



This Agreement, entered into this \_\_\_ day of \_\_\_, 20\_\_\_ ("Effective Date"), between Oakland Community College, a

Michigan nonprofit constitutional corporation located in Oakland County, Michigan ("OCC"), and \_\_\_\_\_ NAME OF COMPANY

(the "Placement Site") located at \_\_\_\_\_ ADDRESS OF COMPANY

PURPOSE

OCC desires to provide its students with practical learning experiences through the application of classroom knowledge and skills in internship settings. In order to facilitate learning experiences for OCC students, this Agreement is intended to govern the relationship between Placement Site and OCC with respect to student Interns from OCC.

GENERAL CONSIDERATIONS

A learning experience is an arrangement between OCC and the Placement Site. For purposes of this Agreement, the learning experience can include clinical placements, internships, co-op experiences or cooperative education, capstone courses, practicum, work study and service learning opportunities. The Placement Site will provide supervision, facilities, and instruction that help students of OCC (for purposes of this Agreement, each an "Intern") acquire skills and knowledge related to their chosen field of study. Such learning experiences must be completed by the student in accordance with the current academic catalog.

The Placement Site will consist of an established physical location, not a home-based or cottage industry work site.

This Agreement will commence as of the Effective Date and may be terminated by either OCC or the Placement Site for any reason by providing thirty (30) days' written notice to the other party of their desire to terminate said Agreement provided, however, that Interns at the Placement Site shall be given an opportunity to complete the full term of the learning experience.

Placement Site and OCC shall each provide a contact person (the "Internship Coordinator") for activities related to the performance of this Agreement. The following contact names and addresses shall be the initial Internship Coordinator for the Placement Site and for OCC. The parties may designate others in writing at any time.

CONTACT FOR OCC

CONTACT FOR PLACEMENT SITE

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between OCC and the Placement Site and their employees, Interns, or agents; but rather is an Agreement by and between two independent contractors. Each Intern is placed with the Placement Site in order to receive educational experience as part of the academic curriculum. Unless otherwise agreed, duties of an Intern are not performed as an employee of the Placement Site, but rather in fulfillment of the academic requirements of the learning experience and are performed under direct supervision by the Placement Site's personnel.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability, or other legally protected classification in either the selection of Interns, or as to any aspect of the internship placement provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Intern's effective participation in the internship.

The parties acknowledge and agree that it shall be the responsibility of each Intern to: (1) comply with the Placement Site's policies and procedures; (2) report any serious problems related to the Placement Site, including safety and personnel problems, to the Internship Coordinator at OCC and the Placement Site; and (3) maintain a health insurance policy in effect during the full period of any learning experience with the Placement Site.

This Agreement covers (check one):

Single location of Placement Site – i.e. only the location at this address:

Multiple locations of Placement Site – i.e., only those locations listed below. (Attach sheet if additional space needed).

All locations of Placement Site.

## RESPONSIBILITIES OF OCC

OCC shall:

1. Provide course information and objectives, and ensure that each participating Intern meets academic and other qualifications that are consistent with the objectives and requirements of OCC's program.
2. Make reasonable efforts to ensure that each Intern from OCC is aware of Intern's responsibilities to abide by the terms stated above, and that each Intern from OCC shall agree to abide by the terms in the "Student Acknowledgement" attached as Exhibit A.
3. Make reasonable efforts to ensure that the Intern participates in the learning experience during the dates and times specified unless modified by the Placement Site and OCC. This includes instructing each Intern about the consequences of not completing the learning experience. OCC shall remain responsible for the grading of Intern participants.
4. Provide support from an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision.
5. Ensure that for each learning experience, the Internship Coordinator of OCC (i) maintains ongoing contacts with the Intern and the Placement Site; (ii) discusses the specifics and expectations of the learning experience with the Intern and the Placement Site; (iii) monitors the Intern's progress with the Intern and the Placement Site; and (iv) advises the Intern relative to a program of study related to the learning experience.
6. OCC shall require that Interns dress professionally in accordance with standards acceptable to the Placement Site.
7. OCC shall obtain insurance or other risk financing with coverage similar to the types and in the amounts described below:

**Commercial General and Umbrella Liability Insurance.** OCC shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

**Workers Compensation Insurance.** OCC shall maintain workers compensation and employers liability insurance as required under Michigan Law.

**Evidence of Insurance or Risk Financing.** Upon reasonable request, OCC shall furnish Placement Site with a certificate(s) of insurance, or other evidence of risk financing reasonably acceptable to Placement Site, executed by a duly authorized representative of each insurer or coverage provider, showing compliance with the insurance/risk financing requirements set forth above.

8. Maintain confidentiality of any information designated by the Placement Site as confidential.

## RESPONSIBILITIES OF THE PLACEMENT SITE

The Placement Site shall:

1. Provide planned and supervised opportunities for each Intern to perform tasks to acquire and practice various skills based on objectives and learning outcomes compatible with those of OCC's program.
2. Orient the Intern to the Placement Site's rules, policies, procedures, methods, and operations.
3. Evaluate the Intern's performance.
4. Notify OCC's Internship Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Intern (if any).
5. Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Placement Site, including nondiscrimination and sexual harassment in the workplace.
6. Unless otherwise agreed, Interns shall be treated as trainees who have no expectation of receiving compensation.

7. For paid internships, pay the Intern the agreed upon rate of compensation for the term of the learning experience and fulfill all legal requirements related to Placement Site's independent contractor/employment relationship with the Intern.
8. Accept the primary responsibility for supervision and oversight of the Intern at the Placement Site.
9. Designate an employee to serve as Intern supervisor with responsibilities to help orient the Intern to the Placement Site and its culture, to assist in the development of learning objectives, to confer regularly with the Intern and the OCC Internship Coordinator, and to monitor the progress of the Intern.
10. Provide a safe work environment and make available equipment, supplies, and work space necessary for the Intern to perform his/her duties, and inform students of particular risks related to different activities so that students can knowledgeably agree to participate.
11. Notify OCC Internship Coordinator of any changes in the Intern's work status, schedule or performance.
12. The Placement Site shall obtain insurance of the types and in the amounts described below:
  - Commercial General and Umbrella Liability Insurance.** The Placement Site shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.
  - Workers Compensation Insurance.** The Placement Site shall maintain workers compensation and employers liability insurance as required under Michigan Law.
  - Professional Liability Insurance.** The Placement Site shall maintain in force for the duration of this professional errors and omissions liability insurance appropriate to the Placement Site's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Placement Site's activities and/or services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.
13. Follow requirements regarding fair labor standards, particularly as they relate to paid and unpaid internships.
14. The Placement Site, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those employees or agents with a need to know and agrees to comply with the Family Educational Rights and Privacy Act (FERPA). Student files and personal information shall not be disclosed to third parties without the Intern's prior written consent unless disclosure is required by law.
15. Participate in any college investigation including, without limitation, Intern allegations alleging inappropriate conduct by the Placement Site and its employees and contractors involving students.
16. OCC and the Placement Site shall attempt to informally resolve any student concerns prior to a final determination.

## INDEMNIFICATION

To the extent provided by law and in accordance with statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of OCC, the Placement Site or their respective employees and students pursuant to this Agreement.

## GOVERNING LAW

Any dispute arising from this Agreement will be determined according to Michigan law.

## ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

## SEVERABILITY AND WAIVER

The invalidity of any provision of this Agreement will not affect the validity of any other provisions. The failure of either party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor affect any rights to enforce any provisions of the Agreement in the future.

## MODIFICATION

This Agreement may not be modified or revised, in whole or in part, except by a prior writing signed by both parties.

## FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any event which is beyond reasonable control, including without

limitation acts of God, flood, fire, natural disaster, war or military hostilities, or labor stoppage, provided that the party claiming force majeure promptly notifies the other party as soon as such event occurs.

**AUTHORITY TO EXECUTE**

Each party warrants and represents that the person signing this Agreement has the authority to execute this Agreement and bind the party for which the representative has signed.

**OAKLAND COMMUNITY COLLEGE**

**PLACEMENT SITE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE