

**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 AGRICULTURAL
AND ENVIRONMENTAL SCIENCES AND**

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 Agricultural and Environmental Sciences, 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 University's College of Agricultural and Environmental Sciences, while at the same time enhancing the resources available to the Facility for the providing of services 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 assigned to the Facility, or to any third party.

B. GENERAL UNDERSTANDING

- (1) The internship program 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 an applied education 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 educational 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.

In the event the Facility becomes aware of an incident involving harassment, discrimination, or sexual violence and any Institution student, it will promptly conduct a fair, impartial investigation into the incident to respond to and eliminate any harassment, discrimination, or sexual violence, and to remediate its effects. Facility agrees that to the extent permitted by law, it will notify the Institution of the outcome of any investigation involving Institution students. Further, the Facility and its employees will reasonably

cooperate with any Institution investigation into the incident pursuant to the Institution's Non-Discrimination and Anti-Harassment Policy and Sexual Misconduct Policy.

C. FACILITY RESPONSIBILITIES

- (1) The Facility will retain responsibility for its 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 provisions of services, direct and indirect, to the 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) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students.
- (4) The Facility shall provide for the orientation of participating students as to the philosophies, rules, regulations and policies of the Facility.
- (5) All medical or health care (emergency or otherwise) that a student or University faculty member receives 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 internship program are prepared for effective participation in the program. The University will retain ultimate responsibility for the education of its students.
- (2) Prior to the commencement of an internship 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 internship 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) At the request of the Facility, the University will inform all participating students of the Facility's requirement 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.
- (5) 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 keep in confidence all information pertaining to particular clients if required by the Facility.

E. MUTUAL RESPONSIBILITIES

- (1) The parties will work together to maintain an environment of quality applied 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 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 shall be three (3) years, commencing upon 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 program.

AGREED TO BY:

NAME OF FACILITY:

THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE
UNIVERSITY OF GEORGIA
COLLEGE OF AGRICULTURAL AND
ENVIRONMENTAL SCIENCES

Signature of Authorized Official

Nick T. Place, Dean & Director

Name (Printed or typed)

Date

Title

Date