INTERNATIONAL INTERNSHIP PROGRAM AGREEMENT

This International Internship Program Agreement ("Agreement") is made and entered into by the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan [UM SCHOOL/COLLEGE/DEPARTMENT] ("University"), located in Ann Arbor, Michigan, the United States of America, and [INTERNSHIP SITE NAME] ("Organization"), located at [ADDRESS].

WHEREAS, the University and the Organization desire to cooperate to develop a program through which the Organization will provide certain eligible University students with internship opportunities in order to broaden the students’ global experiences in the field of [FIELD OF STUDY] ("Internship Program");

NOW, THEREFORE, the parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

A. The University will provide reasonable administrative support in advertising, promoting, recruiting, and coordinating student placements for the Internship Program.

B. The University will be responsible for determining the amount of academic credit to be earned by its students through the internship and will establish all academic requirements that its students must meet to earn the credit.

C. The University will be responsible for the final evaluation of the students’ internship performance. The University will provide the Organization with student learning objectives to enable the Organization to provide the University with information useful and/or necessary for such evaluation.

D. The University will designate a qualified person to whom all communication from the Organization may be sent.

E. The University will inform its students that:

1. Students will be required to fulfill the Organization’s internship recruitment requirements.

2. Students are responsible for complying with all visa/immigration requirements, laws, and regulations of the host country, including obtaining and maintaining any visas and/or permits needed for participation in the Internship Program. Neither the University nor the Organization will bear responsibility for students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the host country.
Students must keep the Organization informed of any changes in his/her visa status.

3. Each student will be required to comply with the University’s Internship Program policies as well as the laws of the host country and the Organization’s policies, procedures, rules, and regulations (including the Organization’s policies on confidentiality, security, and uniforms/dress code).

4. Travel and transportation (domestic and international) costs are not included as part of the Internship Program and are to be borne by each student.

5. Local costs, such as accommodations, meals, and other personal expenses in connection with the Internship Program will be the responsibility of each student. Neither the University nor the Organization will be responsible for such expenses unless otherwise set forth in this Agreement. The Organization will assist students in obtaining accommodations to the extent feasible.

II. DUTIES AND RESPONSIBILITIES OF THE ORGANIZATION

A. The Organization will provide the University with a list of eligibility criteria to be used by the Organization in selection of University students who apply to participate in the Internship Program.

B. The Organization will be guided by the objectives of the students’ learning in the provision of the Internship Program.

C. The Organization will designate a qualified person to whom all communication from the University may be sent.

D. The Organization will be responsible for determining the students’ Internship Program schedule.

E. The Organization agrees to provide suitable workspace and resources for the students to complete their internship assignment. The Organization will also provide the students with orientation to the Organization, training, and supervision.

F. The Organization will complete and return any required evaluations to the University according to any reasonable schedule agreed to by the University and the Organization.
III. **STUDENT/NON-EMPLOYEE STATUS**

The parties understand and agree that the primary purpose of the University students’ placement at the Organization for the Internship Program is for the students’ learning and each student is placed with the Organization to receive experience as a part of his or her academic curriculum; students will not be deemed to be employees of the Organization or the University and will receive no compensation from the Organization for their Internship Program activities. It is further understood that students will not at any time replace or substitute for any Organization employee, nor will students perform any of the duties normally performed by an employee of the Organization except such duties as are a part of their training and are performed by the students under the direct supervision of an Organization employee.

IV. **MUTUAL TERMS AND CONDITIONS**

A. The parties acknowledge and agree that the University is subject to—and many student records and other personally identifiable information regarding students (“Education Records”) are protected by—the U.S. Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations. The parties further acknowledge and agree that the University will comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such Education Records. The Organization agrees it will not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to the University.

B. Neither party will assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved of the party responsible for providing those resources.

C. The Organization will have the right to require a student to withdraw from the Internship Program at any time if the student’s work or behavior has clearly not met the requirements of the Organization. This right will not be exercised without the Organization’s prior consultation with the University.

D. The University will have the right to refuse to send a student to participate in, or require a student to withdraw from, the Internship Program at the Organization at any time if, in the University’s determination, the student’s health and/or safety becomes a concern or the country in which the Organization is located is placed on the United States Department of State Travel Alert list or Travel Warning list.

E. To the extent permitted by applicable law, the parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that the Organization may have, or of which the Organization is aware, relating to a University student placed at the Organization pursuant to this Agreement. The Organization also agrees to provide timely responses to any reasonable specific
requests for information that the University may make regarding a University student placed at the Organization pursuant to this Agreement.

F. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both Parties will abide by these principles in the administration of this Agreement, and neither Party will impose criteria for student participation in an Internship Program that would violate the principles of non-discrimination. In addition, the University does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.

G. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students (if the University) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party’s acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim.

H. The term of this Agreement will be effective upon the last signatory date below, commencing at the beginning of the __________________________ term, and will continue for five (5) years, unless terminated as set forth in this section. This Agreement may be terminated by either of the parties by written notice given to the other party at least six (6) months prior to the proposed date of termination. In the event of termination, the parties will cooperate and use their reasonable best efforts to permit any students complete their Internship Program already in progress.

I. Each party agrees it will not use the other party’s name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party’s name in the context of factual or descriptive statements regarding the subject matter of this Agreement.

J. Any and all notices required pursuant to this Agreement will be directed to:

Organization: ________________________________
___________________________
___________________________
Attn: ________________________________

Telephone: ________________________________
Fax: ________________________________
K. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, will be effective unless in writing and signed by both parties.

L. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and all prior discussions, agreements, and understandings between the parties, whether oral or in writing, regarding the subject matter hereof are hereby superseded by this Agreement.

This Agreement is completed in English and __________________, with both versions being equally authentic; in the case of any discrepancy between the two versions, the English version will prevail. This Agreement is hereby signed in two (2) copies in each language, with one (1) copy in each language remaining in the possession of each Party.

[INTERNERSHIP SITE NAME]  THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By: ________________________________  By: ________________________________
[Printed Name]  James Paul Holloway
[Title]  Arthur F. Thurnau Professor
                      Vice Provost for Global and Engaged Education

Dated: ________________________________  Dated: ________________________________

THE UNIVERSITY OF MICHIGAN  [UM SCHOOL/COLLEGE/DEPT]

By: ________________________________
[Printed Name]
[Title]

Dated: ________________________________