*This template is not legal advice of the Administration for Community Living or its Nutrition and Aging Resource Center. Programs should work with their legal and/or contracts departments on any and all agreements.*

MEMORANDUM OF UNDERSTANDING

Between

[Aging Services Organization Name]

AND

[College, School, or University Name]

This Memorandum of Understanding (“MOU”) is between [Aging Services Organization Name]

(“Learning Site”) and the [College, School, or University Name] (“Education Partner”).

The purpose of this MOU is to develop a mutually beneficial partnership between the Learning Site and the Education Partner in regard to internships, co-ops, volunteering, service, service-learning, and other educational and learning experiences. Students from many disciplines will find opportunities for hands-on learning experiences with the Learning Site. The Learning Site is interested in working with students majoring in the following areas: nutrition, gerontology, social work, public health, hospitality or foodservice management, and nursing.

In consideration of the mutual promises set forth below, the Learning Site and Education Partner (“parties”) agree as follows:

# Education Partner Responsibilities

1. The Education Partner will ensure the student’s field of study and professional interests are appropriately addressed in the experiences planned with the Learning Site.
2. Placements will be coordinated in advance to allow the Learning Site adequate time to prepare enriching and beneficial experiences for the intern as well as the Learning Site.
   1. The Education Partner representative (e.g., internship directors and professors) may coordinate for a single student or a small rotation of students that will work with the Learning Site for [time period]. Coordination will occur at least two months in advance of starting with the [appropriate staff] at the Learning Site.
   2. In addition, the Education Partner representative may coordinate for a class to volunteer for short durations of [time period] over the course of a month, semester, or quarter. Arrangements for this type of experience will occur with the [appropriate staff] at least one month in advance.
3. The Education Partner will advise the student(s) of their responsibility to:
   1. Participate in all training required by the Learning Site.
   2. Exhibit professional, ethical, and appropriate behavior when at the Learning Site.
   3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
   4. Abide by the Learning Site’s rules and standards of conduct.
   5. Abide by the Education Partner’s student code of conduct.
   6. Maintain the confidentiality of the Learning Site’s proprietary information, records, and information concerning its clients.

# Learning Site Responsibilities

1. Provide an orientation that includes:
   1. A site tour and an introduction to key staff.
   2. A description of the characteristics of and risks associated with the Learning Site’s operations, services, and clients.
   3. A briefing on safety policies and emergency procedures.
   4. Information detailing how students check in and how they log their time.
   5. Expectations for behavior on-site and when using social media.
2. Provide appropriate training, equipment, materials, and workspace for students prior to performing any assigned tasks or working with the Learning Site’s clients.
3. Verify that the student has the appropriate documentation to participate at the site (such as required background or health checks) and maintain the confidentiality of any results as required by federal and state law.
4. Participate in the evaluation of the student if requested by the Education Partner and contact the Education Partner if the student fails to perform assigned tasks or engages in misconduct.
5. Notify the Education Partner as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
6. The Learning Site may dismiss a student if the student violates its standards of conduct, mission, or goals. The Learning Site will document its rationale for terminating a student and provide the Education Partner with a copy of the rationale upon request.
7. For internships, and co-ops, the Learning Site will identify the student’s supervisor or preceptor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify hours, and give feedback. In addition, the Learning Site will provide student with a written description of the student’s tasks and job responsibilities in collaboration with Education Partner faculty and supervisor.

# General Provisions

1. This MOU will become effective beginning on the day after the last party signed, or as indicated in this MOU. This MOU will be reviewed annually on or around the anniversary of its effective date. This MOU may only be modified by the written agreement of both parties, and duly signed by their authorized representative.
2. This MOU may be terminated by either party after giving the other party 30 days’ written notice of the intent to terminate. If the Learning Site terminates this MOU, it will permit any student working at the Learning Site at the time of termination the ability to complete their work.
3. This MOU does not document nor provide for the exchange of funds between the Learning Site and the Education Partner, nor does it make a commitment of funds or resources.
4. The Learning Site and the Education Partner will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
5. While participating in a learning activity at the Learning Site, students are not officers, employees, or agents of the Education Partner or the Learning Site.
6. The Education Partner and the Learning Site agree to follow all applicable federal, state, and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
7. Persons signing this MOU do so as official representatives of the Education Partner and Learning Site and assume no personal liability.
8. The Learning Site's [appropriate staff] and Education Partner’s [appropriate office] will inform each other of any lawsuit which is threatened, or any event which causes or contributes to injury or death, and could result in a lawsuit, if an Education Partner student is involved.
9. The Learning Site’s administrator may be asked to provide authorization for the use of photographs or other media to promote the collaboration of the Learning Site and the Education Partner.
10. Internship, externship, practicum, or co-op placements include actual operational activities at the Learning Site's facilities. The student will have the opportunity to gain further insight into operations from the supervisor or preceptor to further their academic or professional training.
11. Any learning experience is for the benefit of the students and is not intended to displace regular employees. Interns and co-op students are not entitled to a job at the conclusion of their Learning Site experience.
12. The Education Partner (including its officers, agents, or employees) nor the Learning Site assume any financial responsibility in the event a student is injured or becomes ill as a result of their participation in a learning activity at the Learning Site.
13. Students are not entitled to workers’ compensation benefits for any injury sustained during the learning activity. Workplace safety is the responsibility of the Learning Site. The Learning Site will take reasonable measures to provide a safe and secure workplace in accordance with Occupational Safety and Health Administration rules and regulations.
14. The intellectual property rights of work performed by students will be governed by any agreements signed between the intern (or co-op student) and the Learning Site as well as relevant state and federal law.
15. This MOU does not preclude the parties from entering into other agreements regarding mutually beneficial activities related to providing nutrition services that promote the health and well-being of older adults. Areas of cooperation, such as laboratory facilities, applied research, collaboration on research grants or other grants and studies, will be covered by supplemental agreements governing all areas of cooperation under this MOU. These agreements will be negotiated and executed separately.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties as of the date last written below.

**Learning Site**

**Authorized Signature**

**Date**

**Printed Name & Title**

**Education Partner**

**Provost Signature**

**Date**

**Printed Name & Title**