WSU Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Washington State University**

**General Internship Agreement**

This Agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Site”) and Washington State University, by and through its [Insert College/Department/Program] (“WSU”), individually referenced as a “Party” and jointly referred to as “Parties”. The Parties agree as follows:

**1. Purpose:** WSU’s curriculum for students enrolled in its [Insert College/Department/Program] includes requirements and/or opportunities for its Students to acquire academically credited experiences in professional settings prior to graduating from WSU.The Site has suitable experiences, supervisors, and facilities available for the educational experience of WSU’s students, and desires to provide learning opportunities for students who may enter Site’s professional field. Thus, it is mutually beneficial to WSU and Site for students to participate as interns at the Site’s facilities. The purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the Parties with respect to these student internships.

**2. Internship Plans**: Before any student begins an internship at the Site, WSU, the Site and the student will develop an Internship Plan in the form of, or substantially in the form of, the sample attached to this Agreement. This Internship Plan shall provide the specifics of the student’s internship, including details such as duration of the internship and the student’s learning goals. The Parties agree that these Internship Plans are not contractual in nature and are intended simply to confirm a mutual understanding between the Parties.

**3. Coordination and Communication**: Each party will designate a liaison (“Liaison”) for such communications. The Liaisons are the following persons:

**Liaison For WSU:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Liaison for Site**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Either Party may change the designated Liaison, or his or her contact information, by providing written notice to the other Party.

**4. Orientation and Supervision**: The Site will orient students to the policies, rules and schedules of the Site. The Site will assign a direct supervisor to each student participating in an internship. This supervisor will be on-site or readily available by phone or other electronic means for consultation, supervision and direction for the student(s).

**5. Professionalism**: The Site will provide students with adequate workspace and resources (*e.g.*, office supplies, access to computer) needed to conduct internship activities. The Site will treat students in a professional manner.

**6. Student Status**: While engaged in an internship, students shall retain the status of a student working towards the fulfillment of a degree requirement. Students interns are not acting as employees or agents of WSU. Unless negotiated between a student and the Site, a student is not entitled to any monetary or other remuneration for services performed at the Site. Unless a student has entered into a separate employment agreement with the Site, a student is not an employee of the Site. No employment relationship between a student and the Site shall be deemed to exist by virtue of this Agreement.

**7. Evaluation**: WSU will provide the Site with evaluation materials. The Site will provide periodic written evaluation of students using these materials. In cooperation with the Site, WSU will conduct the final evaluation of its students’ internship performance. WSU retains full authority and responsibility for any grading of students for their participation in an internship.

**8. Removal of Student**: The Site may remove a student from placement for violations of Site rules and regulations or for such actions as the Site views as detrimental to its operations. The Site will consult with WSU before any final action is taken.

**9. Inspection**: Site will permit, on reasonable notice and request, the inspection of Site facilities by agencies charged with responsibility for accreditation of WSU.

**10. Compliance with Laws and Nondiscrimination**: Each Party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA). There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington.  The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

**11. Liability Provisions**:

1. The Parties each shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No Party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.
2. Site maintains liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against the Site or such individuals.
3. WSU, and its officers, employees, agents, and registered volunteers while acting in good faith and within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 *et seq*.) Successful claims against WSU, and its employees, officers, agents, and registered volunteers in the performance of their official WSU duties in good faith under this Agreement, will be paid from the tort claims liability account as provided in RCW 4.92.130. The parties expressly acknowledge and agree that WSU’s liability and indemnification obligations, if any, shall not exceed WSU’s coverage limits (as to type and amount) as described in the State of Washington Self-Insurance Liability Program and the Tort Claims Act.
4. WSU’s insurance does not cover students. Further, WSU may not lawfully require its students to obtain insurance. students participating in an Internship may, at their discretion, or in order to satisfy Site requirements, obtain coverage in the form of an experiential student policy offered through Washington State University or acquired by the student through another source.

**11. Term and Termination:** The term of this Agreement shall begin upon the date of the final Party signature, and shall continue for a term of [insert a contract term not to exceed five years]. Notwithstanding the term stated, either Party may prematurely terminate this Agreement by providing the other Party ninety (90) days prior written notice of such termination. Any premature termination of this Agreement shall not be effective with respect to any Student who has begun, but not yet completed, an Internship pursuant to this Agreement.

**12. General Provisions:**

1. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. The Parties may only modify this Agreement through a subsequent written Agreement signed by authorized representatives of each Party.
2. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington. The Parties’ rights and obligations under this Agreement shall be construed in accordance with those laws.
3. All contractual notices given from one Party to the other shall be in writing and shall be emailed, mailed by first-class mail, or transmitted by hand delivery or facsimile, addressed to the respective party Liaison specified above. All notices which are not hand delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile or email transmission.

**13. Authorized Signatures**: The Individuals signing this Agreement certify they have the authority to sign this Agreement on behalf of their respective Parties, and that the Parties agree to the terms and conditions of this Agreement.

**FOR WASHINGTON STATE UNIVERSITY FOR SITE:**

**Recommended by:**

Name: Name:

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date:

**Approved by:**

Name:

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**ATTACHMENT A**

**INTERNSHIP PLAN**

**I. Student and Site Information:**

 Student: Student Name Site: Site Name

 Student ID# Supervisor’s Name

 Mailing Address Mailing Address

 Phone Number Phone Number

 Email Address Email/Fax, if available

**II. Duration:**

 Specify the starting date and final date of the internship with the organization/company.

**III. Hours:**

 Specify weekly participation schedule. (*e.g.*, Mon: 2-5, Wed: 11-3).

**IV. Student Learning Goals:**

 Specify the professional and career development goals which this Internship will help student achieve. Include both general learning objectives (*e.g.*, understanding of retail, banking, hotel industry, *etc*.), and specific goals (*e.g.*, observing merchandising techniques, strengthening interviewing skills, *etc*.)

**V. Student Assignments**

 Specify student’s anticipated Internship assignments. These assignments should be described in sufficient clarity and detail to avoid uncertainty regarding student’s responsibilities during the Internship. Assignments should assist student in achieving the above-stated learning goals and should not be clerical in nature.

**VI. Credit**

 [# of credit hours] credit hours will be awarded at the end of the term for [insert course number], based on the successful completion of the internship and all written assignments.

**VII. Signatures:**

 The individuals signing this document understand that it is not a legally binding contract. This document is intended only to facilitate a mutual understanding of internship expectations.

 Student Site Supervisor WSU Faculty Adviser

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**DO NOT SIGN AND SUBMIT THIS FORM--THIS IS ONLY AN OUTLINE**