



**COOPERATIVE EDUCATION & INTERNSHIP PROGRAM
MEMORANDUM OF UNDERSTANDING - DOCUMENT OVERVIEW**

Purpose of Cooperative Education/ Internship MOU:

The following Memorandum of Understanding (MOU) was created by the University System of Georgia (USG) for use as a standard agreement between departments at USG institutions and corporate entities, agencies, and organizations that employ students in internship, co-op, and other experiential learning opportunities.

The overall purpose of this MOU document is to define the relationship between the College of Engineering and our valued co-op/internship employers, and to ensure high quality experiences for both students and employers. The Memorandum of Understanding communicates the roles, expectations, and responsibilities for both the College of Engineering and the employing organization.

The MOU is not specific to a student. It is an agreement between UGA and the Employer/ Organization for the period of time indicated on the last page. If the organization signs the MOU for only the period of time of the specific student's co-op rotation/ internship, then a new MOU must be completed for each co-op/intern. The employer can sign the MOU for up to three years in which case a new one will not be needed until that period ends. We ask that co-op/internship employers sign for a minimum of one year. This does NOT obligate them to hire future co-op/internship students.

Please note:

- *The Memorandum of Understanding is a formalized agreement, but is not a legally binding contract. This MOU does not, in any way, alter the legal rights or obligations of either party.*

Rationale for College of Engineering MOU Requirement:

Similar MOU documents are now required for all experiential learning opportunities (internships, co-ops, service learning, research, etc.) at the University of Georgia where a student is: 1. working for an organization or corporation outside of the university, and 2. receiving academic credit for their experience.

For the College of Engineering specifically, it is necessary to have the MOU documentation in place for students enrolled in the Cooperative Education Program for the following reasons:

- *Family Educational Rights and Privacy Act (FERPA) Compliance*
By Federal Law (20 U.S.C. § 1232g; 34 CFR Part 99), educational institutions are prohibited from sharing information regarding students' educational records and progress. Because students in the Cooperative Education Program are receiving academic credit for their work experience, it is necessary for the College of Engineering to be able to communicate with the employing organization and the student's supervisor regarding their performance in the Co-Op Program and corresponding academic course (ENGR 3910). Having a completed Memorandum of Understanding on file with employers allows us to communicate about students' participation in the co-op program, while ensuring FERPA compliance.
- *Communication of expectations and requirements around Equal Opportunity and Non-Discrimination and Anti-Harassment*
- *Accreditation Documentation*
The MOU allows the College of Engineering to document that the co-op/ internship experience meets the academic requirements and standards set forth by our engineering accrediting body, ABET.

If your organization would like to request changes or additions to this document, or if you have questions about the MOU, please contact Lauren Anglin, Director of Experiential Learning & Outreach at lauren.anglin@uga.edu.



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
THE UNIVERSITY OF GEORGIA COLLEGE OF ENGINEERING
AND**

(Name of Facility)

This is a Memorandum of Understanding on the part of the _____, hereinafter referred to as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia College of Engineering, hereinafter referred to as "University".

A. PURPOSE

- (1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality learning experiences for students in the College of Engineering, while at the same time enhancing the resources available to the Facility for the providing of care to its clients.
- (2) Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or to any third party.

B. GENERAL UNDERSTANDING

- (1) The internship (i.e., programs) to be provided will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending dates for each program shall be agreed upon at least one month before the program commences.
- (2) The number of students designated for participation in a program will be mutually determined by agreement of the parties and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.
- (3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, genetic information, age, disability, or veteran's status in either the selection of students for participation in the program, or as to any aspect of the training; 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 student's effective participation in the program.

C. FACILITY RESPONSIBILITIES

- (1) The Facility will retain responsibility for the care of the Facility's clients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of Facility's clients.

- (2) The Facility will provide adequate facilities for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.
- (3) The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with programs.
- (4) Facility hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. The University will obtain consents for the purpose of the internship. Facility staff shall, upon request and in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, assist the University in the evaluation of the learning and performance of participating students.
- (5) The Facility shall provide for the orientation of both University faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
- (6) All medical or health care (emergency or otherwise) that a student or University faculty member receives at the Facility will be at the expense of the individual involved.

D. UNIVERSITY RESPONSIBILITIES

- (1) The University will use its best efforts to see that students selected for participation in the training program are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.
- (2) Prior to the commencement of a training program, the University will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
- (3) The University will use its best efforts to see that the training programs at the Facility are conducted in such a manner as to enhance client care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a program.
- (4) The University will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately licensed and will keep evidence of the licensure of all assigned faculty on file with the Facility at all times.
- (5) If requested by the facility, the University will inform all participating students and faculty members to show proof of liability insurance or coverage in amounts satisfactory to the Facility and to provide evidence of such insurance upon request of the Facility.
- (6) The University will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:
 - a. To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.
 - b. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
 - c. To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
 - d. To conform to the standards and practices established by the University while training at the Facility.
 - e. To the extent permitted by law, keep in confidence all personal information pertaining to particular clients.

E. MUTUAL RESPONSIBILITIES

- (1) The parties will work together to maintain an environment of quality learning experiences and quality client care. At the insistence of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated training programs.
- (2) The University and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the training unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
- (3) Neither party is an agent, employee or servant of the other. The Regents, University, and the Facility acknowledge and agree that student participants in the training are not employees of the Regents, University, or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Regents, University, or the Facility.
- (4) Unless sooner canceled as provided below, the term of this affiliation for training shall be _____, commencing on the date of last execution. This working relationship and affiliation may be renewed by mutual written consent of the parties. This agreement may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.

AGREED TO BY:

Name of Facility

Facility Official

Date

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
THE UNIVERSITY OF GEORGIA
COLLEGE OF ENGINEERING

Dr. Donald J. Leo, Dean

Date