

STUDY ABROAD

STUDENT INTERNSHIP FOREIGN PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Parties effective as of this _____ day of _____, 20

WITNESSETH: that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

I. PARTIES:

UNIVERSITY:

The Board of Trustees of Western Michigan University, **HEREINAFTER REFERRED TO AS "UNIVERSITY"**

CONTACT NAME: Dr. Jane Blyth, Director of Study Abroad and Global Program Development
Haenicke Institute for Global Education, Western Michigan University, 2425 Ellsworth Hall,
Kalamazoo, MI 49008-5245, USA, phone: +1-269-387-5890 fax: +1-269-387-0630
jane.blyth@wmich.edu <http://international.wmich.edu>

EMPLOYER:

FULL LEGAL NAME OF EMPLOYER:

TYPE OF BUSINESS: _____
COUNTRY OF BUSINESS REGISTRATION: _
BUSINESS ADDRESS: _____
CITY, STATE, POSTAL CODE: _____
FEIN or TAX ID#: _____
CONTACT NAME: _____
DEPARTMENT: _____ TELE: _____
FAX: _____ EMAIL: _____

STUDENT INTERN:

Name:
WINID#:
Address:
Phone:

Fax:

e-mail:

Degree program:

Class status:

PLACE WHERE THE INTERNSHIP WILL BE PERFORMED:

CONTRACT DATES: from _____ to _____

II. TERMS AND CONDITIONS

1. **Definitions.** The following definitions apply.

- a. "Internship" means a program of study for University credit as part of University course or degree requirements, conducted in cooperation with the EMPLOYER, whereby Students/Interns receive supervised work experience in a professional setting. Whether the Interns are paid compensation for services rendered to EMPLOYER is subject to agreement between the Intern and EMPLOYER, but this Agreement shall apply regardless of compensation.
- b. "Site Supervisor" means that person employed or retained by the EMPLOYER responsible for the EMPLOYER's administration of the Internship..
- c. "Intern" means a person enrolled in the University who is to perform the Internship.
- d. "University Supervisor" means the person employed or retained by the University who is responsible for the University's administration of this Internship..

2. **Purpose.**

- a. The University is a Carnegie Doctoral/Research University-Extensive University offering many programs in research, teaching, public service, and extension.
- b. As part of the University's educational requirements/mission or as required for the award of a degree in particular areas of study, Students must/may complete supervised experience, such as this Internship.
- c. The EMPLOYER has facilities and professional staff appropriate for this Internship.
- d. By entering into this Agreement, the parties hereto agree that the Intern placed pursuant to this agreement shall be an employee of the EMPLOYER's for any and all purposes, without regard to whether the Intern receives compensation for the internship. EMPLOYER shall assume and have all benefits, risks, and liability that arise from the employer/employee relationship.

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3. **Term.** The term of this Agreement shall be from the date the Intern begins the Internship until completion or early termination of the Internship.
4. **The EMPLOYER's Obligations.**
 - a. The EMPLOYER shall have sole authority and control over all aspects of those activities wherein Interns may be engaged in any business operations on behalf of EMPLOYER. .
 - b. The EMPLOYER shall, in consultation with appropriate University faculty and the University Supervisor, designate those tasks that Interns may be assigned for their Internship. The EMPLOYER shall determine the dates of Intern assignments for specific duties related to the Internship.
 - c. The EMPLOYER hereby agrees to orient Interns to the EMPLOYER's applicable policies and procedures.
 - d. The EMPLOYER, in its discretion, may at any time exclude from participation hereunder and release from an Internship any Intern whose performance is determined to be detrimental to the EMPLOYER's business operations, who fails to comply with proper channels of communication or the EMPLOYER's established policies and procedures, or whose performance is otherwise unsatisfactory.
 - e. The EMPLOYER shall contribute in the evaluation of Interns as may be requested by the University Supervisor. The EMPLOYER shall submit at least two evaluations of the Intern during the Internship. The EMPLOYER shall keep confidential any records or documents received or generated regarding the Intern and shall use such materials only for the internal, operational use of the EMPLOYER unless otherwise required by law.
 - f. EMPLOYER will bear the cost of any professional travel expenses required in association with the tasks assigned to the Intern.
5. **The University's Obligations.**
 - a. The University shall ensure that all Interns have completed all applicable prerequisite courses and any other requirements necessary prior to Internship placement.
 - b. The University will inform Interns of the Interns' responsibility to provide any transportation, meals, and lodging related to the Internship.
6. **Liability and Insurance.**

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- a. EMPLOYER shall provide all workers' benefits insurance coverage including programs such as, but not limited to, workers' compensation insurance, safety compliance programs and worker welfare programs.
- b. EMPLOYER shall provide any required liability insurance for the Intern as an employee. Each Party shall provide indemnification for the negligent, grossly negligent, or intentional acts of its employees or agents that give rise to any liability claims.
- c. EMPLOYER shall bear the cost of any Internship specific training required.
- d. Intern health insurance will be provided by University in the form of the University Study Abroad Risk Management Plan, including health and emergency insurance.

7. International Considerations.

- a. **Legal Compliance.** EMPLOYER will counsel the Intern with regard to the law of the host country with regard to the essential duties and functions the Intern is to execute. EMPLOYER will assume the responsibility of conducting the Internship in compliance with all applicable laws, regulations, and rules of the host country.
8. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Michigan, and any legal action concerning the provisions hereof shall be brought in the Court of Claims for the State of Michigan.
9. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
10. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
11. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, or disability.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning any subject matter of this Agreement. While not a part of this agreement, it is highly recommended that the parties review the European Association for International Education Codes and Practices for International Student - Trainees (for Student, Higher Education Institutions, Employers, and Trainee) <http://www.eaie.org/SWING/preamble.asp> and that all parties involved in this Internship adhere to the codes and standards as a model of behavior.

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13. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
14. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
15. **Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

University:

Attn: _____
College of _____

Tel: _____
Fax: _____
e-mail: _____

EMPLOYER:

Tel: _____
Fax: _____
e-mail: _____

16. **Exhibits.** If checked, the following exhibits are attached and hereby made a part of this Agreement:

- Exhibit A:** description of internship assignment
 Exhibit B: approval of WMU academic credit
 Exhibit C: EAIE Codes and Practices for International Student – Trainees
 Exhibit D: _____

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IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year written first above.

EMPLOYER:

Full Legal Name of Contracting Entity

Signature
Authorized Representative

Name

Title

Address

Phone

Fax

e-mail

UNIVERSITY:

Signature: Haenicke Institute for Global Education

Name Dr. Jane Blyth

Title Director of Study Abroad and Global Program Development

Address 2425 Ellsworth WMU Kalamazoo, MI 49008-5245

Phone +1-269-387-5890

Fax +1-269-387-0630

e-mail jane.blyth@wmich.edu

Signature
WMU Academic Department

Name

Title

Address

Phone

Fax

e-mail

NB: international internship contracts shall be signed by the Haenicke Institute for Global Education internships for risk management purposes. This contract may include additional signature from academic department chair.

EXHIBIT A:

Description of Student Intern Assignment
Contact info for worksite supervisor
Details of employment

In exhibit A, please outline the mission that will be assigned to the student intern. Please give full contact information for the intern's direct supervisor and clarify other aspects of the employment relationship, e.g. compensation, travel expenses, hours of presence, etc.

If the employer has a previously established form for this purpose, it may be used here. Alternatively, the parties may complete the international student – trainee agreement form model attached in exhibit C. this form was developed by SWING (Stage, work placement and Internship Group), which is a Professional Section of the European Association for international Education (EAIE). You may also download this form at <http://www.eaie.org/SWING/preamble.asp>

EXHIBIT B:

APPROVAL FOR WMU CREDIT

The student will provide written approval of WMU credit signed by the instructor of record &/or the department chair. The instructor of record may stipulate any requirements for evaluation and deadlines.

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EXHIBIT C:

**Model Guidelines for Good Practice in International Work Placements
EAIE - SWING**

<http://www.eaie.org/SWING/preamble.asp>

separate file – 13 pages