

Internship Host Community Partner Memorandum of Understanding

This Internship Host Community Partner Memorandum of Understanding (“MOU”) is made and entered into between University of Memphis (“University”), a Tennessee public institution of higher education, and _____ (“Internship Host”), with respect to expectations and internship duties to be offered by Internship Host to University students (“Interns”).

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

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

Whereas, the parties agree that internships whereby Intern can obtain practical experience in Internship Host’s organization would benefit the University, the Intern and the Internship Host, all of which will ultimately provide improved services to the greater community;

NOW, therefore, the parties agree as follows:

A. Internship Host Responsibilities

1. Learning Opportunities. Internship Host will work with University to develop an internship experience that fulfills University established learning objectives. Internship Host will complete performance evaluation form(s) as requested by the University for the purposes of evaluating the successful attainment of learning objectives. The Internship Host agrees to comply with qualification standards for the student’s academic programs.
2. Collaboration. Internship Host 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 Host will promptly report to the University the unsatisfactory progress (including without limitation unexcused absences and termination) of any Intern.
3. Amenities. Internship Host will make available all required work stations, equipment, systems and supplies, including providing each Intern with sufficient orientation to the equipment and systems of Internship Host to enable the Intern to perform any tasks assigned.
4. Personnel. The Internship Host is responsible for intern selection and screening, including determining that the intern meets qualifications. The Internship Host agrees to notify the University of selection requirements including, but not limited to, criminal history investigations, drug testing, and health screenings. Internship Host will maintain at least its normal staffing levels while Interns are present at the Internship Host’s site. In no event will an Intern be expected or allowed to perform services in lieu of staff employees.
5. Compliance. Internship Host acknowledges that it is responsible for compliance with applicable federal and state wage and hour standards, regulations, standards and guidelines as well as equal employment opportunity laws.

B. University Responsibilities

1. Qualification Standards. The University will inform Internship Host 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 "University Supervisor"). The University Supervisor will be responsible for the overall management of each Intern's educational experience while participating in the Program. The University Supervisor will initiate and establish a plan of periodic contact with the intern and the Site Supervisor.
3. Academic Credit. The University will determine the amount of academic credit that is awarded for the internship experience.
4. Attendance. The University will notify the Internship Host of any student whose eligibility for internship placement is revoked due to failure to adhere to University guidelines, policies or procedures including, but not limited to, the student's suspension or expulsion from the University.
5. Family Educational Right and Privacy Act. The University will obtain any necessary releases so that information may be exchanged between University and the Internship Host.

C. Miscellaneous

1. Financial Obligations. This MOU does not anticipate any present exchange of monies, guarantee specific funding or create any financial obligations from either party. University shall not be liable for any cost, loss, damages, liability, or expense, which may arise out of Student's performance of services at Internship Organization.
2. Liability. The parties agree to, release and hold harmless University, its board, employees, agents and successors from all claims, actions, causes of action, suits, judgments, and demands, of any individual or organization, arising out of this MOU except incidents caused based upon University's sole negligence or intentionally wrongful actions.
3. 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.
4. Fair Labor Standards Act. Internship Host agrees to comply with all applicable employment laws. Internship Host shall be solely responsible for determining whether Intern is an employee of Internship Host under the Fair Labor Standards Act, and whether the Intern is entitled to compensation by Internship Host.
5. Term and Termination. This MOU shall be effective for five (5) years. University and Internship Host may, upon giving thirty (30) days' written notice to all parties, terminate this MOU. The termination of this MOU will not affect students currently assigned as interns.
6. Entire Agreement. This document contains the entire agreement of the parties which shall not be amended except by a written agreement of the parties.

Agreed to by:

Internship Host: _____

University of Memphis

Signature: _____

Signature: _____

Printed Name: _____

Nick Pappas,
Executive Director of Procurement

Date: _____

Date: _____