Below are documents that have been approved by the Texas State University System General Counsel. All documents are to be included in the internship and/or co-op packets distributed to students and employers.

**Student information:**
- Guidelines for Receiving Internship Credit
- Pre-Screening Form
- Learning Agreement
- Student Waiver of Liability

**Employer information:**
- Learning Agreement
- Employer Waiver of Liability (Unpaid, For Profit only)

All academic departments participating in service learning initiatives must provide the following:
- Community Partnership Agreement Letter
- Student Waiver of Liability

**Classroom trips supervised by a Lamar University faculty or staff member are exempt from the service learning documents.**

Following the steps below will ensure that all internships, co-ops and service learning packets, as well as opportunities posted through our site, have been reviewed and approved.

**Step 1.** Documents must be put on website through The Career and Testing Center.
**Step 2.** The completed packet must be approved by the Career and Testing Center.
**Step 3.** All un-resolved issues will be sent and approved through the Senior Associate Provost for review and decisions.
**Step 4.** All Internships, service learning and co-ops must be registered through Cardinal Connect for university tracking.

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Teresa Simpson Date
Director, Career and Testing Center

Steve Doblin Date
Provost and VP Academic Affairs

Deidra Mayer Date
Associate Director, Career Services

All questions are to be directed to Deidra Mayer, Associate Director for Career Services in the Career and Testing Center at Deidra.Mayer@lamar.edu or call at 409-880-8871.
For more information on legal questions surrounding paid or unpaid internships:
AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF FACILITIES
FOR THE EDUCATION OF EXERCISE SCIENCE AND FITNESS MANAGEMENT STUDENTS

between

LAMAR UNIVERSITY

and

_Internship Site_

April 12, 2011
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I. AGREEMENT
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AFFILIATION AGREEMENT
between
THE EXERCISE SCIENCE AND FITNESS MANAGEMENT (ESFM) INTERNSHIP
DEPARTMENT OF HEALTH AND KINESIOLOGY
COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT
and
Internship Site

The following Affiliation Agreement is entered into between Lamar University, Beaumont, Texas, for and on behalf of the ESFM Internship, Department of Health and Kinesiology, College of Education and Human Development, hereinafter referred to as the “University”, and Internship Site, hereinafter referred to as the “Affiliate”, for the mutual benefit of both parties, to accept the responsibilities and duties stated herein.

1. It is mutually agreed by the Affiliate and the University that practical experience for students in the ESFM internship will be provided at the Affiliate.

2. It is mutually agreed that the ESFM Coordinator will assume responsibility for the selection and assignment of students to the learning experiences. There will be coordinated planning between the Affiliate and the instructor of the ESFM internship regarding scheduling and work assignments. While at the Affiliate the ESFM internship students will conuct themselves in accordance with the rules and regulations of the Affiliate.

3. It is mutually agreed that the Affiliate will retain full responsibility for the care of patients/clients and will maintain administrative and professional supervision of the students insofar as their presence affects its operation and/or the direct or indirect care of the patients/clients.

4. It is mutually agreed that the ESFM internship students will receive thorough orientation to the Affiliate. The ESFM internship instructor and the Affiliate staff supervisors will evaluate the student's performance by mutual consultation according to the guidelines of the ESFM internship.

5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of race, religion, sex, color, creed, marital status, age, or national origin.

6. It is mutually agreed that withdrawal of a student from an Affiliate can be requested by the Affiliate, by stating in writing the specific reasons for the request. The student will immediately be withdrawn from the Affiliate pending investigation. The written statement should be given to the ESFM Coordinator for review and referral to appropriate bodies. Only the University can dismiss a student from an educational program.
7. It is mutually agreed that the ESFM internship instructor and representatives of the Affiliate shall communicate regularly to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

8. It is mutually agreed that: a) Affiliate is not responsible for injuries sustained by student during their rotation at affiliate; b) students are not eligible for workers compensation; c) students are responsible for paying for any medical treatment provided.

II

To carry out these general areas of agreement, the University is responsible for, and agrees to:

1. Promote the health and safety of all parties by:
   
   a) Requiring student liability insurance coverage at no cost to the Affiliate;
   b) Informing interns and others involved in the program that they are required to comply with Affiliate rules as regarding health, safety, dress, and conduct;
   c) Providing, or otherwise arranging for, student orientation to the Affiliate, its major policies, rules and regulations.

2. Make arrangements with the appropriate administrators for learning experiences needed for students prior to each semester. The University representative will provide:
   
   a. Names of students;
   b. Dates, days, times of practice periods as previously agreed upon.

3. Assist with or contribute to Affiliate educational activities when requested.

4. Provide for evaluation of student performance by mutual consultation according to the guidelines of the ESFM internship.

5. The individual student is responsible for equipment damaged or broken due to the student’s negligence.
The Affiliate is responsible for, and agrees to:

1. Permit the use of facilities by students enrolled in the ESFM internship for the purpose of education.

2. Maintain approval by the appropriate state and/or properly designated accrediting body, and inform the University of any change in that approval.

3. Provide to the extent possible, conference rooms for student education and secure space for students to store coats, books, etc., while on duty.

4. Allow students access to, and use of, facilities maintained by the Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

5. Provide initial emergency care at the student’s expense in case of accidents to students participating in regularly scheduled duty periods.

6. Charge no fees for ESFM internship.

7. Assume legal responsibility for the performance of University students who work for compensation as employees of the Affiliate.
IV

TERMS OF AGREEMENT:

Only insofar as it is authorized by law to do so, the University agrees to hold the Affiliate harmless from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from use by the University of the Affiliate.

Nothing in the Affiliation Agreement is to be construed as transferring financial responsibility from one party to another.

The terms of the Agreement may be modified upon mutual consent of the parties.

Plans to initiate termination of the Agreement may be instituted by either party upon no less than thirty (30) days written notice by mail. The plans for termination must include specific procedures to ensure that there will be no adverse affect to the rights and privileges of students actually enrolled in the program, as long as they are making normal progress toward completion.

The Agreement shall remain in effect until terminated by either party upon thirty (30) days written notice.

FOR THE UNIVERSITY:

Provost,
Lamar University

Dean, College of Education and
Human Development

Department Chair, Department of
Health and Kinesiology

Coordinator, ESFM Program

Date completed

FOR THE AFFILIATE:

CEO,

Date
Employer's Waiver of Liability

Lamar University does not provide health or liability insurance coverage for Internship Students. If health and/or liability insurance coverage are required by the participating business it is the responsibility of the student to provide documentation of coverage.

The Employer, ______________________________________ (business name), in consideration of being permitted to participate in this internship and recognizing the value that business owner will reap from having access to an unpaid intern, providing their labor, will reap from it, hereby agrees not-to-sue Lamar University, the Texas State University System, their regents, employees, instructors, volunteers, and agents [the released parties] and to hold the Released Parties harmless and free from any loss, claim, liability, or damage arising out of the Internship Program pertaining to any and all actions undertaken by

____________________________________________________ (student name) while participating in the Internship. Employer voluntarily waives any and all claims resulting from ordinary negligence, on the part of the Released Parties.

The Employer fully understands that by signing this form, the Employer is:

a). giving up legal rights and/or remedies, that may be available to the Employer for the ordinary negligence of Lamar University or any of the parties listed above; and

b). accepting and assuming all personal and property risks inherent to the activities of said course(s).

_________________________________________  __________________________
Authorized Signature of Employer                  Date