

AGREEMENT FOR STUDENT INTERNSHIPS BETWEEN ROWAN UNIVERSITY

AND

THIS STUDENT INTERNSHIP AGREEMENT (this “Agreement”) is made and entered into as of _____, by and between **Rowan University**, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as “University”) and _____ (hereinafter referred to as “Facility”).

The University offers instruction in selected disciplines. As part of each program, University seeks relevant, supervised experiences in both clinical and non-clinical practice settings. The purpose of this Agreement is to identify the mutual responsibilities and expectations of the University and the Facility, in connection with paid or unpaid internships for students in University’s [NAME OF PROGRAM] (hereinafter referred to as the “Program”). The University and the Facility shall be referred to as a “Party” or collectively as the “Parties” herein.

WHEREAS, the University maintains educational programs and is seeking training opportunities for its student interns at the Facility; and

WHEREAS, the Facility provides quality experiential training opportunities for student interns; and

WHEREAS, Student interns will receive University academic credit for their educational internship at the Facility; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be legally bound hereby, it is agreed by both Parties as follows:

A. RESPONSIBILITIES OF THE UNIVERSITY

1. The University shall provide the basic academic preparation of the student interns through classroom instruction and laboratory practice and will assign to the Facility only those student interns who possess a satisfactory record of completing prerequisite portion of the curriculum and who have met the minimum requirements established by Facility for the Program.
2. The University will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the educational internship program at the Facility, including evaluation and grading of student interns.
3. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (*N.J.S.A. 59:1-1 et seq.*), the New Jersey Contractual Liability Act (*N.J.S.A. 59:13-1 et seq.*), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.
4. If required, the University will provide its student interns participating in unpaid internships with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Coverage will extend to activities performed under this Agreement. Evidence of insurance will be provided upon request.

C. RESPONSIBILITIES OF THE FACILITY

1. If the student interns will be participating in paid training experiences, they shall be considered W2 employees of the Facility, entitled to all of the protections of the Facility's other employees, and shall be covered under the Facility's Workers' Compensation and Liability Insurance.
2. Each Party agrees that the student interns will be participating in a learning situation and that the primary purpose of the placement is for the student interns' learning. It is further understood that the student interns shall perform duties as part of their training under the direct supervision of the Facility.
3. The Facility will inform the University and student interns in advance of any eligibility requirements for participation in the internship, including medical screening and/or criminal background requirements.
4. The Facility will notify the University immediately of any situation or problem which threatens a student intern's successful completion of the educational internship program at the Facility.
5. When required for accreditation and/or upon the University's request, the Facility will provide the University with its internship training program information, reports or other data.
6. The Facility shall maintain the confidentiality of all student intern records produced by it or furnished to it by the University, and will not disclose information except as the University may request for its own use or as the student intern may direct or as required by law.
7. The Facility shall indemnify and hold harmless the University, including, without limitation, the University's agents, directors, officers, and employees from and against all claims, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to injury to or death of any person or damage to real or personal property in connection with (i) any breach by Facility of any provision hereof, or (ii) an act of negligence by Facility.
8. **The Facility will maintain insurance coverage as outlined below:**
 - (a) The Facility shall carry professional liability insurance covering its professionals with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year.
 - (b) The Facility shall also carry Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, personal and advertising injury, products and completed operations, and contractual liability with minimum limits of \$1,000,000 each occurrence/\$3,000,000 general aggregate; and
 - (c) The Facility shall also carry Workers' Compensation Insurance in statutory amounts applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the Facility and its employees.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. Both of the Parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.
2. The Facility is in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment in, its programs and activities.

3. The University in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this Agreement, Facility certifies that it does not discriminate on these grounds either.
4. The term of this Agreement shall be for a one (1) year period, from _____, through _____, and shall automatically renew for additional one (1) year terms, unless either Party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement.
5. This Agreement may be terminated by either Party giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination.
6. Notwithstanding any termination under this Agreement, once a student has been accepted by the Facility for the Program, and as long as the student remains in good standing at the University and within the Facility's performance standards, and the student's training has not otherwise ended, the student shall be permitted to complete the internship at the Facility.
7. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

ROWAN UNIVERSITY

By: _____
 Name
 Title

By: _____
 Anthony Lowman, Ph.D.
 Provost & Senior VP for Academic Affairs

Date: _____

Date: _____