

Please complete the Table below, and then proceed to the signature page (page 4) to agree to the terms within this Agreement.

<b>Host Company Name</b>	
<b>Host Address</b>	
<b>Intern Host Representative</b>	
<b>Host Representative Contact Information</b>	
<b>Name of Student Intern</b>	
<b>Start Date</b>	
<b>Termination Date</b>	

This Internship Agreement (the "Agreement") has been entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Internship Host") and THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate, located at 4202 East Fowler Ave., Tampa, FL, 33620 (the "University").

WHEREAS, the University has established programming to give students experiential learning opportunities in various community organizations which complement their chosen disciplines, and

WHEREAS, Internship Host's organization operates \_\_\_\_\_ located in/at \_\_\_\_\_ ("Organization") and

WHEREAS, the parties agree that the development of an experiential learning internship (the "Program") whereby certain of the University's students (each, an "Intern") can obtain practical experience in Organization's setting would benefit the University, the Interns and Internship Host, all of which will ultimately provide improved services to the community.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

**1. THE PROGRAM**

The parties will design the Program to allow Interns to obtain practical experience in Organization's operations. During the Internship, the student will participate in the activities described in Exhibit "A" attached and incorporated.

**2. TERM; TERMINATION**

This Agreement will commence on the Effective Date and shall continue up to and including \_\_\_\_\_, (the "Term"). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the then current academic semester or term.

**3. INTERNSHIP HOST RESPONSIBILITIES**

3.1 Care of Clients/Customers. Internship Host will remain responsible at all times for client/customer care. Internship Host will 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) of any Intern.

3.2 Equipment. Internship Host will make available all required equipment, systems and supplies at the Organization, including providing each Intern with sufficient orientation to the equipment and systems at the Organization to enable the Intern to perform any tasks assigned.

3.3 Work Station. Internship Host will make available a suitable work station and supplies (computer access, phone, etc. as needed) at the Organization, to enable the Intern to perform tasks and responsibilities as assigned.

3.4 Staffing. Internship Host will maintain at least its normal staffing levels while Interns are present at an Organization. In no event will an Intern be expected or allowed to perform services in lieu of staff employees.

3.5 Internship Host's Standards. Internship Host will supply any of Internship Host's applicable standards, procedures and code of ethics to Intern, to allow the Intern to acquaint themselves with them.

#### **4. UNIVERSITY RESPONSIBILITIES**

4.1 Qualification of Interns. The University shall ensure, through qualified faculty and curriculum that each Intern is adequately prepared to benefit from his or her placement in the Program. An Intern's preparedness shall be measured by (i) academic performance indicating an ability to understand what the Intern will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Intern will observe and perform, and (iii) the Intern's disposition and conduct as appropriate for the setting. Prior to the commencement of their Internship, the University will also ensure that all Interns and faculty members involved in the Program become familiar with and are instructed that they must adhere to all applicable legal requirements as well as Internship Host's standards, procedures and code of ethics.

4.2 Program Coordinator. The University will appoint one (1) faculty member to serve as the educational coordinator for the Program (the "Coordinator"). The coordinator will be responsible for the overall management of each Intern's educational experience while participating in the Program.

4.3 Permits. The University shall maintain, at all times during the Term, accreditation as an educational institution. The University shall promptly notify Internship Host of any adverse change in its accreditation status.

#### **5. INTERN RESPONSIBILITIES**

At all times while participating in the Program at the Organization, all Interns shall adhere to Internship Host's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, and professional conduct; maintain good standing at the University, and maintain accurate, daily log sheets of all hours worked. Internship Host will familiarize Interns with Internship Host's standards, procedures and code of ethics.

#### **6. FERPA COMPLIANCE**

The parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents with regard to their respective obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and their officers, employees and agents from any liability, damages, claims actions, causes of actions, demands, judgments or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees or agents to abide by the Family Educational Rights and Privacy Act or its implementing regulations.

#### **7. INSURANCE**

7.1 Student Liability Insurance: Unless the University confirms that Host Site is a not for profit entity and the student is a volunteer as defined by Florida Statute 768.1355, the University shall advise all students that they must obtain and be ready to provide proof of professional liability and comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Millions Dollars (\$3,000,000) annual aggregate, either through a College purchased policy or an individual policy. A copy of the policy or certificate will be provided upon request.

7.2 Host General Liability Insurance: If the University confirms that the Host Site is a for profit entity, then the Internship Host shall provide a current and up-to-date certificate of General Liability Insurance to the Internship Director or Faculty Coordinator.

7.3 Personal Health Insurance and Emergency Care: It is the student's responsibility to pay for any personal healthcare or emergency care and the University will advise all students that they must have health insurance and they may be required to show proof of the insurance upon request.

7.4 University Liability Insurance: The University is an institution of the State of Florida, and its "self-insurance" limitations are provided by law. The University is provided with comprehensive general liability insurance with limits of coverage of \$200,000 per person, \$300,000 per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284 Part II.

7.5 Negligence. Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, interns, or employees to the full extent allowed by law.

#### **8. CONFIDENTIALITY**

8.1 Definition. Each party may be given access to the other party's confidential and proprietary information. "Confidential Information" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; and financial information, all of which it considers trade secret.

8.2 Duty to Protect. Each party will protect the other party's Confidential Information and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

8.3 Exclusions. Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "Recipient"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is required to be disclosed by court order or operation of law; or (e) is required to be disclosed under the provisions of Florida's public records laws. Before disclosing any Confidential Information under a court order or operation of law, the Recipient shall provide the other party (the "Injured Party") reasonable notice and the opportunity to object to or limit such disclosure. The Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this agreement. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be entitled to injunctive relief to enforce the terms of this Agreement.

8.4 HIPAA Compliance. Without limiting the foregoing, the University shall take no action which will prevent Internship Host from maintaining strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder ("HIPAA") if the Internship Host is a HIPAA "covered entity" or "hybrid entity." The University is neither a "covered entity" nor a "hybrid entity" for HIPAA purposes.

8.5 Client/Customer Records. The University acknowledges and agrees that all client or customer records of Internship Host shall be and remain the property of and in the custody of Internship Host. Upon termination of this Agreement, the University and its faculty and students shall neither retain nor have access to any client or customer records obtained under this Agreement.

8.6 Survival. The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

## **9. EMPLOYMENT PRACTICES**

9.1 Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. Internship Host will accept Interns into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, sexual orientation, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2 Termination of Interns. Internship Host shall have the right to terminate, at any time, with or without notice, the training of any Intern whose performance is unsatisfactory or whose characteristics and activities are detrimental to Internship Host's business or Internship Host's responsibility to provide quality health care. Termination of a student must be followed with a written communication to the Coordinator, including a statement of facts describing the Intern's unacceptable conduct that resulted in such termination.

9.3 No Guaranteed Offer. Internship Host does not guarantee an offer of employment to any Intern in connection with the Program.

9.4 No Compensation. The parties understand and agree that neither party, nor any Intern, will be entitled to compensation hereunder for its participation in the Program. No Intern will be considered an employee of either the University or Internship Host as a result of participation in the Program, and neither the University nor Internship Host will be responsible for Worker's Compensation coverage with respect to any Intern.

## **10. MISCELLANEOUS**

10.1 Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if nonperformance continues for more than thirty (30) days.

10.2 Headings, Counterparts. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3 Modification of Agreement. This Agreement shall not be modified or amended except by a written document executed by an authorized representative of each party.

10.4 Severability. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

10.5 Compliance with Laws. The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement. University is a public body corporate of the State of Florida and is subject to the Florida Public Records Law (Florida Statutes, Chapter 119).

10.6 Independent Contractor. The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the University and Internship Host. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Internship Host nor the University shall be under any obligation to any third party by reason of this Agreement or any term thereof.

10.7 Publicity. Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent.

10.8 Notices. All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

University

Internship Host Representative

ATTN: Cyndy Sanberg, Internship Director  
The University of South Florida  
4202 East Fowler Ave.,  
Tampa, Florida 33620

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Notices shall be deemed given upon receipt or refusal to accept delivery.

10.9 Conduct. At all times while present at an Organization, the University and its employees and students (including the Interns) will comply with all applicable Internship Host policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) employee code of conduct.

10.10 Non-Assignment. Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

10.11 Non-Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding regarding the same subject matter will not be binding except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Terms Agreed by:

\_\_\_\_\_  
Please Print Name of Duly Authorized  
Internship Host Representative

\_\_\_\_\_  
Signature of Duly Authorized Internship Host  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacqueline Reck, Ph.D.  
Associate Dean for Financial Management & Academic Affairs, Muma  
College of Business, University of South Florida

\_\_\_\_\_  
Date

