

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
St. Cloud State University

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud State University, St. Cloud, Minnesota (“the University”) and [Facility Name], [City], [State] (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the University and to identify the responsibilities of the University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The University has been given authority to enter into Agreements regarding academic programs; and
2. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the University; and
3. The University and the Facility want to cooperate to furnish a training experience at the Facility for students of the University.

B. RESPONSIBILITIES OF EACH PARTY

1. **The University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student’s occupational goals and meet any applicable requirements.
 - b. discuss the student’s performance and progress with the student and any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student’s participation.
 - d. assist in the evaluation process of the student’s performance in the training experience.
2. **The Facility agrees to:**
 - a. cooperate with the University in providing a mutually agreeable training experience at the Facility that supports the student’s educational and occupational goals.

- b. consult with the University about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from (Month/day), 20(Year) or when fully executed, and shall remain in effect until (Month/day), 20(Year). This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either University or the Facility to the other party.
- b. The Facility is not required to reimburse the University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the University's written and

electronic information as public, private or confidential. Except as otherwise provided in law or University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the University, the Facility agrees to immediately notify the University. The University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (before the student begins the training experience/internship at the Facility).

11. NON-DISCRIMINATION

The Facility recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and University.

FACILITY

**Minnesota State Colleges and Universities
St. Cloud State University**

Name: _____

Name: _____

Signature: _____

Signature: _____

Authorized Facility Representative

Authorized University Representative

Title: _____

Title: _____

Date: _____

Date: _____