

**STUDENT INTERNSHIP, EXTERNSHIP, AND COOPERATIVE EDUCATION
PLACEMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between _____ Community College ('the College') and _____ ('Provider') (collectively, "the Parties") effective as of this day of _____, 20_____.

WITNESSETH: that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, agree as follows:

I. TERMS AND CONDITIONS

1. Definitions. The following definitions apply.
 - a. "Internship" means a program of study as part of a College course or degree requirements, conducted in cooperation with the Provider, whereby students receive supervised experiences and instruction in a professional setting.
 - b. "Cooperative Education" means a program of study as part of the College course or degree requirements, conducted in cooperation with the Provider, whereby students receive paid or unpaid on-the-job training in approved business, industrial and service firms.
 - c. "Externship" means an experiential learning opportunity whereby students receive practical work experience. An externship is usually an unpaid experience, but also may be a paid experience.
 - d. "Site Supervisor" means that person employed or retained by the Provider as responsible for the development and administration of the Internship, Externship, or Cooperative Education affiliation with the College.
 - e. "Intern" means a person enrolled in the College who is to perform the Internship assignment.
 - f. "Co-op" means a person enrolled in the College who is to perform the Cooperative Education assignment.
 - g. "Extern" means a person who is to perform the Externship assignment.
 - h. "College Supervisor" means the person employed or retained by the College who is responsible for the development and administration of this Internship, Externship, or Cooperative Education Placement Agreement with the Provider.
2. Purpose.
 - a. The College is an educational institution and an agency of the Commonwealth of Virginia with an approved [course/certification/degree program] ("Program").
 - b. As part of the Program's educational requirements, Interns/Externs/Co-op must complete a supervised experience, such as this Internship, Externship, or Cooperative Education assignment ("Assignment").

- c. The Provider has facilities and professional staff appropriate for this Assignment.
 - d. It is to the benefit of the College that the resources of the Provider be made available to Interns/Externs/Co-ops for this Assignment.
 - e. It is to the benefit of both the College and the Provider to cooperate in the educational preparation of Interns/Externs/Co-ops so as to promote professional competence and to provide maximum utilization of community resources.
 - f. The College's staff and Interns/Externs/Co-ops shall not act as the Provider's agents or representatives in any capacity, and shall not make any commitments on behalf of the Provider. The Parties hereto are not partners, agents nor principals of one another.
3. Term. The term of this Agreement shall be from the date written above to the Agreement End Date set forth above, and may be extended in writing by mutual consent of the Parties. Provided, however, that Interns/Externs/Co-ops shall be permitted to complete all of their Assignments that began prior to the Agreement End Date, and with respect to such Assignments, all terms and conditions of this Agreement shall apply until the last such Assignment is completed.
4. The Provider's Obligations.
- a. The Site Supervisor shall supervise all aspects of activities and duties performed by Provider in the normal course of business that are appropriate for Interns/Externs/Co-ops to perform including those activities or duties wherein Interns/Externs/Co-ops may be exposed to potentially dangerous situations or interrelate with clients or customers.
 - b. The Site Supervisor, in consultation with appropriate College faculty and the College Supervisor, shall designate Assignments, as appropriate. The Provider, in consultation with College Supervisor, shall determine the dates of Intern/Extern/Co-op Assignments for specific duties related to the Assignment.
 - c. The Provider hereby agrees to orient Interns/Externs/Co-ops to the Provider's applicable policies and procedures. The Provider shall provide the necessary equipment and supplies to perform the Assignment, to include but not limited to personal protective equipment. Provider agrees that no Intern/Extern/Co-op shall perform any duty or participate in any activity of Provider without the appropriate equipment, training, or supervision.
 - d. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern/Extern/Co-op whose performance is determined to be detrimental to the Provider, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory or deemed detrimental to the safety or welfare of others.
 - e. The Provider shall contribute in the evaluation of Interns/Externs/Co-ops as may be requested by the College Supervisor on forms provided by the College.

- f. The Provider shall treat all Interns'/Externs'/Co-ops' education records confidentially and not disclose education records except to College.
- g. The Provider shall allow faculty members of the College access to the Assignment location for the purposes of coordinating, observing, and instructing Interns/Externs/Co-ops.

5. The College's Obligations.

- a. The College shall be responsible for the administration of the Assignment, to include its curriculum, programming, and promotion.
- b. The College shall obtain written, dated, and signed consent from each Intern/Extern/Co-op prior to disclosing education records to the Provider.
- c. The College shall ensure that all Interns/Externs/Co-ops have completed all applicable prerequisite courses and any other requirements prior to the Assignment.
- d. The College shall inform Interns/Externs/Co-ops that they may be required to submit to a criminal background check performed by a third party clearinghouse or the Provider, containing such search parameters as the Provider indicates, to determine whether they are at a minimum listed on the "List of Excluded Individuals and Entities," or otherwise have a criminal record. Upon the Provider's request and as a condition of their participation in the Assignment, the College will have Interns/Externs/Co-ops consent to the release of evidence directly to the Provider showing that a criminal background check was performed and its results. Alternatively, if the results of the criminal background check are forwarded to the College, Interns/Externs/Co-ops will consent to the disclosure of such results to the Provider. In no event, however, will the College disseminate the Interns'/Externs'/Co-ops' background check results without the written consent of the Intern/Extern/Co-op. If a student does not have a satisfactory background check, the Provider may prevent him or her from participating in the Assignment.
- e. The College shall inform Interns/Externs/Co-ops of their responsibility to provide their own medical insurance, transportation, and meals during the Assignment.
- f. The College shall advise the Provider no less than two (2) weeks prior to the commencement of the Assignment of the number of Interns/Externs/Co-ops who are scheduled to participate and the dates and times each such Intern/Extern/Co-op will be assigned to Assignments, as determined by the Program curriculum and Interns'/Externs'/Co-ops' class schedules.
- g. The College shall be aware of the risks associated with the performance of the Assignment and inform Interns/Externs/Co-ops of such risks prior to the start of the Assignment. The College shall execute an assumption of the risk agreement with the Intern/Extern/Co-op as set forth in Attachment A.
- h. The College shall provide the services of a College Supervisor, who will:
 - (1) Plan, in consultation with the Site Supervisor and staff member(s) of the Provider, the Assignments which will fulfill the goals and/or requirements of the Program; and
 - (2) Meet with Site Supervisor and staff member(s) of the Provider to discuss the quality

of the Assignments and any problems that might occur during the Assignment.

6. The College and the Provider agree that:
 - a. The maximum number of Interns/Externs/Co-ops that may participate in an Assignment will be determined by the Parties.
 - b. The Parties will advise one another of changes in supervision and instructing personnel, applicable policies, student enrollment, and availability of resources.
 - c. Provider agrees to provide emergency health care for illnesses or injuries that occur during the performance of the Assignment. Emergency treatment of Interns/Externs/Co-ops for any injuries incurred during Assignment must be covered by the Interns'/Externs'/Co-ops' personal health insurance plan or their own resources. Personal health insurance coverage for the Interns/Externs/Co-ops will not be the responsibility of the College or the Provider.
 - d. The Parties agree that Interns/Externs/Co-ops are not employees or authorized agents of the College or Provider. Neither Party shall be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Interns/Externs/Co-ops, unless agreed upon in writing prior to the execution of this Agreement. Further, no Intern/Extern/Co-op will be covered under the College's or Providers' Workers' Compensation, social security, or unemployment compensation programs.
 - e. The Parties agree that if a Co-op is regularly employed by the Provider and receives training or instruction related to his or her employment outside of regular working hours and off the job, the Co-op shall be covered under the Providers' Workers Compensation program if injured during the performance of his or her Assignment.
 - f. The Parties agree that the purpose of an Assignment is to satisfy educational requirements and that Interns/Externs/Co-ops will be in a learning environment. It is further understood that the student shall not at any time replace or substitute for any employee of the Provider; nor shall Interns/Externs/Co-ops perform any of the duties normally performed by an employee of Provider, except when such duties are a necessary part of Assignments approved by the College Supervisor and performed by the student under the direct supervision of a Provider employee.

7. Insurance.
 - a. During the term of this Agreement, Provider agrees to maintain with commercial carriers or maintain through a self-funded insurance program, as applicable, at all times and at Provider's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars in the annual aggregate (\$3,000,000).
 - b. The Parties agree to provide, upon execution of this Agreement, certificates of insurance or other documents in the case of a self-insured programs evidencing the coverage required and shall notify the other party immediately (within at least 30 days) of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage.

8. Liability.
 - a. Neither party shall be responsible for personal injury, property damage, or any other loss (collectively, “damages”) incurred while performing duties related to the Assignment or this Agreement, except for those damages that occur as a result of the negligence of the College or Provider or their respective officers, owners, employees, or authorized agents. The College maintains liability coverage for faculty and Students while participating within the authorized scope of a clinical, internship, externship, or other educational program in accordance with Va. Code §§ 2.2-1837 and 2.2-1838.
 - b. Nothing herein shall be deemed a waiver of sovereign immunity of the Commonwealth of Virginia.
9. Term. This Agreement shall be binding on the Parties on the effective date above and shall last until _____, 20_____.
10. Termination. This Agreement may be terminated as follows:
 - a. For Convenience. Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party of its intention to terminate, provided that Interns/Externs/Co-ops shall be permitted to complete their Assignments that began prior to the termination notice.
 - b. For Default. A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice. To the extent reasonable, the Parties shall act in good faith to prevent the early termination of any ongoing Assignment as a result of the termination of this Agreement under this section.
11. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Virginia.
12. Consideration. There is no monetary consideration paid by either party to the other. Rather, the Parties acknowledge that the Agreement is mutually beneficial and is the sole consideration.
13. Assignment. No Assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the Parties.
14. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision of this Agreement.
15. Anti-Discrimination. The Parties agree that in the performance of this Agreement, there will be no discrimination against Interns/Externs/Co-ops related to race, color, sex, religion, creed, age, national origin, disability, or other non-merit based factor.
16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether oral or

written, concerning the subject matter of this Agreement.

17. Amendment. Any amendment to this Agreement must be in writing signed by the Parties.
18. Severability. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the day and year written above.

II. PARTIES

COLLEGE:

_____ COMMUNITY COLLEGE

DEAN CONTACT NAME: _____ DEPARTMENT: _____

TELE: _____ FAX: _____ EMAIL: _____

FACULTY CONTACT NAME: _____ DEPARTMENT: _____

TELE: _____ FAX: _____ MAIL: _____

PROVIDER:

FULL LEGAL NAME OF PROVIDER: _____

TYPE OF BUSINESS: _____ STATE OF BUSINESS REGISTRATION: _____

BUSINESS ADDRESS: _____ CITY, STATE, ZIP: _____

FEIN or TAX ID#: _____

CONTACT NAME: _____ DEPARTMENT: _____

TELE: _____ FAX: _____ EMAIL: _____

LOCATION OF ASSIGNMENT: _____

III. SIGNATURES

PROVIDER: _____
Full Legal Name of Contracting Entity

Signature of Authorized Officer

Printed Name

Title

_____ COMMUNITY COLLEGE

Signature of Authorized Officer

Printed Name

Title

**ATTACHMENT A
ASSUMPTION OF THE RISK FORM**

I, _____ agree that as a participant in the _____
_____ at _____ associated with _____
Community College (the "College") scheduled from _____ to _____, I am
responsible for my behavior and well-being. I accept this condition of participation, and I acknowledge
that I have been informed of the general nature of the risks involved in this Assignment, including, but not
limited to:

I understand that in the event of accident or injury, personal judgment may be required by
_____ or College personnel regarding what actions should be taken on my
behalf. Nevertheless, I acknowledge that the College and/or _____
personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my
responsibility to obtain personal health insurance in advance, if desired, and to take into account my
personal health and physical condition.

I further agree to abide by all specific requests by the College and _____
for my safety and the safety of others, as well as all of the College's and _____'s
rules, policies, and procedures applicable to all activities related to this Assignment. I understand that the
College reserves the right to end my participation my participation in this program if my participation or
behavior is deemed detrimental to the safety or welfare of others, unprofessional, or disruptive.

In consideration for being permitted to participate in this Assignment, and because I have agreed
to assume the risks involved, I agree that I am responsible for any resulting personal injury, damage to or
loss of my property which may occur as a result of my participation or arising out of my participation in
this Assignment, unless any such personal injury, damage to or loss of my property is directly due to the
negligence of the College and/or _____, or their respective officers, employees,
or agents. I understand that this Assumption of Risk form will remain in effect during any of my subsequent
visits and Assignment-related activities, unless I file a specific revocation of this document in writing with
_____, at which time my participation in the program will cease.

In cases of emergency, please contact _____ [name and relationship
to participant] _____ at _____ or at _____.

I acknowledge that I have read and fully understand this document. I further acknowledge that I am accepting these personal risks and conditions of my own free will.

Participant's signature

Date

Address

If participant is less than 18 years of age, the following section must be completed by a parent or legal guardian:

My child/ward is under 18 years of age and I grant permission for him/her to participate in this program. I agree to be responsible for his/her behavior and safety during the Assignment. I have been informed of the training, activities, and/or events that will be part of the Assignment and believe that they are appropriate for my child/ward.

Participant's Name

Date

Address

Parent's or legal guardian's signature

Printed Name