

Partner Agreement Instruction Page

Please Note: *This is a generic agreement. The **Internship business/organization must complete ALL items listed below.** Additional sections may be required, depending on the circumstances of the individual site.*

- First Paragraph:
Please enter the **DAY, MONTH, YEAR** of the agreement and **NAME OF BUSINESS/ORGANIZATION**.
- Section B. item 2.d:
Do not leave blank.
Please add any other safety information regarding this business/organization site.
If this section is not applicable, please type "NA".
- Section D.2:
Please enter the name of College/Department faculty internship coordinator
- Business/Organization Signatures:
Hand written Signatures and **typed name** **MUST** be included on all printed sections of the agreement for University approval.
- Initial pages 1 and 3 (located on bottom right hand corner)
- Please print pages 1, 2 and 3.
- Submit completed form to the internship coordinator in the appropriate Cal Poly academic department.

Internship Agreement

California State Polytechnic University, Pomona and Business or Organization

This Agreement entered into this _____ day of _____, _____ between the Trustees of the California State University on behalf of California State Polytechnic University, Pomona, referred to as "university," and _____, referred to as "business or agency."

A. Program Activities

Activities will be accomplished in accordance with a learning plan, reviewed and agreed upon by the student, university and business/organization prior to the start of the experience.

The student will:

1. Participate in all relevant trainings required by the business or agency.
2. Model professional and appropriate behavior when working with clients and when on business/organization site.
3. Support business/organization events that are a part of the internship experience as required by faculty member.
4. Meet the goals of the business/organization and the internship course in which the student is enrolled.

B. Safe and Productive Environment

1. The business/organization will:
 - a. Give student a complete tour of the site, and ensure that student is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
 - b. Ensure that student is aware of the unique nature of the population of the business or agency, and is prepared to work with this population.
 - c. California law may require the business/organization to obtain student's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the business or agency's responsibility to: 1) determine whether such fingerprinting is required; 2) obtain the student's fingerprints; and 3) obtain criminal background clearance from the appropriate agency.
2. University will ensure that student agrees to the following:
 - a. Abide by business/organization rules and regulations while on site and working with business/organization clients.
 - b. Ensure that his/her interactions with clients are safe, positive and productive.
 - c. Support the program and its objectives by providing support for clients or business/organization staff as necessary and agreed upon in the learning plan.
 - d.

Add any other pertinent information regarding specifics of the site (Type "NA" if not applicable)

C. Site Supervision

1. The site supervisor determined at the beginning of the quarter will meet with the student as indicated on the learning plan to update him/her on projects and to provide support. All program staff will support the student as they interact with him/her, and provide guidance and advice as necessary and appropriate. A secondary site supervisor will be responsible for the student in the absence of primary supervisor.
 - a. The business/organization site supervisor and the supervising faculty shall meet as appropriate in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
 - b. The business/organization director or his/her designee will confer with the supervising faculty member prior to the commencement of internship activities.
2. Training & Orientation - business/organization will provide specific training needed by the student prior to his/her working with clients or providing service to the business/organization. Necessary training can be provided through collaboration between business/organization, university, and faculty member.
3. Work Space – student will have an appropriate space at the business/organization site in which to conduct his/her assigned work. Business/organization will provide access and training for any and all equipment necessary for student to fulfill his/her required role.
4. Evaluation – The business/organization site supervisor will fill out survey(s) regarding quality of work that the student provided to the site as agreed upon in the learning plan.

_____ Initial

D. University

The university will assign student to the business/organization via authorized courses, student will provide service to the program as indicated in the learning plan.

1. Training and Reflection - university will provide a training session for student regarding his/her responsibilities.
2. Supervision and Accountability - _____
 (Enter Supervising faculty, college faculty internship coordinator, department faculty internship coordinator) will work with the student, business/organization, and faculty member to meet the expectations and priorities of the business/organization site.

E. Length of Agreement Term

1. Initial Term - This agreement between the University and Business/Agency will become effective as of the date indicated on page one of the agreement for a period of three calendar years.

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by business/organization shall not be effective against any student who at the date of mailing of said notice by business/organization was participating in said program until such student has completed the program as mutually agreed upon.

2. **Renewal Process** – This agreement can be renewed one time for a period of two years. Renewal is based on student feedback, business/organization evaluations, and faculty desire to continue this relationship for the purpose of internships under the conditions that:
 - a. The university and business/organization continue to be committed to actively supporting the goals of the other.
 - b. The student work is meaningful and helps to provide essential support to the business/organization.
 - c. The relationship is consistent with the goals of the business/organization, university, student and the internship course.
3. A renewal process is only appropriate if the department/college that entered into this agreement intends to allow the placement of students at this site for the foreseeable future, or if the university determines that this site can be used for other internship opportunities and that the partnership should be kept up to date with an ongoing MOU.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

BUSINESS/ORGANIZATION

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Authorized Signature

Authorized Signature

Print First/Last name

Debra Garr
Contract Analyst
Procurement & Support Services

Title

Company Address

City, State, Zip

Phone

Email

PRINT PAGES 1, 2 and 3

General Provisions

Indemnification

The business/organization shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State Polytechnic University, Pomona shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the business/organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The business/organization shall procure or maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$ 2,000,000 General Aggregate, as mutually agreed upon for this placement.

The business/organization shall be responsible for Workers' Compensation coverage for Students during this agreement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, business/organization shall comply with any state or federal law applicable to business or agency's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the business/organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Initial