MEMORANDUM OF UNDERSTANDING CONCERNING
AFFILIATION OF STUDENTS FOR APPLIED LEARNING EXPERIENCE

This is a Memorandum of Understanding ("MOU") on the part of **Nutrifit Sport Therapy**, hereinafter referred to as "Organization", and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University".

A. PURPOSE:

(1) The purpose of this MOU is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality Applied Learning Experiences ("ALEs") for University students, while at the same time enhancing the resources available to the Organization.

(2) Neither party intends for this MOU to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Organization, or as to any third party.

B. GENERAL UNDERSTANDING:

(1) The courses of instruction for each ALE to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Organization. The starting and ending date for each ALE shall be agreed upon at least one month before the ALE commences.

(2) The number of students designated for participation in an ALE will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from an ALE based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Organization or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the parties for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the ALE; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the ALE.

C. ORGANIZATION RESPONSIBILITIES:

(1) The Organization will retain responsibility for the services it provides, and will maintain administrative and professional supervision of students insofar as their presence and ALE assignments affect the operation of the Organization and its services.

(2) The Organization will provide adequate learning opportunities for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Organization's staff.

(3) The Organization will use efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the ALEs.

(4) Organization staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students.

(5) The Organization shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Organization.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University will, upon request and with proper authorization, provide responsible Organization officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in an ALE.

(3) The University will encourage student compliance with the Organization's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

(a) To follow the administrative policies, standards and practices of the Organization when the student is in the Organization.
(b) To report to the Organization on time and to follow all established regulations during the regularly scheduled operating hours of the Organization.
(c) To conform to the standards and practices established by the University while training at the Organization.

E. MUTUAL RESPONSIBILITIES:

(1) The parties will work together to maintain an environment of quality learning experiences. At the instance of either party a meeting or conference will be promptly held between University and Organization representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(2) Unless sooner canceled as provided below, the term of this MOU shall be three (3) years, commencing on **December 1, 2020 and ending on November 30, 2023**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.

(3) All notices or other communication provided for in this MOU shall be given to the parties addressed as follows:

For Organization:

Name: Paige Love, RDN
Title: Owner, Nutrition, Sport, Therapy, LLC
Address: 6111 Peachtree Dunwoody Rd. Atlanta

For University:

Wanda Little
Clinical Coordinator
Byrdine F. Lewis College of Nursing & Health Professions
Georgia State University
P.O. Box 3995
Atlanta, GA 30302-3995

With copy to:
Office of Legal Affairs
Georgia State University
P.O. Box 3987
Atlanta, GA 30302-3987
Attn: University Counsel

(4) This MOU shall be governed and construed in accordance with the laws of the State of Georgia and shall be made in the State of Georgia.

(5) This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this MOU shall be deemed an original signature to this MOU.

[signature page follows]

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY

By: _____
Wendy F. Hensel
Senior Vice President for Academic
Affairs and Provost

Date: January 21, 2021

Nutrifit Sport Therapy
Atlanta GA

By: _____
(signature)
Print name: Paige Love

Title: Owner

Date: 1/21/21