AGREEMENT

FOR STUDENT INTERNSHIPS

# BETWEEN

**ROWAN UNIVERSITY**

**AND**

**THIS STUDENT INTERNSHIP AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by and between **Rowan University,** acting on behalf of its **Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as “University”)and **[NAME OF FACILITY/ADDRESS] (**hereinafter referred to as “Facility”).

The University offers instruction in selected allied health disciplines. As part of each program, University seeks relevant, supervised experiences in both clinical and non-clinical practice settings. The purpose of this Agreement is to identify the mutual responsibilities and expectations of the University and the Facility, in connection with paid and unpaid internships for students in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program (“\_\_\_\_\_\_\_\_\_\_\_”). The University and the Facility shall be referred to as a “Party” or the “Parties” herein.

**WHEREAS**, the University maintains educational programs and is seeking training opportunities for its \_\_\_\_\_\_\_ student interns at the Facility; and

**WHEREAS**, the Facility provides quality experiential training opportunities for \_\_\_\_\_\_\_\_\_\_ interns; and

**WHEREAS**, the University shall require its student interns to perform with high standards at all times and comply with all policies and regulations of the appropriate department of Facility to which he/she is assigned; and

**WHEREAS**, the education of the student interns shall complement the services and educational activities of the Facility; however, it is understood that student interns shall not be used in lieu of professional or staff personnel and shall be under the supervision of an onsite supervisor acceptable to the University; and

**WHEREAS**, student interns will receive University academic credit for their educational internship at the Facility; and

**WHEREAS**, it is to the mutual interest and advantage of the Parties to enter into this Agreement in order that the student interns involved be given the opportunity and benefit of receiving training; and

**WHEREAS**, both Parties are mutually desirous of cooperating in the manner set forth in this Agreement and in the Exhibits, which are attached hereto and incorporated by reference herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement and Exhibits, and intending to be legally bound hereby, it is agreed by both Parties as follows:

**A. [NAME OF PROGRAM]**

1. It is agreed by both Parties that specific details of the University’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program, the assignment of student interns, and other specific duties and obligations of the Parties, in addition to those set forth in this Agreement, shall be made by mutual agreement between the University and Facility, including, but not limited to: whether the student internship shall be paid or unpaid; the activities the student interns will participate in at Facility; the required number of supervision hours; and the specific student intern evaluation procedures to be followed.

**B. RESPONSIBILITIES OF THE UNIVERSITY**

1. The University shall provide the basic academic preparation of the student interns through classroom instruction and laboratory practice and will assign to the Facility only those student interns who possess a satisfactory record of completing prerequisite portion of the curriculum and who have met the minimum requirements established by Facility for its educational internship program.
2. The University will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the educational internship program at the Facility, including evaluation and grading of student interns.
3. The University will provide to appropriate personnel at the Facility a list of Health and Exercise Science student interns to receive training at the Facility and will update such list as necessary.
4. The University shall advise student interns that their participation in the training experience does not entitle the student interns to employment with the Facility that extends beyond their participation in the internship at the Facility.
5. The University will promptly consider any reasonable request by the Facility for the withdrawal of student interns for sufficient and good cause if they are participating in an unpaid internship. The University acknowledges that student interns participating in paid internships are at will employees of the Facility, and that the Facility has the right, in compliance with applicable laws, to terminate the student interns at any time, with or without cause.
6. The University shall provide the Facility’s staff with opportunities to participate in the development of specific educational objectives for each student intern as well as in the joint planning and evaluation of the student intern’s educational experience.
7. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The University will provide its student interns participating in unpaid internships with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year. Coverage will extend to activities performed under this Agreement. Evidence of insurance will be provided upon request.

**C. RESPONSIBILITIES OF THE FACILITY**

1. Facility is prohibited from requesting or requiring student interns participating in training experiences to enter into separate agreements of any kind with Facility.
2. Student interns participating in paid training experiences shall be considered W2 employees of the Facility, entitled to all of the protections of the Facility’s other employees, and shall be covered under the Facility’s Workers’ Compensation and Liability Insurance, as set forth in Section C.15, below. The Facility will compensate the students for time spent performing work for the Facility at an hourly rate in compliance with applicable wage and hour laws. The Facility shall indemnify and hold the University harmless from any tax liabilities related to Facility’s payment to paid student interns.
3. Each Party agrees that the student interns will be participating in a learning situation and that the primary purpose of the placement is for the student interns’ learning. It is further understood that the student interns shall perform duties as part of their training under the direct supervision of the Facility.
4. As stated in B.5, above, the Facility retains the right to terminate a student intern participating in a paid internship at any time, with or without cause, consistent with applicable law. The Facility will make reasonable efforts to notify the University in advance of such removal.
5. The Facility agrees to provide to University a current list, upon request, of the names and professional academic credentials of the staff members participating in the student interns' educational internship program at the Facility.
6. The Facility shall provide instruction and supervision of student interns by personnel who meet the standards of recognized professional accrediting agencies or regulatory agencies in the state where the Facility is located and in accordance with the stated objectives of the educational internship program.
7. Designated Facility personnel and the University’s program coordinator shall jointly plan and evaluate the student interns’ training experience.
8. The Facility shall provide to student interns all rules and regulations of the Facility.
9. The Facility will inform the University and student interns in advance of any eligibility requirements for participation in the internship, including medical screening and/or criminal background requirements.
10. The Facility will notify the University immediately of any situation or problem which threatens a student intern's successful completion of the educational internship program at the Facility.
11. The Facility will assist any student intern requiring emergency medical care in the case of injury or illness during the affiliation. Student interns are required carry their own medical insurance, proof of which shall be furnished to the Facility upon request.
12. When required for accreditation and/or upon the University’s request, the Facility will provide the University with its internship training program information, reports or other data.
13. The Facility will arrange to permit student interns to utilize the Facility’s parking and library and to use the Facility’s cafeteria (if any) at the student intern’s own expense.
14. The Facility shall maintain the confidentiality of all student intern records produced by it or furnished to it by the University, and will not disclose information except as the University may request for its own use or as the student intern may direct or as required by law.
15. The Facility shall indemnify and hold harmless the University, including, without limitation, the University’s agents, directors, officers, and employees from and against all claims, losses, costs, damages and expenses (including reasonable attorneys’ fees) relating to injury to or death of any person or damage to real or personal property in connection with (i) any breach by Facility of any provision hereof, or (ii) an act of negligence by Facility.
16. **The Facility** **will maintain insurance coverage as outlined below:**

(a) If the student interns are participating in a paid training experience, each Party agrees that the student interns will be treated as employees of the Facility and will be covered under the Facility’s Workers’ Compensation and Liability Insurance.

(b) All insurance coverage will be written on an occurrence basis and will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better.

(c) The Facility agrees to maintain individual policies of professional liability and general liability insurance for itself and its employees with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate. The Facility will also maintain Workers’ Compensation Insurance for its employees with statutory limits applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the Facility and its employees. This insurance shall include Employers’ Liability Protection with a limit of liability of not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit.

(d) The General Liability insurance must name Rowan University, The State of New Jersey, and the New Jersey Educational Facilities Authority as additional insureds on the policy.

(e) Certificates of insurance will be provided to the University by the Facility upon request.

**D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS**

1. Both of the Parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.
2. As applicable, student interns shall comply with all immigration-related requirements under the law in connection with paid internships at Facility and, if necessary, shall complete and submit any required documentation.
3. The determination of the number of student interns, their schedules, the time commitment and the availability of space and/or rotations shall be made by mutual agreement between the University and Facility.
4. The University’s instructors and Facility personnel shall consult periodically to review student intern progress and to review the educational internship program in general.

5. For unpaid internships, upon recommendation of the Facility, the University agrees to withdraw from the Facility any student who does not abide by Facility rules and regulations or who for other reasons is unsatisfactory. Questions and disputes concerning a student's removal from the Facility will be resolved by joint conference between University and Facility representatives.

6. For paid internships, and as stated in B.5, above, the Facility retains the right to terminate a student intern at any time, with or without cause, consistent with applicable law.

7. The Parties to this Agreement are in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment in, its programs and activities.

8. The University in its programs and services adheres to the State’s non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated.  While in performance of this contract, Facility certifies that it does not discriminate on these grounds either.

9. The term of this Agreement shall be for a one (1) year period, from \_\_\_\_\_\_\_\_\_, 2019 through \_\_\_\_\_\_\_, 2020, and shall automatically renew for additional one (1) year terms, unless either Party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) days’ prior to the expiration of the contract year term thereof.

 10. This Agreement may be terminated by either Party giving written notice to the other Party at least ninety (90) days prior to the effective date of such termination.

11. This Agreement may be terminated by either Party at any time if the other Party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other Party.

12. Notwithstanding any termination under this Agreement, once a student has been accepted by the Facility for its educational internship program, and so long as the student remains in good standing at the University and within the Facility’s performance standards, and the student’s training has not otherwise ended, the student will be allowed to finish his/her internship at the Facility.

13. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first‑class mail or overnight service (e.g., Federal Express) to each Party as follows:

**If to the University**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provost & Senior VP for Academic Affairs

Rowan University

201 Mullica Hill Road

Glassboro, New Jersey 08028

**With a Copy to**:

**If to the Facility:**

14. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.

15. This Agreement and its Exhibit(s) represent the entire understanding of the Parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the Parties.

16. This Agreement and its Exhibit(s) shall be binding on the Parties and their respective successors and assigns. Neither Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.

17. This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement.

18. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

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| **[FACILITY NAME]** | **ROWAN UNIVERSITY** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  Name |   |
|  Title |  Provost & Senior VP for Academic Affairs |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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