

University of Oklahoma ENST 3800 "Environmental Internship"
Agency Memorandum of Understanding

This memorandum of Understanding (MOU) is entered into between The University of Oklahoma by and through the Environmental Studies Program of the Dodge family College of Arts and Sciences (University) and

_____ (hereinafter called Agency).

The University allows students holding an internship position to enroll in ENST 3800 "Environmental Internship" when their education and training would be enhanced by practical educational experiences and desires to use resources of the Agency for its students and the Agency has appropriate resources for such training and desires to make them available for educational purposes.

The parties mutually agree as follows:

1. Joint and General Provisions, Terms and Conditions:

A. This MOU shall be effective when fully executed by both parties. The internship shall begin on _____ and end on _____.

B. Either party may terminate this MOU by giving the other prior written notice of termination of not less than thirty (30) days, or at any time by mutual consent. .

C. The parties may modify this MOU by written agreement at any time.

D. The Agency and University shall cooperate in the selection of students in the practical education and training internship with the Agency. The parties shall periodically confer, as needed, about the internship during its term.

E. Prior to the beginning date identified in Paragraph 1(A), the Agency shall provide the University with a memorandum (Internship Position Description) describing the job and working arrangements including, among other things, the Agency's expectations, the internship student's responsibilities and any compensation or work-related benefits to the student.

F. Neither party shall discriminate against any person by reason of race, color, gender, age, religion, disability, veteran's status, sexual orientation or national or ethnic origin in connection with any aspect of its performance hereunder.

G. It is mutually agreed that there is no financial obligation on the part of either party to the other and Agency acceptance of a student for internship does not obligate it to compensate the University or vice versa.

H. Any agreement for financial compensation to the student is separate and apart from this MOU.

I. In order to transmit knowledge gained through the internship, a basic objective of any university, both parties, their students and employees, shall have the right to publish scholarly articles and papers arising out of the internship experience with the Agency; however, each party and their students and employees agree to submit such articles and papers to the other not less than sixty (60) days prior to publication for the purposes of identifying (with reason and in good faith) inaccurate, improper and/or proprietary information contained therein and obtaining written approval for publication

J. When circumstances warrant withdrawal or removal of a student from the internship, the parties will first confer to determine appropriate action deemed to be in the best interest of the student and the parties. Either party reserves the right to withdraw/remove a student from an internship for good cause, unrestrictedly including if the Agency is unable to meet the conditions of this MOU or the student violates any substantive policy, rule or regulation of the Agency duly communicated to the student.

K. Neither party shall use the other's name in any publications or advertising without the other's prior written approval.

L. Each party shall be responsible for its own negligent acts or omissions and those of its employees in accordance with prevailing law.

M. It shall be assumed that the student will provide his/her own medical, dental, hospitalization and liability insurance

N. It is mutually agreed that the Agency shall not be responsible for furnishing room and board to the student.

O. The Family Educational Rights and Privacy Act, 20 U.S.C.S. 1232g, shall govern access to student records.

P. This MOU shall be governed by Oklahoma law and any action concerning this MOU shall be brought in a court of competent jurisdiction in the State of Oklahoma.

Q. The parties agree that this MOU shall be binding upon their respective successors or transferees of any nature.

R. Nothing in this MOU shall be construed to make either party the legal agent or representative of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

S. Neither party shall assign this MOU, directly or indirectly, in whole or in part, without the express, prior written consent of the other.

2. University Responsibilities:

- A. The University will designate an internship liaison/instructor to work with the Agency to help in developing student assignments, training activities and student evaluations.
- B. At the Agency's request, the University may permit the internship liaison to participate as resource persons for Agency activities related to the internship on a limited and discretionary basis.
- C. The University is responsible for the education and academic evaluation of the student and for monitoring the student's learning experience.
- D. Since the services contemplated by the Agency relate to proprietary Agency information which is of considerable value to the Agency, the University and student agree to hold all internship related information, including without restriction, proprietary maps, letters, memoranda, information from the Agency's files, and all other materials, plans, and conversations specifically concerning the work comprising the services requested of the University and internship student under this MOU ("Confidential Information") strictly confidential while this MOU is in effect and for a period of twelve (12) months after the termination hereof. These confidentiality obligations shall not apply to any Confidential Information: which was in the public domain prior to disclosure or which subsequently comes into the public domain through no fault of recipient; information that recipient can demonstrate was already known or independently developed by recipient; information received in good faith by recipient from a third party; and information that is required to be disclosed by operation of law.
- E. The University shall require its students to agree to follow all reasonable Agency policies, rules, and regulations during the internship of which the student and University are given prior notice according to Paragraph 3(D), below.

3. Agency Responsibilities:

- A. The Agency will designate one or more Agency employees, with appropriate qualifications, to collaborate in developing student assignment and training activities and to instruct, evaluate and supervise the student in the performance of the internship. The Agency will be responsible for the direct supervision and control of the student's activities while at the Agency or where performed at its direction.
- B. The Agency will provide learning experiences mutually developed and/or agreed upon by the parties consistent with the memorandum of internship referred to in Paragraph 1(C), above, and agrees to arrange internship schedules which will not conflict with the published academic schedules of the University.
- C. The Agency will provide a orientation for the student to provide sufficient resources to enable the student to function effectively and meet the objectives of the internship. The Agency shall reimburse each internship student for all reasonable and necessary out-of-pocket expenses incurred at the direction of the agency.
- D. At the beginning of each internship, the Agency agrees to provide the University and each student placed with the Agency, all applicable Agency policies, rules and regulations which the student is expected to follow during the internship while with the Agency or engaged in Agency activities. This requirement includes, among other things, such policies and procedures as are in effect and reasonable necessary to protect confidential and/or proprietary information, if such data and information may be involved in the internship.
- E. When necessary or desirable, the Agency agrees to permit (i) inspection of its facilities by the University and by the University's accrediting agencies, upon reasonable request; and (ii) adequate time for the University's internship liaison to meet with the student during the internship.
- F. The Agency shall submit reports (end-term evaluations) to the University on each student's progress, weekly logged internship hours and performance during the internship on a mutually agreeable schedule. Notwithstanding the foregoing, if the Agency has any material concerns regarding a student's performance or if specific circumstances arise which lead the Agency to conclude that a student should be withdrawn from the internship before the end of its term, the Agency will confer immediately with the internship liaison to resolve such concerns.

***If applicable, attach any amendment documents to this MOU stating the section number, letter, and the requested revisions**

Internship Site Representative Name & Title

OU Representative Name & Title

Internship Site Representative Signature & Date

OU Representative Signature & Date