

MEMORANDUM OF UNDERSTANDING
Coastal Carolina University Internship Program
P.O. Box 261954, Conway SC 29528

This agreement is between Coastal Carolina University (CCU), hereinafter, called UNIVERSITY, and _____ (Agency/Organization)
_____(City, State & Zip) hereinafter called AGENCY.

The purpose of this agreement is to make clear the roles and responsibilities of both parties, namely UNIVERSITY and AGENCY, in the sponsorship of a student Internship.

The term of this agreement will commence with the date of the final signature and end by mutual agreement of the parties. Both parties understand that this agreement may be modified or revised through written amendments, or by mutual consent.

The parties agree that this agreement is governed by the laws of the United States of America and the State of South Carolina. The parties consent to the jurisdiction of South Carolina exclusively.

1. JOINT RESPONSIBILITIES

- A. The UNIVERSITY and the AGENCY enter into this affiliation for the purpose of educating and training a Coastal Carolina Student Intern, hereinafter referred to as "student(s)".
- B. UNIVERSITY and AGENCY will comply with all Federal and State laws prohibiting discrimination.
- C. Both the UNIVERSITY and the AGENCY agree that the education and training of the student will complement the services and educational activities of the AGENCY. The student will be supervised by an AGENCY staff member, and the UNIVERSITY will designate a faculty supervisor to oversee and evaluate student learning.
- D. Both the UNIVERSITY and the AGENCY will maintain confidentiality of all consumer and student records at all times.
- E. The UNIVERSITY is responsible for dismissal of a student for academic or disciplinary reasons, but the AGENCY maintains the right to remove a student from an affiliation if the student does not comply with the rules, policies, procedures, or standards of the AGENCY. Before the student's removal by the AGENCY, the UNIVERSITY Internship Supervisor must be notified prior to dismissal. Both the UNIVERSITY and the AGENCY will determine jointly if and when a student should be permitted to return to the AGENCY and continue the internship experience.
- F. Both the UNIVERSITY and AGENCY warrant that they are attentive to the data regulations encompassed in EU Regulation 2016/679 (General Data Protection Regulation (GDPR)). Neither entity will distribute any student information to parties outside of this agreement without prior approval of the student, and both entities will provide the student with information relating to their data protection policies and procedures.

2. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will have control over all phases of the Student Internship program, including student eligibility requirements, faculty supervisor appointments, academic credit, grading, and all other pertinent matters that are internal to the UNIVERSITY. The UNIVERSITY will provide evaluation materials to the AGENCY and maintain the necessary records of participating students.
- B. The UNIVERSITY will employ an Internship Director to provide current Internship guidelines to AGENCY personnel, and assist in resolving any problems or difficulties associated with the internship placement.
- C. The UNIVERSITY will assign students to the AGENCY for their education and training in accordance with the UNIVERSITY academic calendar and the agreement reached on the capacity of the AGENCY to accommodate students within these timelines.
- D. The UNIVERSITY will provide General Tort Liability Insurance coverage for students who participate in work study, distributive education, apprentice or similar programs on the premises of private companies, but only during the course of their participation in such programs. The General Tort Liability Insurance policy covers the institution and student within the scope of duties-not the AGENCY. The UNIVERSITY will provide Worker's Compensation insurance for job-related injuries that are compensable according to the law; the UNIVERSITY does not make the determination, rather, the insurance provider for the UNIVERSITY determines the liability. The UNIVERSITY also provides a Student Accident Insurance Plan offering a \$10,000 maximum yearly benefit to all full-time Coastal students.

3. RESPONSIBILITIES OF THE AGENCY

- A. The AGENCY agrees to complete an Internship Job Description or Student Learning Contract that outlines the duties and responsibilities of the internship to determine suitability for academic credit.
- B. The AGENCY will employ qualified personnel to provide students with adequate orientation, training, supervision, and evaluation of their duties and responsibilities in a safe workspace.
- C. The AGENCY is solely responsible for the selection of the student intern/s.
- D. The AGENCY agrees to notify the UNIVERSITY of any changes in staffing or in its services that will affect a student’s internship experience.
- E. The AGENCY will provide the student and the UNIVERSITY with written notifications of any requirements for the student to complete a background investigation, drug test, or physical examination prior to the start of the internship experience.
- F. The UNIVERSITY does not discriminate on the basis of race, color, gender, national or ethnic origin, age, religion, disability, marital status, veteran status, sexual orientation, or pregnancy in educational programs and activities as required by Title IX. Protection from retaliation is also covered under Title IX. As outlined in the Violence Against Women Act, the UNIVERSITY prohibits the offenses of domestic violence, dating violence, sexual assault, and stalking. If a student makes a report to the AGENCY, believing he or she has experienced or witnessed discrimination including sexual harassment, domestic violence, dating violence, sexual assault or stalking, the AGENCY must report such incidents to the Title IX Coordinator (843-333-6229, titleix@coastal.edu, www.coastal.edu/titleix).
- G. The AGENCY agrees to provide reasonable accommodations to an individual with a disability as identified by Accessibility and Disability Services.
- H. The AGENCY is aware that unpaid internships in the public sector and for “non-profit” charitable organizations where the intern volunteers without expectation of compensation are generally permissible by the US Department of Labor. Unpaid internships in “for-profit” private sector employers must comply with the following six criteria outlined in the Fair Labor Standards Act:
 - o The internship, even though it includes actual operation of the employer’s facilities, is similar to training that would be given in a vocational school.
 - o The internship experience is for the benefit of the student.
 - o The intern does not displace regular employees, but works under the close observation of a regular employee.
 - o The employer provides the training and derives no immediate advantage from the activities of the intern. Occasionally, the operations may actually be impeded.
 - o The intern is not necessarily entitled to a job at the conclusion of the internship.
 - o The employer and the intern understand that the intern is not entitled to wages for the time in the internship.

Agency/Organization Name

CCU Faculty Internship Coordinator Signature

Agency/Organization Supervisor Signature

CCU Faculty Internship Coordinator (print)

Agency/Organization Supervisor Name (print)

Date

Date

CCU Internship Director Signature

CCU Vice President / Associate Provost Signature

ROBERT BULSZA

CCU Internship Director (print)

CCU Vice President / Associate Provost (print)

Date

Date