**INTERNSHIP/PRACTICUM AGREEMENT**

Western Oregon University

This Agreement is entered into by and between Western Oregon University (“University”), an Oregon public university, and (Name of agency or “Experience Provider”) located at (address). The University and the Experience Provider are each a “Party” to this Agreement and are collectively referred to as the “Parties.” This Agreement is effective when executed by the Parties.

1.0 Purpose

In order to facilitate internship or practicum opportunities and education experiences for University students, this Agreement is intended to govern the relationship between the Parties with respect to student-interns or practicum students from the University.

2.0 General Considerations

2.1 An internship or practicum is a cooperative student program between the Parties. The Experience Provider will provide supervision, facilities, and instruction that will help University students (“Intern” or “Practicum Student”) acquire skills and knowledge related to their chosen field of study or occupation.

2.2 This Agreement is effective when executed by the Parties and may be terminated by either Party with ninety (90) days’ written notice by one Party to the other Party. The Parties may mutually agree to terminate the Agreement at any time.

2.3 The Parties will each provide a contact person (“Experience Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses will be the initial Experience Coordinators for the Parties. Others may be designated in writing by the Parties at any time.

Experience Provider University

Name: Name: Western Oregon University

Address: Address: 345 Monmouth Avenue, N

City, State: City, State: Monmouth OR 97361

Telephone: Telephone: 503 838 8000

Email

2.4 The Parties agree to indemnify each other from any claims or liability, including reasonable attorney fees, due to their respective negligent or willful acts or omissions arising from the performance of this Agreement. Each Party further agrees to have in effect insurance coverage—whether it be general liability, professional liability, or medical malpractice—to adequately underwrite this indemnification obligation. Either Party may request a certificate of insurance from the other Party, including a statement that the other Party is an additional insured, to be produced within ten (10) days of the Party’s request.

2.5 Neither Party will be responsible or held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the other Party’s actions, inactions, negligence, or willfulness. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both the University and Experience Provider, the obligation of each Party to indemnify the other hereunder will be limited to the extent of the indemnifying Party’s respective fault.

2.6 The University acknowledges that all original creative work of any Intern or Practicum Student performed as a part of an internship or practicum will be considered a “work made for hire” and that copyright or other intellectual property rights in any such original creative work will be owned entirely by the Experience Provider.

2.7 Students who are existing employees of the Experience Provider will not receive internship or practicum placements with the Experience Provider.

2.8 The Parties acknowledge and agree that it will be the intern or practicum student’s responsibility to: (i) comply with the Experience Provider’s policies and procedures and (ii) report any serious problems related to the Experience Provider, including safety, personnel, sexual harassment, or prohibited discrimination, to the Experience Coordinators of both the University and Experience Provider.

2.9 This Agreement is governed by the laws of the State of Oregon.

3.0 University Responsibilities

The University will:

3.1 Provide course information and objectives and ensure that each participating Intern or Practicum Student meets academic and other qualification that are consistent with the objectives and requirements of University’s program.

3.2 Make reasonable efforts to ensure that each Intern or Practicum Student is aware of their responsibility to abide by the terms of this Agreement, including but not limited to Section 2.8, as incorporated into the Agreement between the University and the student. Each Intern or Practicum Student will enter into a separate agreement with the University (“Student Internship Agreement”) identical to the agreement attached to this Agreement at Exhibit A.

3.3 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision.

3.4 Ensure that for each Experience, the University’s Experience Coordinator: (i) maintains ongoing contacts with the Intern or Practicum Student and the Experience Provider; (ii) discusses the specific expectations of the internship or practicum with the Intern or Practicum Student and the Experience Provider; (iii) monitors the Intern or Practicum Student’s progress with the Intern or Practicum Student and the Experience Provider; and (iv) advises the Intern or Practicum Student regarding the program or programs of student related to the Experience.

4.0 Experience Provider’s Responsibilities

The Experience Provider will:

4.1 Provide planned and supervised opportunities for each Intern or Practicum Student to perform tasks to acquire and practice various skills based on objectives compatible with those of the relative University program or department.

4.2 Orient the Intern or Practicum Student to the Experience Provider’s rules, policies, procedures, methods, and operations.

4.3 Evaluate the Intern or Practicum Student’s performance and notify the University’s Experience Coordinator of any cause of dissatisfaction with or any known misconduct on the part of the Intern or Practicum Student.

4.4 Comply with all federal, state, local and municipal laws, ordinances, and codes applicable to the Experience Provider, including but not limited to statutes covering sexual harassment and discrimination, worker’s compensation coverage, as applicable, and/or other site benefits available to the Intern or Practicum Student, as applicable.

4.5 If applicable, pay the Intern or Practicum Student the agreed-upon rate of compensation for the term of the Experience and fulfill all legal requirements related to the Experience Provider’s independent contractor/employment relationship with the Intern or Practicum Student.

4.6 Accept primary responsibility for the supervision and control of the Intern or Practicum Student at the Experience site.

5.0 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement.

IT IS SO AGREED:

Experience Provider University

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_