

**MEMORANDUM OF UNDERSTANDING**  
**Missouri Western State University Credit Bearing Internship Program**

**THIS MEMORANDUM OR UNDERSTANDING (MOU)** is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Missouri Western State University, (hereinafter “MWSU” or “University”), and

\_\_\_\_\_ (hereinafter “Internship Organization”)

located at \_\_\_\_\_ (City, State & Zip). The purpose of this MOU is to identify the mutual responsibilities and expectations of the University and the Internship Organization, in connection with paid and unpaid internships for student interns in the \_\_\_\_\_ Program (“Internship Program”). The University and the Internship Organization shall be referred to as a “Party” or the “Parties” herein.

**RECITALS**

Missouri Western State University offers an Internship Program which consists of practicum experiences/courses in which student interns are given the opportunity for hands-on experiential learning through external organizations. As part of its Internship Program, the University contracts with businesses and with public and private non-profit agencies to provide to student interns short-term, one-time, paid or unpaid supervised work experiences, with specific learning goals and outcomes, in order to provide the students a connection between their classroom studies and the workplace. Internship Organization seeks to offer Missouri Western State University students the opportunity for experiential learning through a structured, supervised, and professional setting.

The purpose of this agreement is to make clear the roles and responsibilities of both parties, namely University and Internship Organization.

**1. JOINT RESPONSIBILITIES**

- A. The University and the Internship Organization enter into this affiliation for the purpose of educating and training MWSU student intern(s).
- B. Both the University and the Internship Organization agree that the education and training of the student intern will complement the services and educational activities of the Internship Organization. The student intern will be supervised by an Internship Organization staff member, and the University will designate a faculty and/or internship supervisor to oversee and evaluate student intern learning.
- C. The University Internship Coordinator and Internship Organization personnel shall consult periodically to review student intern progress and to review the educational internship program in general.

- D. Both the University and the Internship Organization will maintain confidentiality of all consumer, client, and business, as well as student intern records, at all times.
- E. As applicable, student interns shall comply with all immigration-related requirements under the law in connection with paid internships at Internship Organization and, if necessary, shall complete and submit any required documentation.
- F. The University is responsible for dismissal of a student intern for academic or disciplinary reasons, but the Internship Organization maintains the right to remove a student intern from an affiliation if the student does not comply with the rules, policies, procedures, or standards of the Internship Organization. Before the student intern's removal by the Internship Organization, the University Internship Coordinator must be notified prior to dismissal. Both the University and the Internship Organization will determine jointly if and when a student intern should be permitted to return to the Internship Organization and continue the internship experience.
- G. Notwithstanding any termination under this MOU, once a student intern has been accepted by the Internship Organization for its educational internship program, and so long as the student remains in good standing at the University and within the Internship Organization's performance standards, and the student intern's training has not otherwise ended, the student will be allowed to finish his/her internship at the Internship Organization.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The University will have control over all phases of the Internship Program, including student intern eligibility requirements, faculty supervisor appointments, academic credit, academic requirements, grading, and all other pertinent matters that are internal to the University. The University will provide evaluation materials to the Internship Organization and maintain the necessary records of participating students.
- B. The University will use its best efforts to see that student interns selected for participation in the Internship Program are prepared for effective participation in the program. The University will retain ultimate responsibility for the education of its student interns.
- C. The University shall advise student interns that their participation in the training experience does not entitle the student interns to employment with the Internship Organization that extends beyond their participation in the internship at the Internship Organization.
- D. The University will identify an Internship Coordinator (identified below) to provide current Internship Program guidelines to Internship Organization personnel, and assist in resolving any problems or difficulties associated with the internship placement. Any issues related to the internship experience should be directed to the Internship

Coordinator. In addition, the Internship Coordinator shall check-in with the Internship Organization and/or the Internship Organization Site Supervisor periodically throughout the semester to ensure that the student intern is attending and to obtain feedback on the student's performance.

**Designation of University Internship Coordinator:**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Tel \_\_\_\_\_  
 Email \_\_\_\_\_

- E. The University will assign students to the Internship Organization for their education and training in accordance with the University academic calendar and the agreement reached on the capacity of the Internship Organization to accommodate student interns within these timelines.
- F. All students participating in the Internship Program are encouraged to carry adequate and appropriate health, medical, and vehicular insurance.

**3. RESPONSIBILITIES OF THE INTERNSHIP ORGANIZATION**

- A. The Internship Organization agrees to complete an individual Internship Learning Agreement, as requested by the University, that outlines the duties and responsibilities of the individual student intern and internship to determine suitability for academic credit.
- B. The Internship Organization agrees to notify the University of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings, etc.
- C. The Internship Organization shall identify an Internship Organization Site Supervisor who will serve as the point of contact for the University and who shall also be responsible for ensuring the student intern received adequate training, direction, and oversight to ensure a safe, meaningful, and professional internship experience.
- D. The Internship Organization will employ qualified personnel to provide student interns with adequate orientation, training, supervision, and evaluation of their duties and responsibilities in a safe workspace.
- E. The Internship Organization agrees to notify the University of any changes in staffing or in its services that will affect a student's internship experience.
- F. The Internship Organization will maintain workers' compensation and general commercial liability insurance as required by the state in which the Internship Organization is located. The University strongly encourages students to carry adequate and appropriate health/medical and vehicle insurance as a participant in the Internship Program.

- G. The Internship Organization will provide the student intern and the University with written notifications of any requirements for the student to complete a background investigation, drug test, or physical examination prior to the start of the internship experience.
- H. The University does not discriminate on the basis of race, color, gender, national or ethnic origin, age, religion, disability, marital status, veteran status, sexual orientation, sexual identity, or pregnancy in educational programs and activities. As outlined in the Violence Against Women Act, the University prohibits the offenses of domestic violence, dating violence, sexual assault, and stalking. Should any allegation of misconduct involving the student intern arise during the course of the Internship regarding a violation of these laws or any other applicable University policy, Internship Organization shall immediately notify the University's Internship Coordinator in writing.
- I. The Internship Organization agrees to provide reasonable accommodations to an individual with a disability as identified by Americans with Disabilities Act.
- J. Grant reasonable access, upon prior request, to University and its representatives for the purpose of visiting the Internship Organization's premises.
- K. Complete an annual Program Evaluation form, which shall be provided by the University.
- L. The Internship Organization shall notify the University immediately of any situation or problem which threatens a student intern's successful completion of the educational internship program at the Internship Organization.
- L. The Internship Organization hereby agrees to indemnify, defend, and hold harmless, the University and its Board of Governors, officers, administrators, departments, agents, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the Internship Organization, its trustees, agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this MOU.
- M. The Internship Organization, at the beginning of the internship, determines the amount of compensation, if any, received by the student intern. The Internship Organization will inform the University if student interns will receive an hourly wage, stipend or will serve in a non-paid capacity.
  - 1. For paid internships, student interns participating in paid training experiences shall be considered W2 employees of the Internship Organization, entitled to all of the protections of the Internship Organization's other employees, and shall be covered

- under the Internship Organization's Workers' Compensation and Liability Insurance. The Internship Organization will compensate the student interns for time spent performing work for the Internship Organization at an hourly rate in compliance with applicable wage and hour laws. Payment of wages in cash is not acceptable. The Internship Organization shall indemnify and hold the University harmless from any tax liabilities related to Internship Organization's payment to paid student interns.
2. If the internship is unpaid, the Internship Organization acknowledges that unpaid internships in the public sector and for "non-profit" charitable organizations where the intern volunteers without expectation of compensation are generally permissible by the U.S. Department of Labor. Unpaid internships in "for-profit" private sector employers must comply with the following six criteria outlined in the Fair Labor Standards Act:
    - a. The internship, even though it includes actual operation of the employer's facilities, is similar to training that would be given in a vocational school.
    - b. The internship experience is for the benefit of the student intern.
    - c. The intern does not displace regular employees, but works under the close observation of a regular employee.
    - d. The employer provides the training and derives no immediate advantage from the activities of the intern. Occasionally, the operations may actually be impeded.
    - e. The intern is not necessarily entitled to a job at the conclusion of the internship.
    - f. The employer and the student intern understand that the student is not entitled to wages for the time in the internship.

#### **4. GENERAL PROVISIONS**

- A. University and Internship Organization may, upon giving ninety (90) days' written notice to all Parties, terminate this MOU. However, student interns participating in the internship arrangement at the time of termination will be allowed to complete the semester assignment unless the Parties mutually agree otherwise.
- B. The term of this MOU shall be for a one (1) year period, from \_\_\_\_\_, 2022 through \_\_\_\_\_, 2023, and shall automatically renew for additional one (1) year terms, unless either Party to this MOU notifies the other, in writing, of its intention not to renew this MOU at least ninety (90) days' prior to the expiration of the contract year term thereof.
- C. The University shall not be liable for any cost, loss, damages, liability, or expense, which may arise out of any student interns' performance of services at Internship Organization.

- D. The relationship between the Parties to this MOU to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- E. This MOU contains the entire understanding of Parties.
- F. This MOU may not be amended except by a written agreement of the Parties.
- G. No Party shall use any other Party's name or mark for any purpose, without obtaining the prior written consent of the other Party. No Party may assign this MOU or any right or obligation thereunder without the prior written consent of the other Party.
- H. Neither Party may assign this MOU without the other Party's prior written consent.
- I. The invalidity or unenforceability of any provision(s) of this MOU will not impair the validity and enforceability of the remaining provisions.
- J. This MOU is governed by the laws of the State of Missouri.

**The authorized signatures for the Missouri Western State University and the Internship Organization signify their acceptance of the terms of this MOU.**

**Missouri Western State University**

**Name of Internship Organization**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date