

INTERNSHIP/EXPERIENTIAL LEARNING OPPORTUNITY

AGREEMENT

Internships/Experiential Learning Opportunities ("Internships") are increasingly integral to the student educational experience. This Internship/Experiential Learning Opportunity Agreement and procedure ("Agreement") for the City University of New York, New York City College of Technology ("College") is designed to assure all parties to the arrangement have the same understanding with respect to the terms of the Internship, and that appropriate procedure is in place to flag and address any questions that may arise.

The Student Intern, the College (which includes the Course Instructor or the Internship Coordinator, and the College Representative) and the Internship Provider (which includes the Internship Provider Representative and the Internship Provider Contact) are all parties to the Agreement, and all parties must execute the Agreement. In addition, the College Representative should assure that the Professional Development Center is made aware of and given the opportunity to provide input on each Agreement that is entered into on behalf of the College.

The Student Intern and/or the Course Instructor, Internship Coordinator or College Representative should speak with the Internship Provider Representative to obtain the information necessary to complete this Agreement.

I. Parties

This Internship/Experiential Learning Opportunity Agreement ("Agreement") articulates the understanding between the Student Intern, College and Internship Provider, and is entered into on behalf of any/all of their parent companies, agents and official representatives (the "Parties").

| Student Intern: | | EMPLID: | | | |
|--------------------------------------|------------------------|--------------|-------|-----|--|
| Student Intern: Print Full Name | | | | | |
| Address: | | | | | |
| Address: Number and Street and Apt. | | Town or City | State | Zip | |
| Telephone: | _ Email Address: | | | | |
| If under 18: | | | | | |
| Student Intern's Parent or Guardian: | | | | | |
| | Print First and L | ast Name | | | |
| Address: | | | | | |
| Number and Street and Apt. | | Town or City | State | Zip | |
| Telephone: | _ Email Address: | | | | |
| College Representative: | | | | | |
| Print Full N | ame | | Title | | |
| Telephone: | _ Email Address: | | | | |
| Internship Provider: | | | | | |
| Print Name | of Organization/Entity | | | | |
| Address: | | | | | |
| Number and Street | | Town or City | State | Zip | |

| Internship Provider Representative: Print Full Name | | Title | | | | |
|---|---------------------|-----------------------------------|--|--|--|--|
| Telephone: Email Address: _ | | | | | | |
| II. Purpose/Description of Internship | | | | | | |
| Whereas, Internship Provider desires to offer, and Student Intern desires to accept an Internship/Experiential Learning Opportunity which provides a learning experience primarily beneficial to Student Intern and integrally related to Student Intern's overall educational experience ("Internship"); and | | | | | | |
| Whereas College seeks to support such Internship; | | | | | | |
| This Agreement outlines the mutually agreed upon terms in connection with such Internship (including the obligations of, the relationship between, and the procedures and the resources available to the Parties). | | | | | | |
| Type of Internship (check all that apply): | | | | | | |
| Credit Bearing; Non-Credit Bearing; Public | ; Private | ; Not-for-profit | | | | |
| Course title and number associated with Internship (if application) | ole): | | | | | |
| Term of the Internship: From to | for | hours/week in accordance with the | | | | |
| following weekly schedule (which accommodates the Student | Intern's academic | commitments): | | | | |
| Course Instructor (if associated with Course title/number) or In | iternship Coordina | t or (as applicable): | | | | |
| Print Name: | Print Title: | | | | | |
| Telephone: Email Address: _ | | | | | | |
| Internship Provider Contact (if different from Representative): | | | | | | |
| Print Name: | Print Title: | | | | | |
| Telephone: Email Address: _ | | | | | | |
| Description of Internship (including anticipated role, experience | e and/or training): | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Learning objectives of Internship (including practical skill development in real world setting; and/or how the Internship relates to the Student Intern's formal education program/overall educational experience): | | | | | | |
| | | | | | | |
| | | | | | | |

Criteria and responsibility for evaluating and grading the Student Intern (Internship Provider role in providing feedback to College and Student Intern; Course Instructor or Internship Coordinator role; manner of providing guidance such as paper, logs, reading list) are:

| Meetings between Student Intern and Internship Provider Contact as follows: (indicate frequency of cover, etc.) | meetings, topics to |
|--|---------------------|
| | |
| | |
| Meetings between Student Intern and College Instructor (if associated with Course Number) or College Instruc | ege Internship |
| | |
| | |
| Does Internship Provider require Student Intern to be subject to and/or to execute a separate interns | ship related |
| agreement or policy? Yes: No: (If yes, please attach) | |

III. Parties' Responsibilities with Respect to Internship

- A. The Student Intern acknowledges, understands and agrees as follows:
 - That the Internship (even if it includes actual operations for the Internship Provider) is provided for the primary benefit of the Student Intern as experiential training related to his/her overall educational experience.
 - That he/she will perform all responsibilities to the best of his/her ability and abide by all applicable policies, practices and procedures associated with the Internship Placement, including those of Internship Provider and College. This includes:
 - a. attending any/all required meetings with and/or submitting any/all materials/reports to be prepared for Internship;
 - complying with all terms, conditions, rules, regulations and/or standards of conduct (policies, practices and procedures) associated with the Internship Provider, the College's Internship Program (if applicable), and with being a student at College;
 - undergoing any and all training that Internship Provider deems necessary to safely and efficiently perform Student Intern's responsibilities;
 - d. demonstrating honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
 - 3. That he/she will immediately seek direction and/or guidance from the internship Provider Contact and/or the College Instructor or the Internship Coordinator (as appropriate), and that this obligates him/her to notify all appropriate Parties:
 - a. of any concern that the Internship Placement is inconsistent with the terms of this Agreement (including that the Intern is not the primary beneficiary of the Internship, or that the responsibilities of the Internship are not providing a beneficial learning opportunity for the Student Intern);
 - b. of any inappropriate conduct toward Student Intern in connection with Internship Placement;
 - c. of any concern that Student Intern believes requires the intervention of the Parties.

- 4. That, he/she is not an employee or agent of Internship Provider or College, and is not entitled to any wages or employment related benefits.
- 5. That there is no expectation of or entitlement to compensation during the Internship Placement, or to paid employment with the Internship Provider or College upon conclusion of the Internship Placement.
- 6. That the provision of a stipend, reimbursement for travel expenses or other remuneration by Internship Provider or College does not constitute or entitle Student to employment, wages or any other employment related benefits.
- 7. That irrespective of whether the internship Placement is required for any College related program or course, neither the College nor the Internship Placement are under any obligation to substitute another Internship Placement to Student Intern should this Internship Placement be terminated either voluntarily or involuntarily, before completion.
- 8. To the extent Student Intern is performing professional services associated with certain Student Intern will purchase appropriate professional insurance.

B. Internship Provider acknowledges, understands and agrees as follows:

- 1. That it will comply with all applicable provisions of local, state, and federal laws, statutes, rules, regulations and College policies including, but not limited to, all applicable labor and employment laws prohibiting unlawful discrimination on the basis of any protected status including race, color, national origin, religion, sex, age, disability, marital status, veteran status, or sexual orientation, and wage and hour obligations, including (but not limited to) those associated with provision of student internships.
- 2. That if it requires Student Intern to execute a separate internship related agreement, it will provide such agreement to the other Parties in advance of requiring execution.
- 3. That it is responsible for the daily interactions with the Student Intern, including providing assignments appropriate for this Internship Placement, and providing input, guidance and feedback to the Student Intern consistent with this Agreement.
- That it will meet regularly with the Student Intern to provide the assignments and feedback as outlined above.
- 5. That it will notify Student Intern and/or College Instructor or College Internship Coordinator of any concerns regarding Student Intern's performance and/or conduct, and/or the administration of the Internship Placement, and will work with all Parties to address such issues rather than terminate the Student Intern's Internship Placement if at all possible.
- 6. That it will be available to the Student Intern and the College to address or refer concerns about the performance and/or conduct of the Student Intern and/or administration of the Internship.
- 7. That it will maintain and provide a safe environment and provide a full orientation and complete information about safety, rules, and regulations at the internship site.

C. College acknowledges, understands and agrees as follows:

- That it is responsible for any College assignments, input, guidance, feedback, grading, maintenance of records and administration associated with the course and/or other College program associated with the Internship.
- 2. That it shall meet regularly with the Student Intern to provide the assignments and feedback as outlined above.
- That it will be available to the Student Intern, the Internship Provider and/or the Internship Provider Contact
 to address or refer concerns about the performance and/or conduct of the Student Intern and/or
 administration of the Internship.

D. Terms applicable to all parties:

While the Parties reserve the right to terminate the Agreement and the Student Intern's Internship at will, it
is expressly agreed and understood that any concerns that the College, the Internship Provider and/or the
Student Intern have that require intervention will be immediately communicated to the other Parties and

every effort will be made to resolve the issue rather than terminate the Agreement and the Student Intern's Internship.

- This Agreement may be modified in writing, making specific reference to this Agreement and executed by authorized representatives of the Parties.
- 3. Neither the Internship Provider nor the College are required to pay any stipend or other monetary consideration to Student Intern or any other Party to this Agreement. This does not in any way preclude the Internship Provider or College from paying a stipend or other monetary consideration to Student Intern, and it is understood and agreed that any such payment will not render the Internship an employment relationship.
- 4. This Agreement itself does not establish an employment or agency relationship between any Student Intern and the Internship Provider or College, or between the College and the Internship Provider. It is understood that the Student Internship does not create an expectation or an entitlement to an offer of employment upon the conclusion of the Internship. This does not in any way preclude the Internship Provider from independently offering and entering into an employment relationship with Student Intern during or after the Internship.

IV. Applicable Law

- This Agreement shall be governed by, construed and enforced in accordance with the laws of New York State. The Parties recognize and accept that New York State shall have jurisdiction and venue for any disputes under this Agreement.
- This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Parties hereto.
- This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, executed by each of the Parties.

IN WITNESS WHEREOF,

STUDENT INTERN

The Parties have read and agree to the above statements and guidelines relevant to the program at College and placement of Intern.

AGREED TO AND ACCEPTED BY:

| Signature: | | Date: |
|---|-----------------------|-----------|
| If Student is under 18 years of age, his/her parent o | or guardian shall siç | gn below: |
| Parent/Guardian (Print): | _ | |
| Signature: | | Date: |
| INTERNSHIP PROVIDER REPRESENTATIVE | | |
| Signature: | | Date: |
| Print Name: | _ Print Title: | |
| COLLEGE REPRESENTATIVE | | |
| Signature: | | Date: |
| Print Name: | Print Title: | |