

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 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 students acquire the skills and knowledge needed in their chosen field of study or occupation.
 - 2.2. This MOU is for the period agreed upon between the Experience Provider and BYU-Hawaii.
 - 2.3. This MOU may be terminated by BYU-Hawaii or the Experience Provider for any reason by providing 30-days advance written notice to the other. Individual student internships may be terminated at any time for good and sufficient cause, including the student’s failure to abide by the terms in section 4.5, below.
 - 2.4. For Experience Providers in the United States or its Territories, BYU-Hawaii and the Experience Provider agree to indemnify each other from any claims or liability, including reasonable attorneys’ fees, due to their respective negligent or intentional acts or omissions arising from the performance of this Agreement and to have in effect applicable insurance coverage to adequately underwrite this promise of indemnity.
3. **THE EXPERIENCE PROVIDER AGREES TO:**
 - 3.1. Designate an individual who will serve as the liaison with BYU-Hawaii and the student.
 - 3.2. Involve the student 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 student the opportunity to perform a variety of tasks to acquire and practice various skills.
 - 3.4. Orient the student to the Experience Provider’s rules, policies, procedures, methods, and operations.
 - 3.5. Evaluate the student’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 student.
 - 3.6. If the internship/CPT is a paid position, pay the student the agreed upon rate of compensation for the term of the internship and provide Workers’ Compensation and/or other employment benefits to the student to the extent required by law.
 - 3.7. Accept the primary responsibility for supervision and control of the student 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 student and Experience Provider, discusses the student’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 student, and BYU-Hawaii.
 - 4.4. Provide liability insurance for the student to cover damage or harm caused by the student in the amount of \$1,000,000 per student, per occurrence, \$3,000,000 in the aggregate, when this agreement is signed and returned to the BYU-Hawaii Vice President for Academics.
 - 4.5. Provide upon request, a separate Student Internship Agreement, signed by the student, 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: _____ By: _____ Date: _____
Administrator or Responsible Officer John D. Bell, Vice President for Academics