
   2. /CVM will participate in delivery of lectures in PHP seminars as mutually agreed.
   3. PHP seminars will be provided to      /CVM Students for academic credit at the UMN/SPH’s current in-state resident tuition rate plus applicable University of Minnesota and UMN/SPH fees.
6. **Establishment of**      **/CVM On-site Public Health Courses**
   1. The chair of the PHP major, in collaboration with      /CVM faculty, may submit      /CVM courses for review and approval to the UMN/SPH educational policy committee. Such courses will be taught by PHP regular or approved adjunct faculty.
   2. In the case of courses that are the primary responsibility of other UMN/SPH faculties (e.g., UMN/SPH core courses), UMN/SPH will negotiate appropriate arrangements, schedules and approval of adjunct faculty.
7. **Adjunct Faculty Appointment and Review**
   1. Appointment and review of adjunct faculty are governed by the University of Minnesota Board of Regents Administrative Policy on Academic Appointments, Category 3B., Adjunct and Clinical Faculty from Outside the University (see:  <http://www1.umn.edu/ohr/policies/governing/academic/outside.html>) which, in summary, sets forth the following appointment process:
      1. Faculty outside the University of Minnesota (i.e.      /CVM) who expect to be substantively involved in the Program (e.g., teaching, advising) may be nominated to affiliate with the PHP major as adjunct faculty at their academic institutional rank or as meeting academic standards of credentials and scholarship appropriate for the responsibility and rank.
      2. The deans of the school or agency authority of the nominated faculty must first approve such affiliation in a cover letter with curriculum vitae to the PHP major chair. Regular PHP faculty will vote on candidates’ affiliation. Faculty-approved adjunct appointments will be forwarded to the dean of UMN/SPH for final approval.
      3. The PHP major chair will inform the candidates and dean or agency authority of the nominated faculty of the outcome.
   2. Adjunct faculty may be appointed to teach certain public health courses for which primary responsibility resides with another UMN/SPH faculty (e.g., public health core courses). In such cases, the PHP major chair will assure that the responsible UMN/SPH faculty approves an adjunct faculty member for such teaching duties.
   3. Applicable adjunct faculty titles, as approved by the PHP regular faculty, may include the following:

Adjunct Professor (9401A)

Adjunct Associate Professor (9402A)

Adjunct Assistant Professor (9403A)

Adjunct Instructor (9404A)

* 1. Pursuant to the University of Minnesota Board of Regents policy on Faculty Tenure, Sections 3.3 and 3.4, adjunct faculty appointments assume those appointed hold principal occupations in their professions outside of the University of Minnesota. Therefore, appointments normally will not exceed approximately 20 percent (20%) time where direct compensation is involved.
  2. Adjunct faculty are active professionals who bring their practical expertise to bear in the support of the instructional mission of the UMN/SPH. To hold an adjunct faculty appointment, a terminal or professional degree recognized by the discipline normally is required. The faculty member must actively be engaged in the practice of that profession or be retired from such occupation.
  3. Adjunct appointments are annually renewable based on the results of a performance evaluation. The PHP major chair and executive faculty will conduct a performance review of each adjunct faculty member annually, before proposing reappointment for approval by the regular PHP faculty.
  4. For the Program of the PHP major, at least one position may be considered as an adjunct appointment:

Collaborating Institution Program Liaison (“     /CVM Liaison”). The      /CVM Liaison is responsible for reviewing the Program’s rules, policies and procedures and ensuring that they do not conflict with those of      /CVM. The      /CVM Liaison is also responsible for coordination of the Program and veterinary medicine school calendars and helping resolve scheduling problems. The      /CVM Liaison helps coordinate the      /CVM Students’ research projects and field experiences. The      /CVM Liaison is a member of the Program faculty, attends faculty meetings (conference call attendance or other distributive means may be employed), and may participate on the Program admissions committee for students originating from      /CVM.

1. **Student Evaluation of Teaching**
   1. All courses taught as part of the public health curriculum, as reviewed and approved by the UMN/SPH educational policy committee, require the completion of an end-of-semester/course evaluation by students (including      /CVM Students) according to UMN/SPH customs and University of Minnesota standards. Such evaluations are required to assess the performance of both regular and adjunct faculty and to improve the academic quality of the Program.
   2. Evaluations will be provided to the faculty member and to the PHP major chair, who may share them with executive faculty or other responsible parties.
2. **Financial Terms.** The financial terms of this Agreement will be reviewed annually by UMN/SPH and      /CVM and may be modified by written agreement of the parties in accordance with Section 15.7.
   1. Faculty Compensation
      1. Regular UMN/SPH faculty will be compensated by UMN/SPH for their teaching and travel according to accepted UMN/SPH and University of Minnesota policy.
      2. UMN/SPH adjunct faculty performing as primary course instructor for a course owned by UMN/SPH and taught under the PubH designator as part of the public health curriculum, as reviewed and approved by the UMN/SPH educational policy committee, will be compensated by UMN/SPH at the rate of $2,500.00 per semester credit with either direct compensation to the adjunct faculty member, or on arrangement for a contract with the adjunct faculty’s primary academic unit or employer as determined by said academic unit or employer.
      3. /CVM faculty who teach courses, either on the      /CVM campus or via the Internet, that are owned by      /CVM and have been approved by the UMN/SPH educational policy committee for transfer to the Program, will be compensated by      /CVM according to      /CVM’s compensation policy. Up to a maximum of fourteen (14)      /CVM semester credits may be approved by the PHP major chair and executive committee for transfer to the Program. These credit hours will not be subject to any tuition charges by UMN/SPH.
   2. Tuition
      1. /CVM students admitted to the Program will pay to UMN/SPH the UMN/SPH’s then-current in-state resident tuition rate plus applicable University of Minnesota and UMN/SPH fees as a distance education student.
      2. Courses delivered via the Internet as part of UMN/SPH’s public health curriculum, as reviewed and approved by the UMN/SPH educational policy committee, will be classified as conducted on the campus of the primary course instructor unless governed by an individual contract. Such Internet courses owned by UMN/SPH and taught by regular UMN/SPH faculty will be classified as offered on the UMN/SPH campus with one hundred percent (100%) of tuition and fees to be paid to UMN/SPH; such Internet courses owned by      /CVM that have been approved as transfer credits to the Program and are taught by      /CVM faculty, will be classified as offered on the      /CVM campus with one hundred percent (100%) of tuition and fees to be paid to      /CVM.
3. **/CVM Admissions** 
   1. /CVM student admissions into the Program will be made by UMN/SPH according to criteria established by PHP faculty and published by year of admission (<http://www.php.umn.edu>).
   2. Candidates for the Program may apply to UMN/SPH after being admitted to or during their four years of veterinary medicine school. Program applicants must be in good academic standing with      /CVM at the time of application.
   3. Candidates for the Program may be admitted to the UMN/SPH only upon completion of a baccalaureate degree or equivalency.
4. **Promotion and Marketing**
   1. UMN/SPH and      /CVM will collaborate on      /CVM student recruitment. Examples of potential collaborations include:
5. UMN/SPH will provide      /CVM with electronic copies of curriculum sheets of the Program.
6. Space will be provided on these materials for      /CVM designation as a collaborator and      /CVM adjunct faculty contacts.
7. /CVM will provide recruitment materials to UMN/SPH for review prior to distribution.
   1. Use of University of Minnesota Name. Subject to the terms of this Agreement, the University of Minnesota grants to      /CVM a nonexclusive right to use the phrase “IN COLLABORATION WITH THE UNIVERSITY OF MINNESOTA” in connection with the promotion and marketing of the Program, provided that the University of Minnesota shall have the right to review and approve      /CVM’s proposed use of the above phrase. To this end,      /CVM shall provide UMN/SPH with a copy of its proposed use for the University of Minnesota’s written approval. Approval may be granted or withheld by the University of Minnesota at its sole option. After a specific use has been approved pursuant to this Section,      /CVM shall not depart therefrom in any material respect without the University of Minnesota’s prior written consent.
   2. Use of       University’s Name. Subject to the terms of this Agreement,       University grants to UMN/SPH a nonexclusive right to use the phrase “IN COLLABORATION WITH       UNIVERSITY” in connection with the promotion and marketing of the Program, provided that       University shall have the right to review and approve UMN/SPH’s proposed use of the above phrase. To this end, the UMN/SPH shall provide      /CVM with a copy of its proposed use for       University’s written approval. Approval may be granted or withheld by       University at its sole option. After a specific use has been approved pursuant to this Section, the UMN/SPH shall not depart therefrom in any material respect without       University’s prior written consent.
8. **Copyright**
   1. /CVM disclaims any ownership of the copyright of the courses and materials developed by UMN/SPH (“UMN/SPH Courses and Materials”) pursuant to this Agreement.
   2. UMN/SPH confirms and represents to      /CVM that it is the sole owner of the copyright of the UMN/SPH Courses and Materials developed by the UMN/SPH pursuant to this Agreement or that UMN/SPH has obtained permission from the copyright owner to use the materials in UMN/SPH courses.
   3. UMN/SPH disclaims any ownership of the copyright of the courses and materials developed by      /CVM (“     /CVM Courses and Materials”) pursuant to this Agreement.
   4. /CVM confirms and represents to UMN/SPH that it is the sole owner of the copyright of the      /CVM Courses and Materials developed by      /CVM pursuant to this Agreement or that      /CVM has obtained permission from the copyright owner to use the materials in      /CVM courses.
   5. UMN/SPH hereby agrees that it and its faculty shall not transfer, assign, license or otherwise grant to any other veterinary medicine program any right to use the      /CVM Courses and Materials during the term of this Agreement and any renewal thereof.
   6. /CVM hereby agrees that it and its faculty shall not transfer, assign, license or otherwise grant to any other public health program any right to use the UMN/SPH Courses and Materials during the term of this Agreement and any renewal thereof.
9. **Liability Insurance and Indemnity**
   1. University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate. Such policy includes, within the scope of coverage, all      /CVM Students for activities performed within the course and scope of their duties under this Agreement with regard to the DVM program. Upon request,      /CVM will provide to UMN/SPH a certificate of insurance evidencing such coverage.
   2. University agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of       University, its employees, agents, or representatives (including      /CVM Students) during the performance of its obligations under this Agreement.
   3. University of Minnesota shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate. Such policy shall include, within the scope of coverage, all      /CVM Students for activities performed within the course and scope of their duties under this Agreement with regard to the MPH program. Upon request, UMN/SPH will provide to      /CVM a certificate of insurance evidencing such coverage.
   4. University of Minnesota agrees to defend, hold harmless, and indemnify       University, its officers, agents, employees and representatives (including      /CVM Students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University of Minnesota, its employees, agents, or representatives during the performance of its obligations under this Agreement. The University of Minnesota’s liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. §3.736.
10. **Other Terms**
    1. This Agreement may be terminated by either party upon at least a six (6)-month written notice to the other party. Either party may terminate this Agreement, effective upon delivery of written notice to the other or at such later date as may be stated in the notice, if funding from federal, state or other sources is not obtained or continued at levels sufficient to allow for the performance of this Agreement, or if federal or state laws, rules or regulations are modified or interpreted in such a way that the services are no longer allowable or appropriate, or are no longer eligible for the funding proposed for payments authorized by this Agreement. In the event of termination, the parties will continue to cooperate and use best efforts to allow any then-enrolled      /CVM Students to finish the Program.
    2. As set forth in Section 10, the financial terms of this Agreement will be reviewed annually by UMN/SPH and      /CVM and may be modified by written agreement of the parties, in accordance with Section 15.7.
    3. Neither UMN/SPH nor      /CVM shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender, gender identity or gender expression in the performance of this Agreement.
    4. This Agreement supersedes all other affiliation agreements existing between UMN/SPH and      /CVM that are the subject of this Agreement, whether executed at the institutional or college program level.
    5. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party, except as provided by further written agreement between the parties.
    6. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in carrying out their duties under this Agreement, except as expressly provided in this Agreement.
    7. Subject to the written authorization by appropriate representatives of the UMN/SPH and      /CVM, amendments to this Agreement may be developed to facilitate day-to-day and year-to-year execution of the goals of this Agreement. Each amendment shall be in writing and executed by the authorized representative(s) of each of the parties. To the extent an amendment is not executed properly by persons authorized to do so, it shall be considered null and void.

**IN WITNESS WHEREOF,** each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of their respective party.

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| **University**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: John R. Finnegan, Jr., Ph.D.  Title: Dean, School of Public Health  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jakub Tolar, MD, PhD  Title: Dean, Medical School  Vice President for Clinical Affairs  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |