

**Academic Internship  
Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made and entered into between University of Vermont and State Agricultural College (“University”), a public institution of higher education, and \_\_\_\_\_ (“Internship Site”) related to expectations and internship duties to be offered by Internship Site to University students (“Interns”).

Whereas, the University has established programming to give students experiential learning opportunities which complement their chosen disciplines;

Whereas, Internship Site wishes to provide opportunities for University’s students in line with the Intern’s chosen discipline;

Whereas, the parties agree that combining productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students, which also benefits the University, the Internship Site, and the greater community;

NOW, therefore, the parties agree as follows:

**A. Internship Site Responsibilities**

1. Learning Opportunities. The Internship Site will work with University to develop an internship experience that fulfills University established learning objectives. The Internship Site agrees to comply with qualification standards for the student’s academic programs.
2. Selection. The Internship Site is responsible for intern selection and screening, including determining that the intern meets qualifications. The Internship Site agrees to notify the University of selection requirements including, but not limited to, criminal history investigations, drug testing, and health screenings. An internship arrangement for each student will be one academic semester, summer session, or a period agreed upon by the internship site and UVM.
3. Supervision. The Internship Site will identify a Host Supervisor who will work with University to provide reasonable supervision and feedback to each Intern and to the University, including verifying in writing all hours and dates worked by an Intern. Internship Site will maintain at least its normal staffing levels while Interns are present at the Internship Site’s site. In no event will an Intern be expected or allowed to perform services in lieu of Internship Site's employees.
4. Student Performance. The Internship Site will complete performance evaluation form(s) as requested by the University for the purposes of evaluating the successful attainment of learning objectives. In the event the Internship Site is dissatisfied with the performance of an intern, the Internship Site should notify the University Academic Supervisor promptly to discuss a mutually satisfactory resolution, up to and including termination of the internship arrangement. If a student

presents an imminent health or safety concern at the Internship Site, the site may immediately remove the student, but will consult with the University academic supervisor as soon as possible.

5. Orientation. The Internship Site will provide an orientation that includes, as appropriate, a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Internship Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; data privacy and security; and information detailing where students check-in and how they log their time and save project work. As part of the orientation, Internship Site will inform students of expectations for behavior on-site.
6. Work Environment. The Internship Site will provide appropriate training, equipment, supplies, and space necessary for the Intern to perform their duties, as applicable. The Internship Site shall supply any Internship Site required personal protective equipment (PPE) for students to participate in the internship.
7. Compliance. The Internship Site acknowledges that it is responsible for compliance with applicable federal and state occupational health and safety, wage and hour, and equal employment opportunity laws.
8. Student Privacy/Records. The Internship Site will ensure that all student records provided to it to effectuate this educational opportunity or created at University's request relating to a student and their performance while with the Internship Site, shall be made available only in conformance with the Family Education Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g, as it may be amended from time to time, and other governing laws.
9. Insurance. The Internship Site will maintain the following insurances and provide a Certificate of Insurance evidencing the listed coverage upon request.
  - Commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability;
  - Automobile liability insurance in limits that meet or exceed state minimum liability requirements and represent that drivers and vehicles are selected in accordance with the Internship Site's driving policy.
  - Workers compensation insurance to the extent required by law.
10. Injuries. The Internship Site will notify the University orally and in writing as soon as is reasonably possible of any injury or illness to a student participating at the Internship Site.

## **B. University Responsibilities**

1. Qualification Standards. The University will inform Internship Site of any minimum requirements of the internship, any minimum qualifications for Site Supervisors, the nature of supervision the Intern must receive, and the compatibility between the Intern's responsibilities and the academic requirements of the Intern's academic programs.
2. Academic Supervision. The University will appoint one faculty or staff member to serve as the educational coordinator for the internship (the "Academic Supervisor"). The Academic Supervisor

will be responsible for the overall management of each Intern's educational experience while participating in the Program. The Academic Supervisor will initiate and establish a plan of periodic contact with the Intern and the Site Supervisor.

3. Academic Credit. The University will require Interns to enroll in for-credit coursework simultaneous to completion of internship duties at the Internship Site and will determine the amount of academic credit awarded for the internship experience.
4. Removal of Student. The University may request termination of the internship arrangement for any student not complying with University or academic unit guidelines and procedures for the internship program, or should the University have health or safety concerns for its student. Where possible, the University will notify site personnel in advance to discuss mutually satisfactory resolution.
5. Insurance. The University will maintain the following insurances and provide a Certificate of Insurance evidencing the listed coverage upon request.
  - Commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability;
  - Workers compensation insurance to the extent required by law.
6. Student Responsibilities. The University will advise the student(s) of their responsibility to:
  - Enroll in an internship class for academic credit and create a learning contract outlining goals for the internship experience.
  - Initiate and maintain contact with academic supervisor during the course of the internship.
  - Participate in all training required by the Internship Site.
  - Exhibit professional, ethical and appropriate behavior when at the Internship Site.
  - Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - Abide by the Internship Site's rules and standards of conduct.
  - Abide by the University's Code of Student Conduct.
  - Maintain the confidentiality of the Internship Site's proprietary information, records and information concerning its clients.
  - Report concerns, including safety and/or personnel issues, to appropriate avenues of support at the Internship Site and the Academic Supervisor.

### **C. Miscellaneous**

1. Financial Obligations. This MOU does not anticipate any present exchange of monies, guarantee specific funding or create any financial obligations between the parties.
2. Fair Labor Standards Act. Internship Site agrees to comply with all applicable employment laws. Internship Site shall be solely responsible for determining whether Intern is an employee of Internship Site under the Fair Labor Standards Act, and whether the Intern is entitled to compensation by Internship Site.

3. Liability. Each party agrees to defend, indemnify, and hold harmless the other for personal injury or property damage resulting from the negligent acts or omissions of the indemnifying party, including the indemnified parties' reasonable attorney's fees.
4. Relationship of the Parties. This MOU shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.
5. Intellectual Property. The intellectual property rights of work performed by Interns will be governed by any agreements signed between the Intern and the Internship Site as well as relevant state and U.S law.
6. Term and Termination. This MOU shall be effective for a term of 3 years from June 7, 2025 to June 6, 2028. University and Internship Site may, upon giving 90 days' written notice to all parties, terminate this MOU. The termination of this MOU will not affect students currently assigned as interns.
7. Notices. Except as otherwise provided herein, any notice required by this Agreement shall be provided as follows:

UNIVERSITY:

UVM Career Center

590 Main Street, 204 Davis Center, Burlington, VT 05405 career@uvm.edu

INTERNSHIP SITE:

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
9. Entire Agreement. This document contains the entire agreement of the parties which shall not be amended except by a written agreement of the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective.

