

**STUDENT INTERNSHIP AGREEMENT**

**By and Between**

**The University of Rhode Island (“URI” or “University”)**

**and**

\_\_\_\_\_ **(“Company/Agency” or “Host”)**

**Please complete the Table below, and then proceed to the signature page (page 4) to agree to the terms within this Agreement.**

<b>Host (Company/Agency) Name</b>	
<b>Host Address</b>	
<b>Host Official Representative</b>	
<b>Host Official Representative Contact Information</b>	
<b>Host-Controlled “Organization” and/or “Location” for Internship (if different than Host Name and/or Address listed above)</b>	
<b>Name of Student Intern</b>	
<b>Internship Start Date “Effective Date”</b>	
<b>Internship End Date</b>	

This Student Internship Agreement (the “Agreement”) has been entered into as of \_\_\_\_\_(the “Effective Date”) by and between \_\_\_\_\_ (Host/Agency Name) with its principal place of business at \_\_\_\_\_ (Host/Agency Address) (“Host”) and THE UNIVERSITY OF RHODE ISLAND, a public institution of higher education, acting by and through its Center for Career and Experiential Education, located at Roosevelt Hall, 90 Lower College Road, Kingston, RI 02881 (the "University").

WHEREAS, the University has established programming to give students experiential learning opportunities in various community organizations which complement their chosen disciplines, and

WHEREAS, Host operates and/or controls the organization or facilities known as \_\_\_\_\_ located in/at \_\_\_\_\_ the “Organization”) [**Note:** The Host-controlled organization and location listed here may be the same as, or different than, the Host’s official name and address listed above]; and

WHEREAS, the parties agree that the development of an experiential learning internship (the “Program”) whereby one or more of the University’s students (each, an “Intern”) can obtain practical experience in Organization’s setting would benefit the University, the Interns and Internship Host, all of which will ultimately provide improved services to the community.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

## **1. THE PROGRAM**

The parties have designed the Program described in “Exhibit A” (which is attached hereto and incorporated herein) to allow the Intern(s) to obtain practical experience in Organization’s operations. During the Internship, the student will participate in the specific Program related activities described in “Exhibit A”.

## **2. TERM; TERMINATION**

This Agreement will commence on the Effective Date and shall continue up to and including \_\_\_\_\_, (the “Term”). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the then current academic semester or term.

## **3. HOST RESPONSIBILITIES**

3.1 General Duty of Instruction and Supervision. The Host agrees to assume responsibility for the direction, oversight and supervision of the Intern’s experiential learning and supervised work experiences (which are designed and conducted in general accordance with the Intern’s approved Learning Agreement referenced below) occurring while the Intern participates in the program and Host’s designated Internship location. Without limiting the generality of the foregoing, the Host shall provide reasonable supervision and feedback to each Intern and to the University, including verifying in writing all hours and dates worked by an Intern. Host will also promptly report to the University the unsatisfactory progress (including without limitation unexcused absences) of any Intern.

3.2 Care of Host’s Clients/Customers. Host will remain responsible at all times for the care of, and the provision of services to, its clients, customers, patients, students, as the case may be. In the event that Intern will participate in the provision of services that are properly only done by (or legally required to only be done by) the Host’s qualified employees, the Intern’s participation in the provision of those services shall always (a) be strictly limited to what is permitted by law and by the Host’s policies, and (b) be under the direct control, direction and supervision of the Host’s qualified employees.

3.3 Staffing. Host will maintain at least its normal staffing levels while Interns are present at an Organization. In no event will an Intern be expected or allowed to perform services in lieu of staff employees.

3.4 Host’s Standards. Host will supply any of Host’s applicable standards, procedures and code of ethics to Intern, to allow the Intern to acquaint themselves with them.

3.5 Licenses, Certifications, Approvals, Training and Other Requirements. The Host will ensure that it obtains and/or assists or arranges for the Intern to obtain, any and all necessary licenses, certifications, and approvals (including any required or appropriate background checks or health assessments) that are required by applicable laws or the Host’s policies, in order to allow the Intern to participate in the Program. The Host will also ensure that the Intern receives and

completes all necessary and/or appropriate training and education that the Intern requires in order to legally, safely, successfully and appropriately participate in the Program.

3.6 Host's Program Coordinator and Field Supervisors. Host shall designate one of its employees to serve as the "Host Program Coordinator" who shall serve as the primary responsible liaison to the University responsible for all program related communication and coordination with the University. The Host shall also designate any additional "Field Supervisors" (in addition to the Host Program Coordinator who may be the sole Field Supervisor for the program as well) who will supervise and educate the Intern during the Program. The University must approve the Host Program Coordinator and any additional Field Supervisors, but its approval of those individuals will not be unreasonably withheld. The Host's Program Coordinator shall be listed in the Program Description attached as Exhibit A, and shall also be required to indicate his/her understanding of, and assent to, the terms of this Agreement (including Exhibit A) by his/her signature at the end of this Agreement.

3.7 Learning Outcomes Agreement. The Host, through its Host Program Coordinator, will work with the designated University Program Coordinator and the Intern to develop a written "Learning Outcomes Agreement" which is intended to give structure to the internship by listing specific goals for student educational outcomes and field learning experiences. It is expected that the Intern, the University Program Coordinator, and the Host Program Coordinator will all approve in writing the Learning Outcomes Agreement prior to the commencement of the internship. The Learning Outcomes Agreement may be modified thereafter only with the approval of those same three parties.

3.8 Intern Placement. Accept students for placement as Interns at Host, the exact number to be decided annually by Host and University. Limited to a maximum of 10 students from the same major in a state other than Rhode Island, as required by law.

3.9 Non-Discrimination. Provide a work/learning environment for students that is without discrimination based on race, color, national origin, age, sex, religion, disability, veteran status, sexual orientation or marital status.

3.10 Educational Appropriateness. Provide educationally sound Internships for students.

3.11 Duties and Capacities of Field Supervisors. Assure that each Field Supervisor has adequate time within his/her work schedule to:

- Meet the educational needs of the student, including: orientation to the company and its services, development of learning opportunities which include depth and variety, and preparation for at least weekly conferences with each student;
- Communicate with the University Program Coordinator at periodic intervals to discuss learning opportunity and student performance
- Complete a midterm and final evaluation as provided by and required by University, including a comprehensive evaluation of each student's performance at the end of that student's placement with Host.

3.12 Student Intern Access to Facilities and Resources. Provide students with:

- Sufficient work space, including a desk for each student in an area sufficiently private for carrying on his/her independent work and activity;
- Convenient access to a telephone;
- Office supplies, as needed, in the performance of responsibilities;
- Access to client and Host's records appropriate to the student's learning experience.

3.13 Parking. Provide adequate parking for students during duty periods, and, when resources allow, provide either transportation or reimbursement of approved travel if students must travel on behalf of clients.

3.14 General Host Responsibility for Student Work. Supervise and assume responsibility for the students Intern's work with Host.

3.15 Intern Safety and Health. Provide a safe work/learning environment for students, including first aid and emergency medical care and referral to an appropriate health care provider if needed. Host will inform students of any health and/or safety issues or concerns in the Internship location prior to the start of the internship.

#### **4. UNIVERSITY RESPONSIBILITIES**

4.1 Qualification of Interns. The University shall ensure, through qualified university staff and curriculum that each Intern is adequately prepared to benefit from his or her placement in the Program. An Intern's preparedness shall be measured by (i) academic performance indicating an ability to understand what the Intern will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Intern will observe and perform, and (iii) the Intern's disposition and conduct as appropriate for the setting. Prior to the commencement of their Internship, the University will also ensure that all Interns involved in the Program become familiar with and are instructed that they must adhere to all applicable legal requirements as well as Host's standards, procedures and code of ethics.

4.2 General Obligations to Host. Consider the needs and recommendations of Host in all matters concerning its field instruction program;

4.3 University Program Coordinator. The University will appoint one (1) university staff member to serve as the educational coordinator for the Program (the "University Program Coordinator"). The University Program Coordinator will be responsible for the overall management of the Intern's educational experience while participating in the Program. The University Program Coordinator shall be listed in the Program Description attached as Exhibit A and shall also be required to indicate his/her understanding of, and assent to, the terms of this Agreement (including Exhibit A) by his/her signature at the end of this Agreement. The University Program Coordinator shall also:

- Serve as principal liaison between University and Host including appropriate communication with University's Director of Experiential Education;
- Be reasonably available to the Host's Program Coordinator and Field Supervisors for consultation when requested; and
- Share with the Field Supervisors knowledge of the educational program of University.

4.4 Learning Outcomes Agreement. Work with students to prepare a "Learning Outcomes Agreement" that will give structure to the internship experience by listing goals for student educational outcomes and field learning experiences. It is expected that the Student Intern, the University Program Coordinator and the Host Program Coordinator will all agree in writing to the learning outcomes agreement prior to the midterm.

4.5 Approval of Host Personnel. Review and accept where appropriate the Host's recommendations for the Host Program Coordinator and any additional Field Supervisors.

4.6 Academic Oversight. Administer the academic aspects of the Program, including decisions which affect the progress of the student, such as grades, credits, and field hours.

#### **5. INTERN RESPONSIBILITIES**

At all times while participating in the Program at the Organization, all Interns shall adhere to Host's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, and professional conduct; maintain good standing at the University, and maintain accurate, daily log sheets of all hours worked. Host will familiarize Interns with Host's standards, procedures and code of ethics.

#### **6. FERPA COMPLIANCE**

The parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley

Amendment) in their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents with regard to their respective obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and their officers, employees and agents from any liability, damages, claims actions, causes of actions, demands, judgments or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees or agents to abide by the Family Educational Rights and Privacy Act or its implementing regulations.

## **7. INSURANCE and INDEMNIFICATION**

7.1 Student Liability Insurance. University shall maintain a general liability insurance policy covering its students in the amounts of \$1,000,000.00 per incident and \$3,000,000.00 in the annual aggregate. A copy of the policy or certificate will be provided upon request.

7.2 Host General Liability Insurance. The Host shall provide a current and up-to-date certificate of General Liability Insurance to the University Program Coordinator, showing coverage in the amounts of \$1,000,000.00 per incident and \$3,000,000.00 in the annual aggregate. This requirement may be waived, or modified as appropriate, in the exclusive discretion of the University, on a case by case basis, such as when the Host is public/governmental entity.

7.3 Indemnification. Each party shall defend and indemnify the other party (and its governing boards and board members, directors, officers, employees, students, agents and representatives) from and against all claims and resulting liabilities and damages, resulting from the negligence or wrongful conduct of the indemnifying party and/or its employees, students, agents and representatives. This requirement may be waived, or modified as appropriate, in the exclusive discretion of the University, on a case by case basis, such as when the Host is public/governmental entity.

## **8. CONFIDENTIALITY**

8.1 Definition. Each party may in some cases (at the discretion of the disclosing party, when it is considered necessary or appropriate to help ensure the success of the internship arrangement) be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; and financial information, all of which it considers trade secret.

8.2 Duty to Protect. Each party will protect the other party's Confidential Information and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this

Agreement.

8.3 Exclusions. Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "Recipient"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is required to be disclosed by court order or operation of law; or (e) is required to be disclosed under the provisions of Rhode island's public records laws. Before disclosing any Confidential Information under a court order or operation of law, the Recipient shall provide the other party (the "Injured Party") reasonable notice and the opportunity to object to or limit such disclosure.

8.4 Client/Customer Records. The University acknowledges and agrees that all client or customer records of Host shall be and remain the property of and in the custody of Host. Upon termination of this Agreement, the University and its faculty and students shall neither retain nor have access to any client or customer records obtained under this Agreement.

8.5 Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

## **9. EMPLOYMENT PRACTICES**

9.1 Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations.

9.2 Termination of Interns. Host shall have the right to terminate, at any time, with or without notice, the training of any Intern whose performance is unsatisfactory or whose characteristics and activities are detrimental to Host's business or organizational activity. Termination of a student must be followed with a written communication to the University Program Coordinator, including a statement of facts describing the Intern's unacceptable conduct that resulted in such termination.

9.3 No Compensation. The parties understand and agree that neither party, nor any Intern, will be entitled to compensation hereunder for its participation in the Program. No Intern will be considered an employee of either the University or Host as a result of participation in the Program, and neither the University nor Host will be responsible for Worker's Compensation coverage with respect to any Intern.

## **10. MISCELLANEOUS**

10.1 Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if nonperformance continues for more than thirty (30) days.

10.2 Headings, Counterparts. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3 Modification of Agreement. This Agreement shall not be modified or amended except by a written document executed by an authorized representative of each party.

10.4 Severability. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

10.5 Compliance with Laws. The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement. University is a public body of the State of Rhode Island and is subject to the Rhode Island Access to Public Records Act.

10.6 Independent Contractor. The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the University and Host. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Host nor the University shall be under any obligation to any third party by reason of this Agreement or any term thereof.

10.7 Publicity. Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent.

10.8 Notices. All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

**University of Rhode Island ("University"):  
(Name, Title, Address, Contact Information)**

**Host:  
(Name, Title, Address, Contact Information)**

Notices shall be deemed given upon receipt or refusal to accept delivery.

10.9 Conduct. At all times while present at an Organization, the University and its employees and students (including the Interns) will comply with all applicable Host policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) employee code of conduct.

10.10 Non-Assignment. Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

10.11 Non-Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding regarding the same subject matter will not be binding except to the extent incorporated in this Agreement.

10.13 Governing Law. This agreement shall be governed by the laws of the state of Rhode Island.

**Authorized Signatures:**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory official who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.**

\_\_\_\_\_ (**Host**)

By: \_\_\_\_\_ (Authorized Signature)

Name:

Title:

Date:

**The University of Rhode Island (“University”)**

By: \_\_\_\_\_ (Authorized Signature)

Name:

Title:

Date:



*The terms of this Agreement (including the Program description attached as Exhibit A) are also understood by, and assented to, by the Host's Program Coordinator, the University Program Coordinator, and the student Intern, as evidenced by their respective signatures below:*

**Intern**

Signature: \_\_\_\_\_

Printed Name:

Date:

**Host's Program Coordinator**

Signature: \_\_\_\_\_

Printed Name:

Position Title:

Date:

**University Program Coordinator**

Signature: \_\_\_\_\_

Printed Name:

Position Title:

Date:

**“EXHIBIT A”**

**Program Description**