

General Internship Agreement

This Agreement is between _____ (the "Site") and The President and Fellows of Middlebury College d/b/a "The Middlebury Institute of International Studies at Monterey" (hereinafter referred to as MIIS) regarding an internship ("Internship") program for MIIS students (the "Program"). The parties agree as follows:

1. Purpose: The Program includes an opportunity for the students to acquire practical experience in a professional setting prior to graduating from MIIS. The Site has suitable experiences, supervisors, and facilities available for the educational experience of the students. Therefore, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities for the Internship.

2. Internship Plan: In conjunction with this Agreement, MIIS, the students and the Site will develop an Internship Plan in the form of or substantially in the form of the sample included as Attachment A to this Agreement, setting forth the specifics of the Internship, including details such as duration of the Internship, students responsibilities, and Site responsibilities.

3. Coordination and Communication: MIIS and Site will coordinate and cooperate regarding the students's Internship. Each party will designate a liaison ("Liaison") for such communications. The Liaisons are the following persons:

Liaison For MIIS:

Name: _____

Department: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Liaison for Site

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Either party may change the designated Liaison or his or her contact information by notice in writing.

4. Orientation and Supervision: The Site will orient the students to the policies, rules and schedules of the Site. The Site will assign a direct supervisor who will be on-site or readily available by phone or other electronic means for consultation, supervision and direction for the students.

5. Professionalism: The Site will provide the students with adequate workspace and resources (e.g., office supplies, access to computer) needed to conduct Internship activities. Site will treat students as a professional.

6. Students Status; Compliance with Fair Labor Standards Act: While engaged in the Internship, the students shall retain the status of a student working towards the fulfillment of a degree requirement. Nevertheless, Site shall comply with the U.S. Fair Labor Standards Act and the guidance from the U.S. Department of Labor in “Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act” and/or any future or successor guidance.

7. Evaluation: MIIS will provide the Site with evaluation materials. The Site will provide periodic written evaluation of the students using these materials. In cooperation with the Site, MIIS will conduct the final evaluation of the students’ completion of the Internship and assign a grade to the students as applicable.

8. Removal of students: The Site may remove the students from placement for violating Site rules and regulations or for such actions as the Site views as detrimental to its operations. The Site will consult with MIIS before final action is taken.

9. Inspection: Site will permit, on reasonable notice and request, the inspection of Site facilities by agencies charged with responsibility for accreditation of MIIS.

10. Compliance With Laws, Nondiscrimination: Each party will each comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA). Each party certifies that it will not discriminate in the performance of this Agreement on the basis of any legally protected characteristic, including but not necessarily limited to race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, will not maintain facilities which are segregated on the basis of race, color, religion or national origin, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

11. Liability Provisions:

- a. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- b. Site maintains liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against the Site or such individuals.
- c. MIIS’s insurance does not cover students, nor may MIIS require students to obtain insurance.

12. General Provisions:

- a. Notices. Notices that are required to be given in writing under this Agreement shall be delivered (1) by first-class mail, postage prepaid; (2) in person with documentation of acceptance; (3) by overnight delivery with confirmation of delivery; (4) by facsimile followed by a mailing by first-class mail, postage prepaid; or (5) by email followed by a mailing by first-class mail, postage prepaid. Notices shall be addressed to the person at

the address set forth above or such other person and address a party subsequently specifies in writing to the other party. Notices will become effective on receipt.

b. Publicity; No Use of Names. Neither party may publicly disclose this Agreement or information with respect to activities contemplated herein without the prior written consent of the other party. Neither party may use the names, emblem, or logos of the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.

c. Assignment. Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.

d. Waiver. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

e. Invalid Provision. In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

f. Relationship between the Parties. Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.

g. Entire Agreement; Modifications. The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein. The Parties may modify this Agreement only by mutual written agreement.

h. Governing Law; Venue. This Agreement will be governed by the law of the State of California and venue for any dispute under this Agreement shall be in the state or federal courts serving Monterey County, California.

i. Counterparts. This Agreement may be executed in duplicate and each original shall be equally effective.

FOR MIIS

FOR SITE:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

**ATTACHMENT A
INTERNSHIP PLAN: SAMPLE**

I. Parties Involved:

<u>students:</u>	students Name	<u>Site:</u>	Site Name
	students ID#		Supervisor's Name
	Mailing Address		Mailing Address
	Phone Number		Phone Number
	Email Address		Email/Fax, if available

II. Duration:

Specify the starting date and final date of the internship with the organization/company

III. Hours:

Specify weekly work schedule on-site. (e.g. Mon: 2-5, Wed: 11-3).

IV. students Learning Goals:

Specify the professional and career development goals this internship will help student achieve and list them in priority of importance. Include general learning objectives (understanding of retail, banking, hotel industry, etc.), specific goals (observing merchandising techniques, strengthening interviewing skills, etc.).

V. students Responsibilities

Specify responsibilities to the organization to be completed during the internship. A manageable project or focus is most desirable (e.g. research and make recommendations for a fundraising campaign, write press releases and p.s.a.'s, etc.). These tasks should be clear and concise to avoid uncertainty during the course of the internship and at the time of the final evaluation. Responsibilities should assist student in achieving above-stated learning goals and should not be clerical in nature.

VI. Supervisor Responsibilities

- A. Training - Plan on a significant time commitment initially. Structure an orientation to both the organization and specific role to be assumed. Attendance at on-going staff meetings is desirable, if possible.
- B. Feedback - Regular feedback sessions should be formally arranged to facilitate consistent supervision, guidance, and constructive criticism on a weekly basis. These times should be specified and adhered to. Specify how feedback will be given on an on-going basis. A formal midterm conference date should be set and included in this contract.
- C. Final Evaluation - A final written evaluation from the supervisor of the student's performance is required. Specify due date (in syllabus).

VII. Credit

Specify credit hours to be awarded at the end of the term based on successful completion of the internship (final evaluation score) and all written assignments.

VIII. Signatures:

Please make sure all of the following sign the original document:

Student

Supervisor

Faculty Adviser

DO NOT SIGN AND SUBMIT THIS FORM--THIS IS ONLY AN OUTLINE