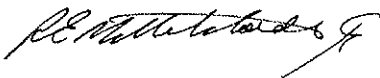


Approved by the W. P. Carey School's Faculty Council on September 19, 2012

Dean's Approval:  \_\_\_\_\_ Date: 9-20-2012  
Robert E. Mittelstaedt, Dean

**Memorandum of Verification**  
**August 16, 2012**

This is to verify that the Proposal for an Undergraduate Concentration in Digital and Integrated Marketing Communication has been reviewed by the W. P. Carey Department of Marketing's Undergraduate Curriculum Committee, in accordance with the Department's By-Laws, Section VII Department Committees. In a meeting on August 14, 2013, this committee has approved the digital and integrated marketing communication concentration proposal. The Marketing Department's Undergraduate Curriculum Committee consists of Professor Amy Ostrom, Professor John Eaton, and Professor Doug Olsen, who have been appointed by the department chair to assist in the development of the department's curricular programs. In addition, the digital and integrated marketing communication concentration was discussed with the faculty at large at the spring department faculty meeting and received conceptual approval from the department faculty at that time. This concentration will not require any additional faculty resources or courses to deliver the concentration program to students.

Beth Walker  
Chair, Department of Marketing  
W. P. Carey School of Business  
Arizona State University

**From:** [Kay Faris](#)  
**To:** [Helen Rubio](#); [Jane Lamal Henschler](#)  
**Subject:** FW: Impact Statement - Courses in Digital Marketing  
**Date:** Saturday, September 01, 2012 5:29:25 AM

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FYI

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**From:** Beth Walker  
**Sent:** Friday, August 31, 2012 6:36 PM  
**To:** Cherri Miller  
**Cc:** Kay Faris  
**Subject:** Fw: Impact Statement - Courses in Digital Marketing

[Fyi. Impact statement.](#)

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**From:** Russell Branaghan  
**Sent:** Friday, August 31, 2012 03:23 PM  
**To:** Beth Walker  
**Subject:** Re: Impact Statement - Courses in Digital Marketing

Dear Beth,

The courses in Digital Marketing and Content Strategy and Marketing sound like great offers for your marketing students. Thank you for requesting this impact statement from the Department of Management Technology. We do not anticipate any adverse impact from these offers, and wish you continued great success in offering them.

Kind regards,

Russ

--

Russell J. Branaghan, PhD  
Chair, Technological Entrepreneurship and Innovation Management  
Associate Professor, Applied Psychology  
Director, Human - Technology Interaction Lab  
Arizona State University  
7271 Sonoran Arroyo Mall  
Mesa, AZ 85212  
480-727-1390  
[russ.branaghan@asu.edu](mailto:russ.branaghan@asu.edu)

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**From:** Beth Walker <[beth.walker@asu.edu](mailto:beth.walker@asu.edu)>  
**Date:** Wednesday, August 29, 2012 4:28 PM  
**To:** Russell Branaghan <[Russell.Branaghan@asu.edu](mailto:Russell.Branaghan@asu.edu)>  
**Subject:** FW: Impact Statement - Courses in Digital Marketing

# Impact Statement from Dr. Marianne Barrett, Dean of the Walter Cronkite School of Journalism and Mass Communication – Arizona State University

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**From:** Marianne Barrett  
**Sent:** Tuesday, September 11, 2012 11:46 AM  
**To:** Beth Walker  
**Subject:** RE: Impact Statement - Courses in Digital Marketing

Beth,  
My apologies for not getting this back to you sooner. We're happy to support the assignment of permanent number to the two courses you listed below. Please let me know if there's anything else you need from us on this. Happy to fill out an impact statement if need be.

Best,  
Marianne

Marianne Barrett, Ph.D.  
Senior Associate Dean and  
Louise Solheim Professor  
Walter Cronkite School of Journalism  
and Mass Communication  
Arizona State University

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**From:** Beth Walker  
**Sent:** Wednesday, August 29, 2012 3:31 PM  
**To:** Marianne Barrett  
**Cc:** Cherri Miller  
**Subject:** Impact Statement - Courses in Digital Marketing

Dear Marianne,

The Department of Marketing is proposing to assign a permanent course number to two courses: Digital Marketing (3 credits) and Content Strategy and Marketing (1.5 credits). Both courses will be part of a new concentration that we are developing for W. P. Carey marketing majors. Given that you offer courses in the "digital media" domain, I am writing to request an impact statement from the undergraduate program in the Cronkite School.

We have offered both courses using the omnibus MKT 494 designation. Because enrollment in these courses will be limited to marketing majors, we don't anticipate that the assignment of a permanent course number will affect enrollments in other courses related to digital media. I have attached the relevant syllabi for your review. Please forgive the short suspense, but if you could send me a note regarding whether or not you believe that this course would impact your program by Tuesday, September 4 at the latest, I would be most appreciative.

Thanks so much for your time.

Best wishes,  
Beth

Beth A. Walker  
Chair, Department of Marketing, W. P. Carey School of Business  
AT&T Professor of Services Marketing and Management  
Arizona State University  
P O Box 874106  
Tempe, AZ 85287-4106  
Phone: 480 965 3621  
Fax: 480 965 8000  
[beth.walker@asu.edu](mailto:beth.walker@asu.edu)

**DEFINITION**

*These are the minimum requirements for approval. Individual undergraduate concentrations may have additional requirements.*

A concentration is a formalized selection of courses within a major.

An undergraduate concentration:

- Requires a minimum of 15 semester hours of which at least 9 semester hours must be upper division. Specialized concentrations (e.g. BIS Concentrations) may have additional or different requirements.
- Is offered by a single unit and is intended exclusively for students pursuing that particular major. If a concentration consists of courses from more than one college the approval of each college Dean is required.

**PROPOSAL PROCEDURES CHECKLIST**

Before academic units can advertise undergraduate concentrations or include them in their offerings as described in the university catalogs, they must be recommended for approval by the Curriculum and Academic Programs Committee and approved by the Executive Vice President and Provost.

A complete proposal should include: Undergraduate Concentration in Digital & Integrated Marketing Communications

- 1. A supporting letter from the chair of the academic unit verifying that:
  - The proposed concentration has been reviewed and has received faculty approval through appropriate governance procedures in the unit.
  - The unit has the resources to support the concentration as presented in the proposal, without impacting core course resources.
- 2. A supporting letter from the office of the supervising dean verifying that the concentration has been reviewed and has received approval through appropriate governance procedures in the college.
- 3. A supporting letter from each college/school dean from which individual courses, or the entire concentration, are taken.
- 4. A statement concerning demand for the program (student/community/market).
- 5. A list of the knowledge, competencies, and skills (learning outcomes) students should have when they complete this proposed concentration. Examples of program learning outcomes can be found at <http://www.asu.edu/oue/assessment.html>.
- 6. A description of the requirements for this concentration. Be specific in listing required courses and specify the total minimum number of hours required for the concentration.
  - Are any new courses required? If so, provide course syllabi and Proposal for Curriculum Action forms.
- 7. A list of the primary faculty participants.
- 8. A minimum residency requirement: How many hours of the concentration must be ASU credit?
- 9. Please prepare and attach a Major Map.
- 10. A completed Appendix document. This information is to be used during the implementation phase to ensure this program appears correctly and completely on Degree Search.
- 11. Attach other information that will be useful to the review committees and the Office of the Provost.

**BS in Marketing (Digital and Integrated Marketing Communications) Proposal****W. P. Carey Department of Marketing****August 23, 2012**

Designed specifically for the marketing major, this concentration builds on the knowledge provided in the major and prepares marketing students with specialized knowledge and training in the areas of advertising, brand management, and digital marketing. The purpose of this concentration is to equip the marketing student with cutting-edge knowledge in the marketing communications area so that they are well-prepared to assume jobs in the areas of advertising, brand management and digital marketing. This concentration will enhance the marketing degree by providing specialized expertise to our graduates in an area that is growing in importance in the marketplace. The estimated enrollment after 3 years is 50 students.

**Justification:** We request the approval of a Concentration (versus a minor or a certificate). The Concentration in Digital and Integrated Marketing Communications is intended exclusively for students who are pursuing a marketing degree. Consistent with the requirements, the proposed concentration requires 15 semester hours of which 9 semester hours are upper division. The coursework included in this Concentration is advanced, and its successful completion depends on the pre-requisite knowledge that is provided in the coursework for the marketing major. As a result, this concentration is limited to W. P. Carey marketing students.

**Need/Demand:** From the student, employer, and marketplace perspective, demand exists to support a concentration in Digital and Integrated Marketing Communications. To begin, for years, Advertising Management (MKT 365) has been the most popular marketing elective that we offer, enrolling up to 400 W. P. Carey students each year. Given the growing importance of digital communication, we recently added Digital Marketing (MKT 494) and now, Content Strategy/Social Media and Community to our elective list. These courses filled instantly. Finally, we have added Brand Management (MKT 494) to provide context and the strategy angle for the coursework in traditional and non-traditional forms of marketing communication. This concentration will distinguish our students in the marketplace. Already, students who have enrolled in our digital marketing curriculum are prepared for jobs that they couldn't compete for in the past. This concentration is unique and cutting edge and will most certainly provide a source of competitive advantage for our marketing degree vis a vis the competition. There are only a handful of programs that offer a similar concentration. Finally, while the number and quality of job opportunities in advertising and brand management is relatively small, the number of entry-level positions in digital marketing has exploded. Because this skill set has become important to many marketing roles, the addition of digital to a solid foundation in marketing is a powerful combination.

**Learning Outcomes:** As the result of this concentration, students will be able to (1) demonstrate a deep appreciation of the customer as the center-point of marketing decisions, (2) develop a comprehensive understanding of the various elements of marketing communication strategy (e.g., advertising, digital marketing, social media) and how they work together to reach the customer, and (3) understand and evaluate the drivers of effective brand strategy.

**Concentration Curriculum:** The Concentration in Digital and Integrated Marketing Communications requires 15 upper-division credit hours to complete, and is available to current BS undergraduate W. P. Carey business students who are majoring in marketing. The coursework is offered on the ASU Tempe Campus in the face-to-face format. To receive the certificate, students must complete the specified business courses with a grade of "C" (2.00 on a scale of 4.00) or higher.

**Pre-requisite:** W. P. Carey BS students, majoring in marketing, with a 2.5 ASU cum GPA and 56 earned credit hours; must have completed MKT 302 or MKT 303 with a grade of “C” or better, MKT 352.

**Required:** MKT 402 – Consumer Behavior (3 credit hours)

**Choose any four of the following five courses:**

MKT 365 - Advertising Management (3 credit hours)

MKT 440 - Digital Marketing in Practice (3 credit hours) \*

MKT 450 – Social Media and Content Marketing (3.0 credit hours) \*

MKT 455 - Brand Management (3 credit hours) \*

MKT 484 Internship or MKT 493 Honors Thesis (3 credit hours)

The (\*) courses listed above replace the following: *Brand Management (MKT 494)*, *Digital Marketing in Practice (MKT 494)*, and *Content Strategy and Marketing (MKT 494)*. The courses have been approved by the W. P. Carey School of Business Undergraduate Curriculum Committee and by Faculty Council; currently, they are pending approval with the Provost’s Office.

**Faculty Participants:** Faculty participants include Adriana Samper, Assistant Professor, John Lastovicka, Professor, David Albert, Lecturer, Detra Montoya, Associate Clinical Professor, and Bret Giles, Adjunct Professor. Other faculty will assume supporting roles in the oversight of internships and theses in the advertising, branding and digital marketing domains.

**Residency Requirement:** All hours of the Concentration must be completed at ASU.

**Major Map:** The Major Map: Marketing (Digital & Integrated Marketing Communications) – Bachelor of Science (B.S.) is attached.

**APPENDIX**
**OPERATIONAL INFORMATION FOR UNDERGRADUATE CONCENTRATIONS**

(This information is used to populate the [Degree Search](#)/catalog website.

Please consider the student audience in creating your text.)

**1. Proposed Concentration Name: BS in Marketing (Digital and Integrated Marketing Communications)**
**2. Program Description (150 words maximum)**

Designed specifically for the marketing major, this concentration builds on the knowledge provided in the major and prepares marketing students with specialized knowledge and training in the areas of advertising, brand management, and digital marketing. The purpose of this concentration is to equip the marketing student with cutting-edge knowledge in the marketing communications area so that they are well-prepared to assume jobs in the areas of advertising, brand management and digital marketing. This concentration will enhance the marketing degree by providing specialized expertise to our graduates in an area that is growing in importance in the marketplace.

**3. Contact and Support Information**

Building Name, code and room number: ([Search ASU map](#)) Business Administration, BA 109

Program office telephone number: (*i.e.* 480/965-2100) 480/965-4227

Program Email Address: [wpcareyug@asu.edu](mailto:wpcareyug@asu.edu)

Program Website Address: <http://wpcarey.asu.edu/undergraduate>

**4. Delivery/Campus Information Delivery: On-campus only (ground courses and/or iCourses)**

*Note: Once students elect a campus or On-line option, students will not be able to move back and forth between the on-campus and the ASU Online options. Approval from the Office of the Provost and Philip Regier (Executive Vice Provost and Dean) is required to offer programs through ASU Online.*

**5. Campus/Locations: indicate all locations where this program will be offered.**

Downtown Phoenix    Polytechnic    Tempe    West   Other:

**6. Additional Program Description Information**

A. Additional program fee required for this program? No

B. Does this program have a second language requirement? No

**7. Career Opportunities & Concentrations**

Provide a brief description of career opportunities available for this degree program. If program will have concentrations, provide a brief description for each concentration. (150 words maximum)

While the number and quality of job opportunities in advertising and brand management is relatively small, the number of entry-level positions in digital marketing has exploded. A sampling of career opportunities include: electronic marketing specialist, digital account manager, digital marketing specialist, digital marketing analyst, digital marketing coordinator.

**8. Additional Admission Requirements**

If applicable list any admission requirements (freshman and/or transfer) that are higher than and/or in addition to the



university minimum undergraduate admission requirements.)

There are no additional admission requirements for this concentration other than the university's and the W. P. Carey School of Business' minimum undergraduate admission requirements of 1160 SAT Reasoning OR 25 ACT score, OR graduated in the top eight percent of high school class as a freshman admit; or as a transfer admit 30 or more semester hours of credit after high school, 3.00 transfer GPA AND 1160 SAT score OR 25 ACT score OR graduated in the top eight percent of high school class.

**9. Keywords**

List all keywords used to search for this program. Keywords should be specific to the proposed program.

Digital Marketing, Digital Communication, Social Media, Brand Management, Advertising, Digital Advertising, Marketing Communication

**10. Advising Committee Code**

List the existing advising committee code to be associated with this degree. **UGBATC**

*Note: If a new advising committee needs to be created, please complete the following form:*  
[Proposal to create an undergraduate advising committee](#)



**2013 - 2014 Major Map  
Marketing (Digital & Integrated Marketing Communication (Proposed), BS  
(Proposed)**

- Transfer UD Business Course Hours: 9 Hours Maximum.
- Community College Business Hours: 30 Hours Maximum.

Term 1	0 - 16 Credit Hours	Critical course signified by	Hours	Minimum Grade	Notes
		⬇	CIS 105: Computer Applications and Information Technology (CS)	3	<ul style="list-style-type: none"> <li>• An SAT, ACT, Accuplacer, or TOEFL score determines placement into first-year composition courses</li> <li>• ASU Math Placement Exam score determines placement in Mathematics course</li> <li>• ASU 101 or College specific equivalent First Year Seminar required of all freshman students.</li> <li>• See academic advisor for appropriate Student Success course requirement if not a first-time freshman.</li> </ul>
		⬇	MAT 210: Brief Calculus (MA) OR MAT 270: Calculus with Analytic Geometry I (MA)	3-4	
			ENG 101 or ENG 102: First-Year Composition OR ENG 105: Advanced First-Year Composition OR ENG 107 or ENG 108: English for Foreign Students	3	
			WPC 101: Student Success in Business	1	
			Historical Awareness (H)	3	
			Humanities, Fine Arts and Design (HU)	3	
		⬇	Milestone: Submission of a Current SAT Reasoning score or ACT score.		
		⬇	Minimum 2.00 GPA ASU Cumulative.		
			Term hours subtotal:	16-17	
Term 2	17 - 31 Credit Hours	Critical course signified by	Hours	Minimum Grade	
		⬇	ACC 231: Uses of Accounting Information I	3	
		⬇	ECN 211: Macroeconomic Principles (SB) OR ECN 212: Microeconomic Principles (SB)	3	
		⬇	MAT 211: Mathematics for Business Analysis OR MAT 271: Calculus with Analytic Geometry II (MA)	3-4	
			ENG 101 or ENG 102: First-Year Composition OR ENG 105: Advanced First-Year Composition OR ENG 107 or ENG 108: English for Foreign Students	3	
			SOC course (SB)	3	
		⬇	Complete ENG 101 OR ENG 105 OR ENG 107 course(s).		
		⬇	Minimum 2.00 GPA ASU Cumulative.		
			Term hours subtotal:	15-16	
Term 3	32 - 47 Credit Hours	Critical course signified by	Hours	Minimum Grade	Notes
		⬇	ACC 241: Uses of Accounting Information II	3	
		⬇	ECN 211: Macroeconomic Principles (SB) OR ECN 212: Microeconomic Principles (SB)	3	
		⬇	ECN 221: Business Statistics (CS)	3	
			COM 100: Introduction to Human Communication (SB) OR COM 225: Public Speaking (L) OR COM 230: Small Group Communication (SB) OR COM 259: Communication in Business and the Professions	3	
			Natural Science - Quantitative (SQ)	4	
		⬇	Minimum 2.00 GPA ASU Cumulative.		
			Term hours subtotal:	16	
Term 4	48 - 61 Credit Hours	Critical course signified by	Hours	Minimum Grade	Notes
		⬇	MKT 302: Applied Marketing Management and Leadership (L)	3	
			ENG 302: Business Writing (L)	3	
			WPC 301: Business Forum	1	
			PSY course (SB)	3	
			Natural Science - Quantitative (SQ) OR Natural Science - General (SG)	4	
		⬇	Minimum 2.00 GPA ASU Cumulative.		
			Term hours subtotal:	14	
Term 5	62 - 76 Credit Hours		Hours	Minimum	Notes

		Grade
FIN 300: Fundamentals of Finance	3	C
MGT 300: Organization and Management Leadership	3	C
MKT 352: Marketing Research (L)	3	C
Upper Division Humanities, Fine Arts and Design (HU)	3	
Cultural Diversity in the U.S. (C)	3	
<b>Term hours subtotal:</b>	<b>15</b>	

Term 6 77 - 91 Credit Hours	Hours	Minimum Grade	Notes
LES 305: Legal, Ethical, and Regulatory Issues in Business	3	C	<ul style="list-style-type: none"> <li>Digital &amp; Integrated Marketing Communication concentration electives must be taken at ASU.</li> <li>If chosen as a concentration elective, MKT 493 Honors Thesis subject must be Advertising, Brand Management, or Digital Marketing.</li> </ul>
<i>Complete 2 courses:</i> Upper Division Digital & Integrated Marketing Communication Concentration Elective	6	C	
SCM 300: Global Supply Operations	3	C	
General Education Elective	3		
<b>Term hours subtotal:</b>	<b>15</b>		

Term 7 92 - 106 Credit Hours	Hours	Minimum Grade	Notes
<i>Complete 2 courses:</i> Upper Division Digital & Integrated Marketing Communication Concentration Elective	6	C	<ul style="list-style-type: none"> <li>Digital &amp; Integrated Marketing Communication concentration electives must be taken at ASU.</li> <li>If chosen as a concentration elective, MKT 493 Honors Thesis subject must be Advertising, Brand Management, or Digital Marketing.</li> </ul>
Upper Division International Business Elective AND Global Awareness (G)	3	C	
General Education Elective	3		
Elective	3		
<b>Term hours subtotal:</b>	<b>15</b>		

Term 8 107 - 120 Credit Hours	Hours	Minimum Grade	Notes
Upper Division Digital & Integrated Marketing Communication Concentration Elective	3	C	<ul style="list-style-type: none"> <li>Digital &amp; Integrated Marketing Communication concentration electives must be taken at ASU.</li> <li>If chosen as a concentration elective, MKT 493 Honors Thesis subject must be Advertising, Brand Management, or Digital Marketing.</li> </ul>
WPC 480: Capstone Course	3	C	
<i>Complete 2 courses:</i> Upper Division Elective	5		
Elective	3		
<b>Term hours subtotal:</b>	<b>14</b>		

- Choose five (5) Upper Division Digital & Integrated Marketing Communication Concentration Electives.

For a list of General Education Elective course options, please visit the following website: <http://my.wpcarey.asu.edu/gened>.

Digital & Integrated Marketing Communication Concentration Electives	Upper Division International Business Elective
MKT 365: Advertising Management	ECN 306: Survey of International Economics (SB & G)
MKT 402: Consumer Behavior	MGT 302: Principles of International Business (G)
MKT 440: Digital Marketing in Practice	MKT 425: Global Marketing Management
MKT 450: Social Media and Content Marketing	SCM 463: Global Supply Chain Management
MKT 455: Brand Management	
MKT 484: Learning Through Internship or MKT 493: Honors Thesis (L)	

**Total Hours:** 120  
**Upper Division Hours:** 51 minimum  
**Major GPA:** 2.00 minimum  
**Cumulative GPA:** minimum  
**Total hrs at ASU:** 30 minimum  
**Hrs Resident Credit for Academic Recognition:** minimum  
**Total Community College Hrs:** maximum

**General University Requirements Legend**

- General Studies Core Requirements:
- Literacy and Critical Inquiry (L)
  - Mathematical Studies (MA)
  - Computer/Statistics/Quantitative Applications (CS)
  - Humanities, Fine Arts and Design (HU)
  - Social and Behavioral Sciences (SB)
  - Natural Science - Quantitative (SQ)
  - Natural Science - General (SG)

General Studies Awareness Requirements:

- Cultural Diversity in the U.S. (C)
- Global Awareness (G)
- Historical Awareness (H)
- First-Year Composition

General Studies designations listed on the major map are current for the 2013 - 2014 academic year.



ARIZONA STATE UNIVERSITY

W.P. Carey School of Business

Marketing Department
Internship Program (MKT 484)

Student Application Form

Date

Name Last, first, middle initial ID#

Local mailing address Number and street

City, state, zip code Telephone number

E-mail address

Major GPA

Years attending ASU Other

Name of Internship

Give the names of two (2) ASU faculty members in the W.P. Carey School of Business as references. (Obtain their permission)

Blank lines for references

Additional course credits you plan to take in this semester besides the internship (15 hour load besides internship is maximum)

Blank lines for additional course credits

List the Marketing courses you have completed or are presently taking

_____	_____
_____	_____
_____	_____

Please return the completed **application** and a copy of your **most recent unofficial transcript** to the Department of Marketing, Internship Coordinator.

**UNIVERSITY LIABILITY STATEMENT**

I understand that the University has worked with the organization to develop an internship that meets the University criteria. If student interns successfully complete the internship program, appropriate credit will be granted by the University. The daily managerial control and working conditions of the internship program are handled by and under the sole direction of the organization. Consequently, the University does not have nor can it assume any liability relative to the protection of the individual intern.

\_\_\_\_\_  
Signature (Student Intern)

In light of the above, you are urged to review with the organization what employee benefits are made available to the intern, i.e., health and accident insurance, workmen's compensation, and liability insurance. If adequate benefits are not available, you may wish to make your own arrangements.



# STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Effective Date.”

<b>UNIVERSITY:</b>	<b>FACILITY:</b> _____
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

**Effective Date:** \_\_\_\_\_

## 1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Effective Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Number of Years: \_\_\_\_

## 2. GENERAL TERMS

2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility’s site that may qualify for University academic credit as determined by University.

2.2. The University and the Facility will agree on a schedule for student participation at the Facility.

2.3. The student’s participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.

2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.

2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.

2.6. Neither the University nor the Facility is obligated to provide for the student’s transportation to and from the Facility or for health insurance for the student.

2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.

2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.

## 2. GENERAL TERMS

2.9. Each student must adhere to the Facility's established dress and performance standards.

## 3. FACILITY'S OBLIGATIONS

3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.

3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.

3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement.

3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

## 4. UNIVERSITY'S OBLIGATIONS

4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.

4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.

4.3. The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.

## 5. STATE OF ARIZONA PROVISIONS

5.1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

5.2. **Conflict of Interest.** ASU's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

5.3. **Notice of Arbitration Statutes.** Pursuant to Arizona Revised Statutes Section 12-1518, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

## 5. STATE OF ARIZONA PROVISIONS

5.4. **Failure of Legislature to appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Facility and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

5.5. **Student Educational Records.** The University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. (For definitions of quoted terms, see ASU Policy SSM 107-01: Release of Student Information.) The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials." Designated representatives of Facility will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Facility shall disclose student educational records it receives under this agreement to any third party, except with the prior written consent of the student or as permitted by law. Any disclosures made by the Facility will comply with the University's definition of "legitimate educational interest." Facility agrees and warrants that it shall use student educational records solely to accomplish its obligations under this agreement and solely in a manner and for purposes consistent with the terms and conditions of this agreement and University policies and procedures. Facility agrees and warrants that it shall not make any disclosures of student educational records without prior notice to and consent from the University. If any designated representative discloses or misuses any educational record, the University and/or Facility will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

5.6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, Facility acknowledges that its relationship with University is limited to the student internship or placement program contemplated herein. Facility shall not make any representations stating or implying that the parties engage in broader transactions or that University is otherwise associated with Facility without first obtaining express written permission from University. In addition, Facility shall not use any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by University without prior written authorization by University.

## 6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.