



Messiah University has developed this memorandum of understanding to describe the mutual responsibilities between the University and your organization, hereafter named as "agency".

WHEREAS, the parties desire to establish and maintain a working relationship to facilitate a stimulating environment for the education and training of student interns;
and

WHEREAS, both parties are mutually desirous of cooperating in the organization and implementation of an internship program in the manner set forth in this Agreement.

NOW, THEREFORE, it is agreed by both parties as follows:

1. Responsibilities of the University

The University shall assume full responsibility and authority to do the following:

- 1.1 Designate a campus-based advisor to assist the student in setting learning objectives, to confer with agency personnel, to monitor the student's progress, and to evaluate the academic performance of the student;
- 1.2 Maintain communication with the agency and to clarify Messiah University policies and procedures;
- 1.3 Maintain the confidentiality of any information obtained about the agency;
- 1.4 Provide public liability insurance, and such professional liability insurance as may be reasonably required, for each participating student and campus advisor;
- 1.5 Inform students prior to the internship that the student is not entitled to unemployment compensation benefits upon completion of the internship experience.

2. Responsibilities of the Agency

The Agency shall assume full responsibility and authority to do the following :

- 2.1 Encourage and support the learning aspect of the student's internship assignment;
- 2.2 Designate an employee to serve as student advisor with responsibilities to help orient the student to the agency and its culture, to assist in the development of learning objectives;
- 2.3 Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging;
- 2.4 Make available equipment, supplies, and space necessary for the student to perform his/her duties;
- 2.5 Provide safe working facilities, and facilities free from all forms of harassment;
- 2.6 Will not displace regular workers with students secured through internship referral;
- 2.7 Notify University personnel of any changes in the student's work status, schedule or performance;
- 2.8 Confirm that as an employer, worker's compensation and employee's liability insurance are maintained, as required by the state in which the agency is located. Supplemental policies for the intern are not required provided these mandatory statutes are in place.

2.8 Provide a written appraisal of the student's performance (provided by the Internship Program) and sign off on the student learning objectives and work/reflection log.

3. Terms of Internship Agreement

3.1 An internship arrangement for each student will be no less than 40 hours.

3.2 The University may request termination of the internship arrangement for any student not complying with university guidelines and procedures for the internship program, as long as agency personnel are notified in advance, and satisfactory resolution cannot be obtained.

3.3 The Agency shall have the authority to remove immediately any student who fails to comply with the agency's policies and procedures. If such removal occurs, the Agency shall immediately contact the university coordinator.

3.4 Both parties agree to indemnify, defend and hold harmless the other party as well as the other party's directors, officers, agents and employees from and against any and all claims, allegations of malpractice, demands, actions, settlements or judgments, liabilities, losses, damages, suits, costs and expenses whatsoever, including without limitation any and all expenses whatsoever reasonably incurred in connection with investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, based upon or arising out of activities described in this Agreement, to the extent occasioned by the negligent actions or omissions of the other party, its agents, students or employees. The University reserves the right to have sole control of the defense of any such claim for itself only, including choice of counsel to represent the University. This Section shall survive the termination of this Agreement.

3.5 Both parties warrant that they shall fully comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this memo of understanding if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Memo of Understanding, the non-breaching party may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Memo of Understanding.

4. Duration of Agreement.

4.1 This memorandum of understanding shall continue in effect during the academic year within which the internship start date occurs.

4.2 Any questions regarding the internship program, its procedures, or this memorandum should be referred to: Internship Program Coordinator, Career and Professional Development Center, Messiah University, One University Ave., Suite 4511, Mechanicsburg, PA 17055, 717-691-6016.