

Internship and Practicum Agreement

This Agreement is entered into by and between Western Oregon University (“University”), an Oregon public university, and _____ (“Experience Provider”) located at _____. 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. Purpose

- 1.1. 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. 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:	_____	Janet Roberts
Street address:	_____	345 Monmouth Avenue, N
City, State, Zip:	_____	Monmouth, OR, 97361
Telephone:	_____	503-838-8446
Email:	_____	robertsjl@wou.edu

- 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. University Responsibilities

- 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 identical to the [Student and Internship / Practicum \("Experience"\) Agreement](#) in this document.
- 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. Experience Provider's Responsibilities

- 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. Entire Agreement

- 5.1. 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	_____	_____
Name	_____	_____
Date	_____	_____

Student and Internship / Practicum ("Experience") Agreement

Student Name: _____
Experience Start Date: _____ End Date: _____
Department and Course Number, if applicable _____
Term Enrolled: _____ Year: _____ Credit Hours: _____

Experience Site ("Experience Provider")

Provider Name: _____
Site Address: _____
Site Supervisor: _____
Phone: _____ Email: _____

University Experience Coordinator

Name: _____
Phone: _____
Email: _____

University Faculty Mentor/Advisor, if applicable:

Name: _____
Phone: _____
Email: _____

The Intern/Practicum Student agrees to the following:

- To be enrolled as an internship/practicum student with the University.
- Comply with all Experience Provider rules, policies, and procedures.
- Complete the Experience during the dates specified unless modified by the University and Experience Provider.
- Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
- Report serious problems, including but not limited to safety, personnel, sexual harassment, or prohibited discrimination to the Experience Provider and the University Experience Coordinator.

- Complete all University assignments and coursework, as applicable, as outlined by the relevant department and/or faculty member.
- Adhere to the University's Code of Student Responsibility and the Experience Provider's standards of professional and personal conduct, as applicable.
- Receive and read a copy of the Internship/Practicum Agreement between WOU and the Experience Provider. The Intern/Practicum Student acknowledges that the Intern/Practicum Agreement is incorporated by reference into this Agreement and the Intern/Practicum Student is bound by such terms and conditions therein which specifically apply to Interns or Practicum Students. The Intern/Practicum Student will consult with their personal physician regarding necessary immunizations and any other medical matters relating to the Intern/Practicum Student's participation in the Experience.
- Authorize the University's designated representative to grant permission for any necessary medical treatment for which the Intern/Practicum Student will be financially responsible if, during the Intern/Practicum Student's participation in the Experience, the Intern/Practicum Student becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from Intern/Practicum Student's family or emergency contact.
- Participation as an Intern or Practicum Student may involve risks not found in study at the University. These risks include but are not limited to: traveling to and returning from place of the Experience; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local medical and weather conditions. The Intern/Practicum Student represents that they have made their own investigation and are willing to assume the risks associated with these activities.
- Assume responsibility for all housing, transportation, study, and other arrangements in connection with the Experience and personally bear all associated costs. In addition, the Intern/Practicum Student bears any and all responsibility for financial liability and obligation which the Intern/Practicum Student may personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to the Intern/Practicum Student during the student's participation in the Experience. The Intern/Practicum Students understands that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the Experience. The Intern/Practicum Student understands and agrees that the University is not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss,

or theft of personal belongings, delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third party providers of goods or services.

- Abide by all applicable laws and understand that the Intern/Practicum Student assumes responsibility for any personal legal issues or problems encountered as an Intern/Practicum Student.
- Acknowledges and agrees that the University is acting as an Experience facilitator only and that the University will be neither responsible for, nor held liable, for any claims, losses, damages, injuries, adverse events or outcomes arising out of or caused by the Experience, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider’s actions, inactions, negligence or willfulness, even if the University has been advised of the possibility of such.
- Acknowledge and agree that all creative work performed as part of the Experience will be considered a “work made for hire”, and that all copyright and other intellectual property rights in any such original creative work produced by the Intern/Practicum Student will be owned entirely.

IT IS SO AGREED.

Intern/Practicum Student’s Signature

Date

University Experience Coordinator’s Signature

Date