

STUDENT INTERNSHIP PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Parties effective as of this _____ day of _____, 20__.

WITNESSETH: that the Parties, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

I. PARTIES:

UNIVERSITY:

_____,
HEREINAFTER REFERRED TO AS
“UNIVERSITY”

CONTACT NAME: _____

DEPARTMENT: _____

TELE: _____

FAX: _____

EMAIL: _____

PROVIDER:

FULL LEGAL NAME OF PROVIDER: _____

TYPE OF BUSINESS: _____

STATE OF BUSINESS REGISTRATION: _____

BUSINESS ADDRESS: _____

CITY, STATE,

ZIP: _____

FEIN or TAX ID#: _____

CONTACT NAME: _____

DEPARTMENT: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

PLACE WHERE THE INTERNSHIP WILL BE PERFORMED:

CONTRACT END DATE: _____

II. TERMS AND CONDITIONS

1. **Definitions.** The following definitions apply.

- a. “Internship” means a program of study as part of University course or degree requirements, conducted in cooperation with the Provider, whereby Students receive supervised experience and instruction in a professional setting for the primary benefit of the student.

- b. "Site Supervisor" means that person employed or retained by the Provider as responsible for the development and administration of the Internship affiliation with the University.
- c. "Intern" means a person enrolled in the University who is to perform the Internship.
- d. "University Supervisor" means the person employed or retained by the University who is responsible for the development and administration of this Internship affiliation with the Provider.

2. Purpose.

- a. The University is a major research, Land Grant University offering many programs in research, teaching, public service, and extension.
- b. As part of the University's educational requirements or as required for the award of a degree in particular areas of study, Students complete supervised experiences, such as this Internship.
- c. The Provider has facilities and professional staff appropriate for this Internship.
- d. By entering into this Agreement, the parties hereto do not intend that any of the University's staff or any Intern is to be an employee of the University for any purpose. The University's staff and Interns shall not act as the Provider's agents or representatives in any capacity, and shall not make any commitments on behalf of the Provider. The Parties hereto are not partners, agents nor principals of one another.

3. **Term.** The term of this Agreement shall be from the date written above to the Contract End Date set forth hereinabove, and may be extended in writing by mutual consent of the parties. Provided, however, that Interns shall be permitted to complete all Internships that began prior to the Contract End Date, and with respect to such Internships, all terms and conditions of this Agreement shall apply until the last such Internship is completed.

4. The Provider's Obligations.

- a. The Provider shall have sole authority and control over all aspects of client services, including those activities wherein Interns may be exposed to or interrelate with clients.
- b. Provider is responsible for any payment requirements, to the extent they are required, in accordance with the Fair Labor Standards Act.
- c. The Provider shall, in consultation with appropriate University faculty and the University Supervisor, designate those clients to whom Interns may be exposed for their Internship. The Provider shall determine the dates of Intern assignments for specific duties related to the Internship.

- d. The Provider hereby agrees to orient Interns to the Provider's applicable policies and procedures.
- e. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern whose performance is determined to be detrimental to the Provider's clients, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory. Provider shall provide notice of discontinuation of Interns participation to University Supervisor.
- f. Provider shall comply with the parties' agreed statement of student and Provider responsibilities setting forth the academic and professional experience requirements of the Internship in the format set forth in "Exhibit A."
- g. The Provider shall contribute in the evaluation of Interns as may be requested by the University Supervisor. Provider shall allow University access to Provider's site for evaluation of site and academic evaluation of Intern.

5. The University's Obligations.

- a. The University shall be responsible for academic administration, curriculum content and programming, student recruitment, admission, promotion and graduation, maintenance of all Intern academic records and reports, and final determination of all grades to be awarded to Interns for Internship participation.
- b. The University shall ensure that all Interns have completed all applicable prerequisite courses and any other requirements necessary prior to Internship placement.
- c. The University shall ensure that Intern and Provider participate in a completed statement of student and Provider responsibilities setting forth the academic and professional experience requirements of the Internship as set forth in "Exhibit A."
- d. The University will inform Interns of the Interns' responsibility to provide any transportation, meals, and lodging related to the Internship. Students shall serve without compensation by the University.

6. Liability and Insurance; Governmental Immunity.

- a. The University, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL Chs. 3-21 and 3-22 as well as participation in the Public Entity Liability Pool agreement. The parties agree that such insurance shall satisfy all insurance requirements as to the University for this Agreement except as otherwise specified herein.

- b. Provider agrees, at all times during the term of this Agreement, at its sole cost and expense, to maintain in force insurance coverage of the types and with the limits as follows:
1. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota State University employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a State employee as a result of the services provided pursuant to this Agreement.
 2. Professional Liability Insurance or miscellaneous Professional Liability Insurance with a limit not less than \$1,000,000. Malpractice Insurance with a limit not less than \$5,000,000.
 3. Business automobile liability insurance or equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 4. Maintain worker's compensation and employer's liability insurance as required by South Dakota law.
- c. The University shall advise Interns that they may be required by Provider to carry professional liability and medical insurance covering Interns for all activities, acts, and omissions that may occur related to this Internship, as required by the Provider. The University may coordinate select professional liability insurance at the level and rates the University discretionarily arranges for Interns enrolled for academic credit with the University. The University shall advise Interns that proof of such insurance may be required prior to the Intern beginning the Internship and may assist Interns in obtaining such insurance.

7. **Termination.** This Agreement may be terminated as follows:

- a. **For Convenience.** Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party of its intention to terminate, provided that Interns shall be permitted to complete Internships that began prior to the termination notice.
- b. **For Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent

the early termination of any ongoing Internship as a result of the termination of this Agreement under this section.

8. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Third Judicial Circuit, Brookings County, South Dakota.
9. **FERPA:** The parties shall also maintain the confidentiality of student records in accord with the Family Educational Rights and Privacy Act and agree to the provisions found in FERPA Attachment, which is attached hereto as "Exhibit B," are hereby incorporated in this contract and made a part thereof.
10. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
11. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
12. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
14. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
15. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
16. **Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to University:

Fax: _____

Attn: _____

College of _____

Tel: _____

If to Provider:

Tel: _____
Fax: _____

16. **Exhibits.** If checked, the following exhibits are attached and hereby made a part of this Agreement:

- ☐ **Exhibit A:** _____
☐ **Exhibit B:** _____
☐ **Exhibit C:** _____

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IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year written first above.

PROVIDER:

UNIVERSITY:

Full Legal Name of Contracting Entity

By: _____

Title: _____

Signature of Authorized Officer

Approved as to Form (as required):

By: _____

**Print Name & Title of
Authorized Officer**

University Academic Department:

By: _____

Title: _____ + _____

CORPORATIONS:
**(A corporate seal or attestation is
required.)**

University Supervising Faculty:

By: _____

Attest (Seal)
By _____
**(Corporate Secretary or
Equivalent)**

Notes on Use: This form may be used for Internship and practicum agreements which **do not require the disbursement of funds** by or on behalf of the State of _____. Variations from this standard form must be reviewed by the University Counsel prior to final execution of the agreement.

Exhibit A
South Dakota State University
FERPA Attachment

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") provided by South Dakota State University ("University"). It may also include information provided by University's students to the Contractor.

PROVIDER acknowledges that the Agreement allows the PROVIDER access to Student Information. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives Student Information from the University may use the information only for the purpose(s) for which the disclosure was made.

PROVIDER agrees to hold Student Information in strict confidence. PROVIDER shall not use or disclose Student Information received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. PROVIDER agrees not to use Student Information for any purpose other than the purpose for which the disclosure was made.

Upon termination, cancellation, expiration or conclusion of the Agreement, PROVIDER shall return all Student Information to the University or, if return is not feasible, destroy all Student Information. If the PROVIDER destroys the information, PROVIDER shall provide University with a writing confirming the date of destruction of the data.

If University reasonably determines in good faith that PROVIDER has materially breached any of its obligations under this Attachment, University, in its sole discretion, shall have the right to require PROVIDER to submit to a plan of monitoring and reporting; provide PROVIDER with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to PROVIDER describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the PROVIDER improperly disclosed personally identifiable information obtained from University's education records, University may not allow the PROVIDER access to education records for at least five years.

PROVIDER shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by PROVIDER.

PROVIDER shall, within one day of discovery, report to University any use or disclosure of Student Information not authorized by this Agreement or in writing by University. PROVIDER's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what PROVIDER has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by University.

PROVIDER shall defend and hold University, the South Dakota Board of Regents, employees and agents harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of PROVIDER's failure to meet any of its obligations under this Attachment.

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