

Internship Memorandum of Understanding (MOU) Template

This Memorandum of Understanding (“MOU”) is between Loyola University New Orleans, a nonprofit institution of higher education organized as a non-stock corporation under federal charter (“Loyola University”), through its College of Arts and Sciences, _____ (“Internship Organization”), and)_____, a student currently enrolled within Loyola University (“Student”), (collectively, the “Parties”).

RECITALS

Loyola University College of Arts and Sciences offers internship courses in which students are given the opportunity for hands-on experiential learning through external organizations. Internship Organization seeks to offer Loyola University students the opportunity for experiential learning through a structured, supervised, and professional setting.

TERMS

Loyola University, Internship Organization, and Student agree as follows:

I. Course and Internship Description

- A. Student is currently enrolled in an academic program with the Loyola University College of Arts and Sciences and will be registering for the following course (the “Course”) at Loyola University College of Arts and Sciences:

Semester: _____

Course: _____

Course No: _____

Credits: _____

Required Hours of Outside-Classroom

Learning Per Week: _____

- B. Internship Organization will offer Student the following internship experience (the “Internship”) during the Semester for the purpose of providing student experiential learning consistent with the objectives of the Course:

Internship Description: _____

II. Student Responsibilities

- A. Provide and maintain personal health, personal liability, and auto insurance as and where indicated, and complete any required background screenings (e.g., fingerprinting if required) at his/her own expense prior to beginning an internship.

- B. Student agrees to report to the Internship Organization on days and at times as directed by the Internship Organization and to communicate in advance of a change regarding any variation to the agreed schedule
- C. Student agrees to work on projects as directed by staff of the Internship Organization.
- D. Student agrees to follow the administrative policies of the Internship Organization, including confidentiality policies, personnel practices, Health Insurance Portability and Accountability Act (HIPAA); safety policies; Internship Placement protocol; and business protocols.
- E. Student agrees to attend the Placement's employee orientation and/or any related training to facilitate this process, if provided.
- F. Student agrees to abide by the Loyola University Code of Student Conduct <<https://studentaffairs.loyno.edu/sites/default/files/2022-08/student-code-of-conduct-complete-2022-2023.pdf>> and any other Loyola University departmental or program policies relating to professional behavior.
- G. Student is responsible for his/her own personal transportation and living arrangements.
- H. Student acknowledges that successful completion of the Course, and grading, will be determined by Loyola University faculty and that Student must successfully complete the internship and all academic components of the Course as assigned by Loyola University faculty.

III. Internship Organization Responsibilities

- A. Internship Organization will host Student and provide a planned, supervised program of internship experience for Student.
- B. Internship Organization will maintain a safe, positive, and respectful learning environment for Student.
- C. Internship Organization will be solely responsible for the manner and means by which the work is performed and for maintaining a safe workplace environment for Student.
- D. Internship Organization will provide Student with ongoing guidance and feedback during the course of the internship.
- E. Internship Organization will abide by the terms of Loyola University's Internship Supervisor Handbook <<https://career.loyno.edu/internships/internship-supervisor-handbook>>.
- F. Internship Organization will maintain records and reports on Student's performance and provide written evaluations of Student's performance to Loyola University at the end of each semester and as otherwise requested by Loyola University.

G. Internship Organization designates the following staff member responsible for serving as a point of contact:

Internship Organization Supervisor Name: _____

Job Title: _____

Telephone Number: _____

Email Address: _____

IV. Loyola University Responsibilities

- A. Loyola University will be solely responsible for the educational and curricular components of the Student's academic program and of the Course.
- B. Loyola University will be solely responsible for, and have full discretion, in assessing and grading Student in the Course.
- C. Loyola University will award the Credits designated above for Student's successful completion of the Course.
- D. Loyola University designates that the following staff member responsible for serving as a point of contact:

Internship Organization Supervisor Name: _____

Job Title: _____

Telephone Number: _____

Email Address: _____

V. Relationship of the Parties

- A. Nothing in this MOU shall create an employment relationship, agency relationship, joint venture, or partnership agreement between Loyola University and Internship Organization.
- B. Loyola University and Internship Organization shall exchange no money, assess no costs, and charge no fees in connection with this MOU.
- C. Student is not an employee of Loyola University and not entitled to any benefits from Loyola University, including but not limited to Worker's Compensation, sick or vacation leave, or health insurance.
- D. Internship Organization agrees to comply with all applicable employment laws.
- E. Internship Organization shall be solely responsible for determining whether Student is an employee of Internship Organization under the Fair Labor Standards Act, and whether the Student is entitled to compensation by Internship Organization.

VI. Miscellaneous Provisions

- A. Loyola University and Internship Organization may, upon giving thirty (30) days' written notice to all Parties, terminate this MOU.
- B. Loyola University and Internship Organization agree to comply with all applicable non- discrimination laws and regulations, including, but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Older Americans Amendments of 1975, the Americans with Disabilities Act and all related regulations. The Parties will not discriminate against any person on the basis of race, sex, sexual orientation, gender identity, creed, national origin, age, disability, or any other basis protected by law. Nothing in this agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this agreement. In the event of conflict between State and Federal laws, Federal laws will govern.
- C. All Parties agree to comply with Loyola University's Policy on Sexual Misconduct and Loyola University's Protection of Minors Policy. Should any allegation of misconduct arise during the course of the Internship regarding a violation of these policies, or any other applicable Loyola University policy, Internship Organization shall immediately notify Loyola University's contact person in writing.
- D. Loyola 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. The Parties agree to release and hold harmless Loyola University, and its employees, from all claims, actions, causes of action, suits, judgments, and demands, of any individual or organization, except incidents caused based upon Loyola's sole negligence or intentionally wrongful actions. This MOU may not be amended except by a written agreement of the Parties.
- E. No party shall use any other party's name or mark for any purpose, without obtaining the prior written consent of the other party.
- F. No party may assign this MOU or any right or obligation there under without the prior written consent of the other parties.

Executed and Agreed to By:

Internship Organization

Signature / Date _____

Printed Name: _____

Title: _____

Loyola University¹

Signature / Date _____

Printed Name: _____

Title: _____

Student

Signature / Date _____

Printed Name: _____

¹ Please leave blank. To be signed *after* General Counsel has approved the MOU, not before.