

UNIVERSITY/INTERNSHIP SITE MEMORANDUM OF UNDERSTANDING
University of Vermont and State Agricultural College

I. Purpose. Internships for students at the University of Vermont and State Agricultural College (hereinafter the “University of Vermont” or “UVM”) provide an educational opportunity whereby students complement their academic preparation with direct practical experience. Combining productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students.

II. Terms:

Academic Supervisor: the University of Vermont faculty member who assigns academic work relevant to the internship and evaluates this academic work.

Internship Site Supervisor: The Internship site staff member who coordinates training and assignment of projects and tasks at the internship site to advance student learning goals.

III. Responsibilities.

To help ensure the interests and promote the benefits of an internship arrangement for all parties involved, the parties agree to the following mutual responsibilities between students, the University and organization: _____, (hereafter “the internship site”).

A. The Academic Supervisor will advise students that they are responsible to:

1. Comply with internship site policies and procedures.
2. Initiate and maintain contact with academic supervisor during the course of the internship.
3. Enroll in an internship class for academic credit and engage in the academic work required by the internship site and the academic supervisor.
4. Work toward the goals of the student learning contract.
5. Report problems including safety and/or personnel problems to appropriate avenues of support at the internship site, and the academic supervisor or Career Center personnel.
6. Conduct themselves in a professional manner and in ways consistent with the University’s Code of Student Conduct and in compliance with the internship site’s personnel policies.

B. The University is responsible to:

1. Designate an academic supervisor with responsibilities to assist in setting learning objectives in a Learning Contract, to confer with internship site supervisor as needed, to monitor progress, and to evaluate the academic performance of the student.
2. Certify the student's academic eligibility to participate in an internship assignment.
3. Establish guidelines and standards for internships and make these guidelines and standards available to the internship site supervisor.
4. Clarify UVM policies and procedures for the internship site supervisor, as needed.
5. Maintain the confidentiality of any proprietary or protected information obtained from the internship site to the extent permitted by law.
6. Maintain commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence.
7. Maintain professional liability coverage that extends to students engaged in internships in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.

8. Maintain employment practices liability insurance in an amount not less than \$1,000,000 per claim to cover wrongful acts, including but not limited to discrimination, sexual harassment, or failure to accommodate under ADA.
9. Upon request, a copy of the Certificate of Insurance verifying the above coverages will be submitted to the internship site.

C. The Internship Site is responsible to:

1. Coordinate with the University of Vermont academic supervisor and student to help the student to develop learning goals and objectives and to describe internship activities that will support those goals and objectives. Encourage and support the learning goals and objectives of the student's internship assignment.
2. Designate an employee to help orient the student to the internship site and its culture, to assist in the development of learning objectives, to confer regularly with the student and with their academic supervisor as needed, and to supervise and monitor progress of the student.
3. Represent that it employs precautionary measures and protocols for its workforce in compliance with applicable state and federal executive orders and guidance, as well as recommendations related to COVID-19 put forth by the Centers for Disease Control, as such orders and guidance may change from time to time.
4. Provide orientation to the student intern at the commencement of the internship, to include issues of safety and security, provide supervision for the student, and assign duties that are career-related, progressive, and challenging. The internship site's orientation for students shall also cover, at a minimum, COVID-19 health and safety protocols specific to the internship site, infectious disease preparedness and response plans, infection control and contamination procedures, and social distancing.
5. Make available equipment, supplies, and space necessary for the student to perform their duties, as applicable. The internship site shall supply personal protective equipment (PPE), as needed, for students to participate in the internship, or notify the University of Vermont no later than 10 days prior to student placement of any PPE the University of Vermont will need to supply for students.
6. Provide an appropriate and safe working environment free from health and safety concerns, including all forms of harassment.
7. Ensure that regular workers are not displaced by student interns.
8. Notify UVM academic supervisor of any changes in the student's intern status, schedule, or performance.
9. Notify UVM as soon as it becomes aware that any student, or faculty as applicable, has come in contact with a confirmed COVID-19 individual at any point in the fourteen (14) days prior to confirmation of the infection, and share information that will allow UVM to determine which UVM community members may have been exposed.
10. Provide written evaluations and documentation of performance as requested by UVM.
11. Communicate site policies and standards to UVM academic supervisor and to the student intern.
12. Assume liability for work-related injuries sustained by the intern, insofar as such is required by State Workers' Compensation statutes.
13. Maintain 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.
14. If the nature of the business requires professional licensure, maintain professional liability (malpractice) insurance or funded self-insurance in an amount not less than \$1,000,000 each

claim and annual aggregate, for claims arising out of the rendering or failure to render professional service.

15. If a student is required to drive an Internship Site owned or borrowed motor vehicle for purposes of this internship, the site will maintain automobile liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.
16. Upon request, a copy of the Certificate of Insurance verifying the above coverages will be submitted to the University.
17. Exceptions to these insurance requirements may be made on a case by case basis by contacting Amanda Chase, the Internship Coordinator at the UVM Career Center: amanda.chase@uvm.edu or 802-656-3450.
18. If this is a paid internship, the internship site will comply with all applicable employment laws, including, but not limited to, those relating to Occupational Health & Safety (OSHA), payroll withholding, and unemployment compensation.
19. If this internship includes in-person components, the internship site agrees to observe COVID-19 guidelines from the Centers for Disease Control (CDC), including the wearing of Personal Protective Equipment (PPE) and all other health and safety protocols required by local, state, or federal regulations.

IV. Terms of Internship Arrangement.

An internship arrangement for each student will be one academic semester, summer session, or a period agreed upon by the internship site and UVM. In the event that the internship site is dissatisfied with the performance of a student, termination of the internship arrangement can be requested by the internship site, by notifying the University academic supervisor in advance to discuss a mutually satisfactory resolution. 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. Conversely, 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.

V. Indemnification.

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.

VI. Duration of Agreement.

This agreement shall continue in effect for up to five years from its commencement.

Any questions regarding internship procedures, or this memorandum should be referred to: Career Center, the University of Vermont, Burlington, VT 05405. (802) 656-3450

[SIGNATURE PAGE TO FOLLOW]

Name of Internship Site

Internship Site Representative (Print Name)

Internship Site Representative (Signature)

Date

University of Vermont and State Agricultural College Authorized Signatories:

Jennifer Dickinson, UVM Vice Provost for Academic Affairs and Student Success

Pamela K. Gardner, UVM Career Center Director

University Authorized Signatory (Signature)

Date