

INTERNATIONAL INTERNSHIP AGREEMENT

This International Internship Agreement (“Agreement”) is made and entered into by the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of its [Name of U-M College/School/Unit] (“U-M”), located in Ann Arbor, Michigan, U.S.A., and [Home Institution Name], located in [City, State/Province, Country] (“Home Institution”).

WHEREAS, the Home Institution offers a curriculum in [] and desires to obtain for its students enrolled in such program supervised practical internship experience outside the traditional classroom setting;

WHEREAS, U-M is willing to provide practical internship experience pursuant to the terms of this Agreement and serve as an internship site by offering facilities, resources, and supervision to the Home Institution’s students (“student-intern” or “student-interns”);

NOW, THEREFORE, the parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF THE HOME INSTITUTION

- A. The Home Institution will use the internship description prepared by U-M (pursuant to Section II.A.) to determine the suitability of the internship for academic credit. The Home Institution shall be responsible for determining the amount of academic credit to be earned by its student-interns and will establish all academic requirements that its student-interns must meet to earn the credit. No degree will be conferred on the student-interns by U-M, nor will U-M issue a transcript to the student-interns.
- B. The Home Institution will recommend for placement in an internship experience at U-M those student-interns who have the appropriate educational background and skills consistent with the advertised internship, are in good standing at the Home Institution, and have met the Home Institution requirements for participation.
- C. The Home Institution will be responsible for the final evaluation of the student-interns’ internship performance. The Home Institution will provide U-M with student-intern learning objectives and/or guidelines to be used by U-M in its provision of the internship experience to the student-interns and to enable U-M to provide the Home Institution with information useful and/or necessary for Home Institution’s final evaluation of the student-interns’ internship performance.
- D. The Home Institution will designate a qualified person to whom all communication from U-M may be sent and will provide for a regular exchange of information between the Home Institution and U-M, including checking the progress of the internship experiences being provided by U-M, through either on-site visits arranged at a mutually convenient time, or written or telephone communications.
- E. The Home Institution understands, and will inform its student-interns of, the following:
 - 1. Student-interns will be required to comply with the policies, procedures, rules, and regulations of U-M during the internship experience including, but not limited to, those regarding security clearance, safety, health status and/or vaccinations, dress

code, and confidentiality. The Home Institution will further inform its student-interns that it will be the responsibility of each student-intern to fulfill U-M's requirements and provide U-M with any information U-M may require.

2. Student-interns will be required to comply with the laws and regulations of the United States of America and the State of Michigan in connection with their internship activities at U-M.
 3. The student-interns are responsible for complying with all visa/immigration requirements, laws, and regulations of the United States of America, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the internship during the entire term of the internship. Each student-intern must keep U-M informed of any changes in his/her immigration status. Student-interns are responsible to pay any fees or amounts required to maintain valid legal status in the United States of America, including, but not limited to, required visa application, permit, and/or associated immigration fees.
 4. U-M will assume no obligations for payment of medical insurance and medical or dental treatment costs of the student-interns participating in an internship at U-M. Student-interns will be required to carry adequate international health insurance and provide proof to the U-M that their insurance will cover the costs of health care during their participation in an internship at U-M.
 5. Arrangements and costs for travel and transportation (domestic and international) in connection with the student-interns' participation in an internship at U-M shall be the responsibility of the individual participating student-interns as well as local costs, such as accommodations, meals, and other personal expenses.
- F. The Home Institution may request termination of the internship of any student-intern not complying with the Home Institution's guidelines and procedures for the internship program. Such action will not be taken without the Home Institution's prior consultation with U-M.
- G. **[OPTION 1 – If the student-interns are being paid by U-M]: NO INSURANCE LANGUAGE REQUIRED; DELETE THIS SUBSECTION I.G.**

[OPTION 2 – If the student-interns are not being paid by U-M, but are getting academic credit for the internship from the Home Institution] THIS LANGUAGE IS REQUIRED:
The Home Institution shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance or self-insurance covering the Home Institution and the student-interns: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; and, 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Home Institution will furnish U-M with current evidence of insurance, upon request. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve the Home Institution of its liabilities and obligations under this Agreement.

[OPTION 3 – If the student-interns are not being paid by U-M, and are not getting academic credit for the internship from the Home Institution]; NO INSURANCE LANGUAGE REQUIRED; DELETE THIS SUBSECTION I.G.

II. DUTIES AND RESPONSIBILITIES OF U-M

- A. U-M agrees to prepare an internship job description that outlines the duties and responsibilities of the student-interns. Should changes to the internship job description be necessary after the internship is approved and/or has commenced, U-M agrees to notify the Home Institution and the student-interns of such changes.
- B. It shall be the responsibility of U-M to set its own eligibility standards for student-intern participation in an internship experience at U-M. No provision of this Agreement shall prevent U-M from refusing to accept any student-intern for the internship experience for any reason that is not contrary to law. The decision whether to accept or decline a student-intern shall be within the sole discretion of U-M. U-M shall notify the Home Institution of such determination in writing, including the basis for U-M's determination, and the Home Institution shall take steps to ensure that a student-intern so identified by U-M is not placed at U-M for an internship experience.
- C. U-M understands and agrees that the primary purpose of the student-interns' placement at U-M for internship experience is for the student-interns' learning. U-M agrees that it will be guided by the objectives of the student-interns' learning in the provision of supervised internship experiences. U-M shall have full supervisory authority and responsibility over the student-interns during their participation in an internship at U-M pursuant to this Agreement.
- D. U-M will be responsible for determining the schedule that the student-interns will maintain on U-M's premises. U-M will provide internship opportunities to the student-interns for _____ () full semesters per year. The student-interns will be expected to perform a minimum of _____ () hours of work per week (up to a limit of _____ [] hours per week) for at least _____ () Home Institution semester. The Home Institution retains ultimate responsibility for determining the amount of academic credit to be awarded to the student-interns in light of the time and duration of the internship at U-M.
- E. The sole compensation which shall be due from U-M to each student-intern shall be the amount of \$ _____ per hour for each hour worked by the student-intern pursuant to this Agreement. Each student-intern shall be paid in accordance with U-M's standard procedure for paying its employees and U-M shall deduct from the amount due to the student-intern any and all amounts required by law to be deducted, including any and all amounts for FICA, federal income taxes, and state income taxes.
- F. U-M agrees to provide suitable workspace and resources for the student-interns to complete their internship assignment. U-M will also provide student-intern orientation, training, and supervision.
- G. U-M will complete and return any required evaluations to the Home Institution according to any reasonable schedule agreed to by the Home Institution and U-M.

- H. U-M shall have the right to terminate a student-intern's participation in the internship at any time if the student-intern's work or behavior has clearly not met the requirements of U-M. This right will not be exercised without U-M's prior consultation with the Home Institution.

III. MISCELLANEOUS

- A. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both parties shall abide by these principles in the administration of this Agreement, and neither party shall impose criteria for student-intern participation in an internship at U-M that would violate the principles of non-discrimination. In addition, U-M does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.
- B. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- C. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement. Indemnification shall survive any termination of this Agreement.
- D. Each party agrees it will not use the other party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- E. This Agreement will be in effect as of the date of last signature by the parties for a period of five (5) years. Notwithstanding the foregoing, either party may terminate this Agreement for any reason whatsoever by providing at least thirty (30) days' written notice to the other party. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to let student-interns complete their internship at U-M already in progress.
- F. Any and all notices required pursuant to this Agreement shall be directed to:

U-M: Attn:
 Address:

Telephone:
Fax:
Email:

Home Institution: Attn:
 Address:

Telephone:
Fax:
Email:

- G. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.
- H. Neither Home Institution nor U-M shall be liable for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for U-M. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.
- I. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and all prior discussions, agreements, and understandings between the parties regarding the subject matter hereof, whether oral or in writing, are hereby superseded by this Agreement.
- J. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

This Agreement is completed in English and _____, with both versions being equally authentic; in the case of any discrepancy between the two versions, the English version shall prevail. This Agreement is hereby signed in two (2) copies in each language, with one (1) copy in each language remaining in the possession of each Party.

[HOME INSTITUTION]

**THE REGENTS OF
THE UNIVERSITY OF MICHIGAN**

By: _____
[Printed Name]
[Printed Title]

By: _____
Valeria Bertacco
Arthur F. Thurnau Professor
Mary Lou Dorf Professor of Computer Engineering
Vice Provost for Engaged Learning

Dated: _____

Dated: _____

THE UNIVERSITY OF MICHIGAN
[COLLEGE/SCHOOL/UNIT]

By: _____

[Printed Name]

[Printed Title]

Dated: _____