

# MEMORANDUM OF UNDERSTANDING

## BYU-Hawaii – Internships, Curricular Practical Trainings & Academic Trainings

This Memorandum of Understanding (MOU) is between Brigham Young University-Hawaii, a Utah nonprofit corporation and an educational institution located in Laie, Hawaii (“BYU-Hawaii”) and (the “Experience Provider”) located at

Phone # \_\_\_\_\_

1. **INSTITUTIONAL APPLICATION:** In order to facilitate internship opportunities, this MOU is intended to govern the relationship between the Experience Provider and BYU-Hawaii with respect to student interns (“Intern(s)”) from BYU-Hawaii involved in an internship arrangement with the Experience Provider.
2. **GENERAL CONSIDERATIONS:**
  - 2.1. An Internship or Curricular Practical Training (CPT) or Academic Training (AT) is a cooperative program between the educational institutions and approved Experience Providers. The Experience Providers provide supervision, facilities, and instruction which help Intern(s) acquire the skills and knowledge needed in their chosen field of study or occupation.
  - 2.2. This MOU is for the period commencing \_\_\_\_\_ **(Start date)** and terminating \_\_\_\_\_ **(End date)**.
  - 2.3. This MOU may be terminated by BYU-Hawaii or the Experience Provider for any reason by providing thirty (30) days advance written notice to the other. Individual student internships may be terminated at any time for good and sufficient cause, including the Intern’s failure to abide by the terms in section 4.5, below.
  - 2.4. BYU-Hawaii and the Experience Provider agree to defend, indemnify and hold each other, its officers, agents, employees and Intern(s) (in the case of BYU-Hawaii) harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceedings, that may be brought by third persons on account of personal injury, death, or damage to property, or for any fine, forfeiture or civil penalty arising from any act or omission by the other party, its officers, agents, or employees while performing operations under this MOU. Each party agrees to have in effect applicable insurance coverage to adequately underwrite this promise of indemnity.
  - 2.5. Intern(s) shall not be considered or deemed to be agents, employees, joint venturers or partners of BYU-Hawaii for the services rendered under this MOU.
  - 2.6. Both parties agree to reasonably assist the other in compliance with applicable laws and regulations (including immigration laws and regulations) associated with the internship arrangement contemplated by this MOU.
3. **THE EXPERIENCE PROVIDER AGREES TO:**
  - 3.1. Designate an individual who will serve as the liaison with BYU-Hawaii and the Intern(s).
  - 3.2. Involve the Intern(s) for the entire period of the internship as agreed unless this MOU or the internship is terminated. (See 2.3 above.)
  - 3.3. Give the Intern(s) the opportunity to perform a variety of tasks to acquire and practice various skills.
  - 3.4. Orient the Intern(s) to the Experience Provider’s rules, policies, procedures, methods, and operations.
  - 3.5. Evaluate the Intern’s performance and notify BYU-Hawaii’s Internship Coordinator or Internship Office immediately, preferably by phone, of any cause of dissatisfaction with or of misconduct on the part of the Intern.
  - 3.6. If the internship/CPT is a paid position, pay the Intern(s) the agreed upon rate of compensation for the term of the internship and provide Workers’ Compensation and/or other employment benefits to the Intern(s) to the extent required by law.
  - 3.7. Accept the primary responsibility for supervision and control of the Intern(s) at the internship site.
4. **BYU HAWAII AGREES TO:**
  - 4.1. Designate an Internship Coordinator for each internship.
  - 4.2. Ensure the Internship Coordinator contacts the Intern(s) and Experience Provider, discusses the Intern’s progress, and advises relative to the program of study.
  - 4.3. Ensure the Internship Coordinator strives to promote harmony and cooperation between the Experience Provider, the Intern(s), and BYU-Hawaii.
  - 4.4. Provide liability insurance for each of the Intern(s) to cover damage or harm caused by the gross negligence and/or willful acts of the Intern(s) in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, when this MOU is signed and returned to the BYU-Hawaii Vice President for Academics.
  - 4.5. Provide upon request, a separate Student Internship Agreement, signed by each Intern, by which the Intern agrees to (See sample):
    - 4.5.1. Comply with the Experience Provider’s policies and procedures.
    - 4.5.2. Comply with BYU-Hawaii’s dress and grooming standards and honor code.
    - 4.5.3. Enroll as an academic internship student and perform the duties indicated unless released by BYU-Hawaii and the Experience Provider.
    - 4.5.4. Report serious problems, including safety and personnel problems, to the Internship Coordinator of BYU-Hawaii and the Experience Provider.
    - 4.5.5. Maintain personal health insurance or student health insurance.
5. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

The Experience Provider

Brigham Young University-Hawaii

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrator or Responsible Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John D. Bell, Vice President for Academics