MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Bemidji State University, Bemidji, Minnesota (“the College/University”) and [Internship Site/Facility], _____________________________________
Address: __________________________________ City: ______________ State: ________
(“the Internship Site”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the University and to identify the responsibilities of the University and the Internship site.

A. THE PARTIES UNDERSTAND THAT:
   1. The University has an Internship Program (the “Program”) for qualified students enrolled in the Bemidji State University; and
   2. The University has been given authority to enter into Agreements regarding academic programs; and
   3. The Internship site has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
   4. It is in the general interest of the Internship site to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
   5. The University and the Internship site want to cooperate to furnish a training experience at the Internship site for students of the University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY
   1. The University agrees to:
      a. make arrangements with the Internship site for a training experience at the Internship site that will support the student’s occupational goals and meet any applicable Program requirements.
      b. make periodic visits to the Internship site’s training site to observe the student or receive periodic reports from the Internship Site and/or the student, and discuss the student’s performance and progress with the student and any site supervisor at the Internship site, as needed.
      c. discuss with the Internship site any problems or concerns arising from the student’s participation.
      d. notify the Internship site in the event the student is no longer enrolled in the program at the University.
      e. keep any necessary attendance and progress records as set forth in the University attendance policy.
      f. assist in the evaluation of the student’s performance in the training experience.

   2. The Internship Site agrees to:
      a. cooperate with the University in providing a mutually agreeable training experience at the Internship site that supports the student’s educational and occupational goals.
b. consult with the University about any difficulties arising at the Internship site’s training site that may affect the student’s participation.

c. assist in the evaluation of the student’s performance and provide time for consultation with the University concerning the student, as needed.

d. sign the weekly work report to verify the student’s attendance.

C. LIABILITY
Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University’s liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

D. TERM OF AGREEMENT
This Agreement is in effect from Click here to enter a date. or when fully executed, and shall remain in effect until Click here to enter a date. (The maximum term must be equal to or less than five years, and recommended end date of Dec. 31st.) This Agreement may be terminated by giving at least seven (7) days’ advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

E. FINANCIAL CONSIDERATION
1. The University and the Internship site each agree to bear their own costs associated with this Agreement and that no payment is required by either University or the Internship site to the other party.

2. The Internship site is not required to reimburse the University faculty or students for any services rendered to the Internship site or its customers pursuant to this Agreement.

F. CHANGES OR ADDITIONS TO THE AGREEMENT
Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

G. ASSIGNMENT
Neither the College/University nor the Internship site shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

H. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
The Internship site agrees that in fulfilling the duties of this Agreement, the Internship site is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

I. MINNESOTA GOVERNMENT DATA PRACTICES ACT
The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or University policy, data on students is private and may not be shared with any other party. If the Internship site receives a request from a third party for any data provided to the Internship site by the University, the Internship site agrees to immediately notify the University. The University will give the Internship site instructions concerning the release of the data to the requesting party before the data is released and the Internship site agrees to follow those instructions.
J. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Internship site/facility.

K. **NON-DISCRIMINATION**

The Internship site/Facility recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Internship site agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Internship site and University.

<table>
<thead>
<tr>
<th>INTERNSHIP SITE / FACILITY</th>
<th>Minnesota State Colleges and Universities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BEMIDJI STATE UNIVERSITY</td>
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</tbody>
</table>

| Name: ___________________________ | Name: ___________________________ |
| Individual who initiated the agreement |

| Authorized Internship site/Facility Representative | Dean: ___________________________ |
| Title: ___________________________ | College of: ___________________________ |

| Signature: ___________________________ | Signature: ___________________________ |

| Date: ___________________________ | Date: ___________________________ |

**For Routing Instructions:**

1. Obtain Facility authorized Representative signature
2. Obtain Dean of originating College signature
3. Once signatures from the Facility site and Dean are complete, please route original document to Career Services for recording and distribution.

   Career Services
   Internship & Employment Coordinator
   1500 Birchmont Drive #18

4. Copies of document will be routed to:
   - [ ] Originating Department
   - [ ] Facility site
**Bemidji State University**

**Internship Agreement Form**

(Attachment A)

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**Student Intern**

Name: ____________________________  Student ID: ____________________________

Phone: ____________________________  Email: ____________________________

Student Major: ____________________________

Internship Coordinator: ____________________________  Phone: ____________________________

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**Internship Site**

Name of Employment Site: ____________________________

Address: ____________________________  City: ____________________________  State: _____

Student Intern Title: ____________________________

Supervisor Name: ____________________________  Supervisor Title: ____________________________

Phone: ____________________________  Email: ____________________________

Average number of hours to be worked by the Student each week: ____________________________

Begin Date: _______  End Date: _______  Select: ☐ Unpaid  ☐ Paid Compensation: $_____/hour

*For unpaid internships please refer to the Fair Labor Standards Act

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**Internship Job Description & Learning Objectives:**

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**Evaluation Procedures:**

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*You must register for internship credit

□ Non-Credit  □ Credit ______ # of credits*

*You must register for internship credit

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Bemidji State Universities Internship Agreement
Revised 5/2014

*Continues on next page*
STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility’s training site. The Student will promptly notify the Facility’s training site if unable to report. The Student’s placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility’s training site; and
6. Be present at the Facility’s training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University’s instructor/lab assistant.

The Student also understands and agrees that:

a. placement and participation in this training experience is not employment with the College/University or Facility;
b. the Student is not covered by the College/University worker’s compensation coverage; and
c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.
The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Agreement Signatures:

Student’s Signature: _____________________________________________ Date: __________

Internship Site Supervisor: ___________________________________________ Date: __________

Faculty Internship Coordinator: _________________________________ Date: __________

Career Services Staff received from: __________________________________ Date: __________

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator. This document is available in alternative formats to individuals with disabilities by calling 1-800-475-2001 or 218-755-3883.