

# Master Cooperative Education/Internship Agreement

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

Contract No.: \_\_\_\_\_

This agreement is entered into this day of \_\_\_\_\_, 20\_\_\_\_ between Southern Virginia University, a Virginia non-profit corporation and educational institution with its principle campus located at Buena Vista, Virginia, (hereinafter referred to as "SVU") and \_\_\_\_\_, (hereinafter referred to as the "Experience Provider") located at \_\_\_\_\_.

## ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to articulate the arrangement by which SVU shall provide off-campus learning experiences for its students as interns with the assistance of the Experience Provider.

## ARTICLE II - DURATION OF AGREEMENT

This Agreement will be ongoing unless terminated by either party by giving at least one hundred twenty (120) days written notice to the other party.

## ARTICLE III - STUDENT EMPLOYMENT RELATIONSHIP

In the event the student receives monetary compensation from the Experience Provider, the student will be an employee of the Experience Provider for purposes of compliance with applicable state and federal laws. However, if the students work in the state of Virginia without receiving compensation from the Experience Provider, the students will be considered to be volunteer workers of SVU solely for purposes of receiving Virginia workers' compensation medical benefits.

## ARTICLE IV - GENERAL INDEMNIFICATION

- 4.1** SVU and the Experience Provider agree to hold each other harmless against any and all liability including reasonable attorney fees, for injury, loss, claims, or damages arising from the negligent operations, acts or omissions of their respective students, employees, agents or contractors during approved work or training programs.
- 4.2** In the event of a legal dispute both parties agree to first use mediation to attempt to settle the dispute before using other established remedies.
- 4.3** SVU represents that all SVU students participating in the cooperative education/internship program are covered by liability insurance. Said insurance is sufficient to underwrite the negligent acts or omissions of the student which might cause harm or damage to the Experience Provider, its personnel, agents, or third parties with whom the student deals. It is in the amount of \$1,000,000 per student per occurrence.
- 4.4** The Experience Provider and SVU represent that they have in effect applicable insurance coverage to adequately underwrite any indemnification obligations identified in this Master Cooperative Education/Internship Agreement.

## **ARTICLE V - GENERAL INDEMNIFICATION**

### **5.1 SVU Shall:**

- 5.1.1** Assume general responsibility for the pre-internship orientation, academic instruction, advisement and evaluation of the student.
- 5.1.2** Communicate and consult with the Experience Provider to facilitate the successful operation of the internship program.
- 5.1.3** Inform the student that he/she is subject to the general rules, policies, and procedures of the Experience Provider.
- 5.1.4** Respond in a timely manner via the SVU faculty advisor to any complaints concerning the student.
- 5.1.5** Approve, in consultation with the Experience Provider in determining and formulating work descriptions and job agreements for the student.
- 5.1.6** Cooperate with the Experience Provider in determining and formulating work descriptions and job agreements for the student.

### **5.2 The Experience Provider Shall:**

- 5.2.1** Accept a mutually approved student without discrimination because of race, color, sex, creed, national origin, religion, age or disability.
- 5.2.2** Accept the primary responsibility for supervision and control of the student at the worksite.
- 5.2.3** Designate a qualified supervisor who will also serve as liaison with the SVU faculty advisor and the student.
- 5.2.4** Provide a work description and orient the student to the Experience Provider's rules, policies and procedures.
- 5.2.5** Plan with the SVU faculty in selecting and implementing learning experiences for the student in order to fulfill the objectives of the field instruction, if any.
- 5.2.6** Take precautions to provide safety for the student including notification concerning any dangerous hazards to which he/she may become exposed.
- 5.2.7** Maintain the confidentiality of the student including notification concerning any dangerous conditions or hazards to which he/she may become exposed.
- 5.2.8** Assist SVU in the evaluation of the student's work and notify SVU of any significant problems concerning any student and the internship.

## **ARTICLE VI - STUDENT OBLIGATIONS**

### **6.1 The Student Shall:**

- 6.1.1** Comply with all Experience Provider policies and procedures.
- 6.1.2** Complete the cooperative education/internship during the dates specified unless released by the Experience Provider and SVU.
- 6.1.3** Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
- 6.1.4** Report serious problems including physical, safety or personnel to the Experience Provider supervisor and the SVU faculty advisor.
- 6.1.5** Accept no other employment during the cooperative education/internship unless agreed upon in writing by the Experience Provider and the applicable SVU department.
- 6.1.6** Adhere to the SVU Honor Code and Dress and Grooming Standards.
- 6.1.7** Provide evidence of health insurance if required by internship site.
- 6.1.8** Receive and read a copy of the Master Cooperative Education/Internship Agreement between SVU and the Experience Provider, and agree to abide by its terms by signing the Student Cooperative Education/Internship Agreement.

**ARTICLE VII - MISCELLANEOUS PROVISIONS**

- 7.1** Confidentiality. The parties to this Agreement expressly agree that they shall not reveal, nor use for their own profit without the other party's prior written consent, any confidential information divulged by any party to the other during the course of this Agreement.
- 7.2** Non-Fiduciary Relationship. The parties expressly disclaim any partnership, joint venture or fiduciary status or relationship between them.
- 7.3** Waiver. A waiver by any party of this Agreement, shall be valid only in the instance for which it is given, and not be a continuing waiver or a waiver of any other provision.
- 7.4** Amendments. This Agreement may be amended if such amendment is written and signed by both parties.
- 7.5** Entire Agreement. This Agreement constitutes the entire agreement of both the parties with respect to the subject matter of this Agreement.
- 7.6** Notices. Any notice required by this Agreement shall be properly given when sent by ordinary mail addressed to the party to whom directed at its below specified address.
- 7.7** The parties to this Agreement will comply with all applicable federal, state and local law.
- 7.8** This agreement shall be interpreted with the laws of the commonwealth of Virginia.

The Experience Provider's Address:

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Southern Virginia University  
One University Hill Drive  
Buena Vista, Virginia 24416

In Witness Whereof:

THE EXPERIENCE PROVIDER  
Administrator or Responsible Officer

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Printed name of site supervisor

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Signature of site supervisor

Date

SOUTHERN VIRGINIA UNIVERSITY  
Registrar

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Printed name of Registrar

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Signature of Registrar

Date



**SOUTHERN  
VIRGINIA  
UNIVERSITY**

**Office of the Registrar**  
One University Hill Drive, Buena Vista, VA 24416  
Phone: (540) 261-4343 · Fax: (540) 261-4245