

STUDENT INTERNSHIP PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Parties effective as of this _____ day of _____, 20____.

WITNESSETH: that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

I. PARTIES:

UNIVERSITY:
The Lutheran University Association, Inc., d/b/a
Valparaiso University, HEREINAFTER
REFERRED TO AS "UNIVERSITY"

PROVIDER:
FULL LEGAL NAME OF PROVIDER: _____
TYPE OF BUSINESS: _____
STATE OF BUSINESS REGISTRATION: ____
BUSINESS ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
DEPARTMENT: _____
TELE: _____
FAX: _____
EMAIL: _____

PLACE WHERE THE INTERNSHIP WILL BE PERFORMED:

CONTRACT END DATE (Complete only if you will not be hosting additional student interns in the future): _____

II. TERMS AND CONDITIONS

1. **Definitions.** The following definitions apply.
 - a. "Internship" means a program of study as part of University course or degree requirements, conducted in cooperation with the Provider, whereby Students receive supervised experience and instruction in a professional setting.
 - b. "Site Supervisor" means that person employed or retained by the Provider as responsible for the development and administration of the Internship affiliation with the University.
 - c. "Intern" means a person enrolled in the University who is to perform the Internship.
 - d. "University Supervisor" means the person employed or retained by the University who is responsible for the development and administration of this Internship affiliation with the Provider.
2. **Purpose.**
 - a. As part of the University's educational requirements or as required for the award of a degree in particular areas of study, Students must complete supervised experience, such as this Internship.
 - b. The Provider has facilities and professional staff appropriate for this Internship.

- c. By entering into this Agreement, the parties hereto do not intend that any of the University's staff or any Intern is to be an employee of the Provider's for any purpose, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), or in any such case in which Provider pays Intern monetary compensation for services provided in the same type of manner Provider pays its employees. The Parties hereto are not partners, agents nor principals of one another.
3. **Term.** The term of this Agreement shall be from the date written above to the Contract End Date set forth hereinabove, and may be extended in writing by mutual consent of the parties. Provided, however, that Interns shall be permitted to complete all Internships that began prior to the Contract End Date, and with respect to such Internships, all terms and conditions of this Agreement shall apply until the last such Internship is completed.
4. **The Provider's Obligations.**
 - a. The Provider shall have sole authority and control over all aspects of client services, including those activities wherein Interns may be exposed to or interrelate with clients.
 - b. The Provider shall, in consultation with appropriate University faculty and the University Supervisor, designate those clients to whom Interns may be exposed for their Internship. The Provider shall determine the dates of Intern assignments for specific duties related to the Internship.
 - c. The Provider hereby agrees to orient Interns to the Provider's applicable policies and procedures.
 - d. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern whose performance is determined to be detrimental to the Provider's clients, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory.
 - e. The Provider shall contribute in the evaluation of Interns as may be requested by the University Supervisor.
5. **The University's Obligations.**
 - a. The University shall be responsible for academic administration, curriculum content and programming, Intern recruitment, admission, promotion and graduation, maintenance of all Intern records and reports, and final determination of all grades to be awarded to Interns for Internship participation.
 - b. The University shall ensure that all Interns have completed all applicable prerequisite courses and any other requirements necessary prior to Internship placement.
 - c. The University shall advise Interns that they may be required by Provider to carry professional liability insurance covering Interns for all activities, acts, and omissions that may occur related to this Internship, as required by the Provider. The University shall advise Interns that proof of such insurance may be required prior to the Intern beginning the Internship and may assist Interns in obtaining such insurance.
 - d. The University will inform Interns of the Interns' responsibility to provide any transportation, meals, and lodging related to the Internship.
6. **Termination.** This Agreement may be terminated as follows:
 - a. **For Convenience.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party of its intention to terminate, provided that Interns shall be permitted to complete Internships that began prior to the termination notice.
 - b. **For Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained

in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Internship as a result of the termination of this Agreement under this section.

7. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Indiana, and any legal action concerning the provisions hereof shall be brought in the County of Porter, State of Indiana.
8. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
9. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
10. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
12. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
13. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
14. **Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to University:

Attn: _____

College of _____

Tel: _____

Fax: _____

If to Provider:

Tel: _____

Fax: _____

16. **Exhibits.** If checked, the following exhibits are attached and hereby made a part of this Agreement:

Exhibit A: _____

Exhibit B: _____

Exhibit C: _____

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year written first above.

PROVIDER:

UNIVERSITY:

Full Legal Name of Contracting Entity

By: _____
Mark Schwehn

Social Security Number or FEIN

Title: _____
Provost and Executive Vice President
for Academic Affairs

Approved as to Form (as required):

Signature of Authorized Officer

By:

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate seal or attestation is required.)

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

Notes on Use: This form may be used for Internship and practicum agreements which **do not require the disbursement of funds** by or on behalf of the State of Indiana. Variations from this standard form must be reviewed by the Office of General Counsel prior to final execution of the agreement.