



MEMORANDUM OF UNDERSTANDING (Internships)

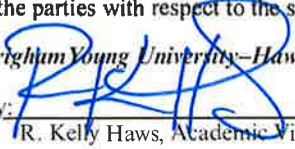
This Memorandum of Understanding ("MOU") is between Brigham Young University-Hawaii, a Utah nonprofit corporation and institution of higher education located in Laie, Hawaii ("BYU-Hawaii"), and _____ ("Experience Provider") located at _____ Phone # _____

1. **PURPOSE:** This MOU governs the relationship between the parties with respect to internship opportunities provided by Experience Provider to BYU-Hawaii student(s) ("Intern(s)"). An internship is a cooperative program (either paid or unpaid) between BYU-Hawaii and approved entities who provide supervision, facilities, and instruction to help Intern(s) acquire skills and knowledge related to their area of study.
2. **TERM:** The term of this MOU is for the period commencing _____ [START DATE] and ending _____ [END DATE]. This MOU may be earlier terminated by either party for any reason by providing thirty (30) days advance written notice to the other. Individual internships may be terminated at any time for good and sufficient cause and as permitted by law.
3. **RELATIONSHIP:** Neither Experience Provider nor Intern(s) shall be employees, joint venturers, or partners of BYU-Hawaii for the services rendered under this MOU.
4. **BYU-HAWAII RESPONSIBILITIES:** BYU-Hawaii agrees to:
 - 4.1. Designate an Internship Coordinator who monitors the experience of each Intern, discusses the progress of Intern(s), advises relative to the applicable program(s) of study, and strives to promote cooperation between Experience Provider, Intern(s), and BYU-Hawaii.
 - 4.2. Evaluate the effectiveness and appropriateness of the internships in achieving the stated goals and objectives.
 - 4.3. Provide to Experience Provider upon request, a signed Student Internship Agreement by which Intern agrees to:
 - 4.3.1. Comply with Experience Provider's policies and procedures;
 - 4.3.2. Comply with BYU-Hawaii's dress and grooming standards and honor code;
 - 4.3.3. Maintain appropriate health insurance coverage throughout the length of the internship opportunity; and
 - 4.3.4. Report serious problems, including health, safety, and welfare concerns, to the Internship Coordinator and Experience Provider.
 - 4.4. Provide liability insurance for each Intern to cover damage or harm caused by the gross negligence and/or willful acts of Intern in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
5. **EXPERIENCE PROVIDER RESPONSIBILITIES:** Experience Provider agrees to:
 - 5.1. Designate an individual who will serve as training supervisor for Intern(s) and liaison with BYU-Hawaii.
 - 5.2. Give Intern(s) the opportunity to perform a variety of tasks to acquire and practice various skills.
 - 5.3. Comply with any written agreement (e.g., an offer letter) with Intern(s) concerning the internship and its objectives.
 - 5.4. Notify BYU-Hawaii in advance of any material changes to Experience Provider's internship program, including changes in activity site, supervisor, content of program, or duration of program.
 - 5.5. Orient Intern(s) to Experience Provider's rules, policies, procedures, methods, and operations.
 - 5.6. Evaluate Intern's performance and notify BYU-Hawaii's Internship Coordinator immediately of any cause of dissatisfaction with; misconduct by; or health, safety, or welfare concerns regarding Intern.
 - 5.7. Provide Workers' Compensation and/or other employment-related benefits to Intern(s) to the extent required by law and/or contract.
 - 5.8. Accept the primary responsibility for supervision and control of Intern(s) at the internship site.
 - 5.9. Comply with laws and regulations related to employment or internship status, as applicable.
6. **INDEMNIFICATION:** Each party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other party, its officers, employees, volunteers, agents, and Intern(s) (in the case of BYU-Hawaii) ("Indemnified Parties") from and against any and all causes of action, liabilities, obligations, judgments, losses, damages (including punitive damages), claims, settlement payments, costs and expenses (including reasonable attorney's fees), interest, awards, judgments, diminution in value, fines, fees, penalties, or other charges relating to the Indemnifying Party's performance of its obligations under this MOU or the operations conducted by the Indemnifying Party under this MOU. Each party agrees to have in effect applicable insurance coverage (including commercial general liability) to adequately underwrite this indemnity obligation.
7. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement of the parties with respect to the subject matter described herein.

Experience Provider

By: _____ Date _____
Administrator or Responsible Officer

Brigham Young University-Hawaii

By:  Date: 8.13.26
R. Kelly Haws, Academic Vice President