

## ON-CAMPUS INTERNSHIP MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the **(The name of your department)** and **(name of the department where the student will intern [host department])** and is effective as of **(DATE)**.

- A. **( Describe the host department)**
- B. San Jose State University operates fully accredited undergraduate and graduate programs offering degrees in several majors.
- C. The parties will both benefit by making an internship program available to students.

The parties agree as follows:

### I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

### II. DEPARTMENT'S RESPONSIBILITIES

- A. Student Profiles. The department shall advise each student enrolled in the Program to complete and send to **(host department)** a student profile on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. **(host department)** shall regard this information as confidential and shall use the information only to identify with each student.
- B. Schedule of Assignments. The department shall notify **(host department)**'s Program supervisor of student assignments, including the name of the student, level of academic participation, and length and dates of proposed internship experience.
- C. Program Coordinator. The department shall designate a faculty member to coordinate with **(host department)**'s designee in planning the Program to be provided to students.
- D. Orientation Program. The department's instructors shall attend an orientation provided by **(host department)**, and shall provide similar orientation to students at the beginning of their enrollment in the Program.

E. Records. University shall maintain all personnel records for its staff and all academic records for its students.

F. Student Responsibilities. The department shall notify students in the Program that they are responsible for:

- 1) Complying with **(host department)**'s administrative policies, procedures, rules and regulations;
- 2) Arranging for their own transportation and living arrangements if not provided by the University;
- 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
- 4) Maintaining the confidentiality of client information:
  - a. Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by **(host department)** that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations; **[REQUIRED PROVISION/HIPAA]**
  - b. **(host department)** shall reasonably assist in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the internship experience with University, its employees, or agents. **[REQUIRED PROVISION/HIPAA]**
- 5) Complying with **(host department)**'s dress code and wearing name badges identifying themselves as students if required;
- 6) Attending an orientation to be provided by their University instructors;
- 7) Notifying **(host department)** immediately of any violation of state or federal laws by any student; and
- 8) Providing services to **(host department)**'s clients only under the direct supervision of **(host department)**'s professional staff.

G. Payroll Taxes and Withholdings.

University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits, including the cost of any such claims, for University's employees and agents, if any, who provide services to the Program or otherwise participate under this agreement. For purposes of this agreement, however, students are trainees and shall be considered members of **(host department)**'s "workforce" as the term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

III. EXECUTION

By signing below, each of the following represent that they have authority to execute this Understanding and to bind the party on whose behalf their signature is made.

**Department of Study:**

**Host Department:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_