

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Lamar University**  
**And**

---

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, (“Lamar University”), which is located at 4400 MLK Parkway, Beaumont, Texas 77710 and \_\_\_\_\_, (“\_\_\_\_\_”), which is a \_\_\_\_\_ and which is located at \_\_\_\_\_; Lamar University and \_\_\_\_\_ shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.”

- 1. Purpose.** Lamar University (University) provides an educational strategy whereby students complement their academic preparation with direct practical experience. The effort to combine a productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students.
- 2. Responsibilities.** To help insure the interests and promote the benefits of an internship arrangement for all parties involved, the University has developed this memorandum of understanding to describe the mutual responsibilities between the University and your organization: \_\_\_\_\_ hereafter named as "Entity".

**A. Responsibilities of the University**

1. Encourage the student's productive contribution to the overall mission of the Entity;
2. Certify the student's academic eligibility to participate in an internship assignment;
3. Establish guidelines and standards for the conduct of its program and to make these available to the Entity;
4. Designate a campus-based advisor to assist the student in setting learning objectives, to confer with Entity personnel, to monitor the student's progress, and to evaluate the academic performance of the student;
5. Maintain communication with the Entity and to clarify University policies and procedures;
6. Maintain the confidentiality of any information obtained about the Entity to the extent permitted by law;
7. Require student to carry professional liability insurance as may be reasonably required, for each participating student;
8. Inform students prior to the internship that the student is not entitled to unemployment compensation benefits upon completion of the internship experience; and
9. Enforce any additional rules and procedures that are mutually agreed upon in advance in writing between the University and the Entity.

**B. Responsibilities of the Entity**

1. Encourage and support the learning aspect of the student's internship assignment;
2. Designate an employee to serve as student advisor with responsibilities to help orient the student to the Entity and its culture, to assist in the development of learning objectives, to confer regularly with the student and his/her campus-based advisor, and to monitor progress of the student;
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging;
4. Make available equipment, supplies, and space necessary for the student to perform his/her duties;
5. Provide safe working facilities, and facilities free from all forms of harassment;
6. Will not displace regular workers with students secured through internship referral;
7. Notify University personnel of any changes in the student's work status, schedule or performance;
8. Allow campus-based advisor to conduct at least one visit to the work site to confer with the student and his/her supervisor;
9. Provide two written appraisals of the student's performance (provided by the Internship Center midway and at the end of the internship);
10. Communicate Entity policies and standards to University personnel; and
11. Maintain worker's compensation and employee's liability insurance as required by the state in which the Entity is located.

**Objectives**

- A. To further collaboration between Lamar University and \_\_\_\_\_ through shared projects, joint research and studies, and partnership in the area of \_\_\_\_\_.
- B. To promote the exchange of knowledge and opportunities in the area of \_\_\_\_\_.
- C. To encourage research and training in \_\_\_\_\_.

**Parties Representatives**

The officials who will have the responsibility in coordinating the academic objectives of this MOU for the Parties are:

For: Lamar University:	For: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
Phone: _____	Phone: _____

**Terms of Internship Agreement.** An internship arrangement for each student will generally continue for the duration of one academic semester, summer session, or a period agreed upon by the Entity and the University. The term for this internship arrangement is for \_\_\_\_\_ which will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

The University may terminate the internship arrangement for any student not complying with university guidelines and procedures for the internship program. If possible, Entity will be notified in advance of such termination.

The Entity shall have the authority to immediately remove any student who fails to comply with the Entity’s policies and procedures. If such removal occurs, the Entity shall immediately notify the university coordinator in writing.

**Intellectual Property Issues:** Any intellectual property matters that arise from the collaboration shall be governed by the Texas State University System Rules and Regulations and the Lamar University Policies.

**Entire Agreement:** This MOU contains the entire understanding of Parties.

**Nondiscrimination.** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all Lamar University and Texas State University System Policies and, federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

**Miscellaneous.** This MOU may not be amended or otherwise modified except by the written agreement of both Parties. Neither Party may assign this MOU without the other Party’s prior written consent. The invalidity or unenforceability of any provision(s) of this MOU will not impair the validity and enforceability of the remaining provisions.

**Hold Harmless.** Entity agrees to hold University harmless for property damage (including equipment), personal injury (including death) or claim or cause of action by a third party or a student occasioned by the action of any student or third party during the term of the Internship. Entity assumes the responsibility of supervision and management of students as stated above in Section 2.B. “Responsibilities of the Entity.”

Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party. However, Students participating in the internship arrangement at the time of termination will be allowed to complete the semester assignment.

*In witness whereof*, the Parties have caused their fully authorized representatives to execute this MOU effective as of the date written above.

**FOR: LAMAR UNIVERSITY**

**FOR:** \_\_\_\_\_

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

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

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

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

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

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