

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND**

This Memorandum of Understanding (“MOU”) is between the University of Kentucky (“University”) and (“Learning Site”).

The purpose of this MOU is to develop a mutually beneficial partnership between the University and the Learning Site as regards internships, coops, volunteering, service, service-learning, and other educational and learning experiences.

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

**1. LEARNING SITE’S RESPONSIBILITIES**

- A. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time. Inform students of expectations for behavior on-site.
- B. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site’s clients.
- C. Verify that the student has the appropriate documentation to participate at the site (i.e., background or health checks appropriate to the site) and maintain the confidentiality of any results as required by federal and state law.
- D. Participate in the evaluation of the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- E. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- F. 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 University with a copy of the rationale upon request.
- G. For internships and co-ops, the Learning Site will identify the student’s supervisor. 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.

- H. For internships and co-ops, the Learning Site will provide student with a written description of the student's tasks and job responsibilities in collaboration with UK faculty and supervisor.
- I. In some instances of higher perceived risk, the Learning Site will be asked to maintain general liability coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate and to provide evidence of coverage upon request.

## **2. UNIVERSITY'S RESPONSIBILITIES**

- A. The University will advise the student(s) of their responsibility to:
  - i. Participate in all training required by the Learning Site.
  - ii. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - iii. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - iv. Abide by the Learning Site's rules and standards of conduct
  - v. Abide by the University of Kentucky Student Code of Conduct.
  - vi. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University (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 his/her participation in a learning activity at the Learning Site.
- C. University is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Claims Commission, KRS 49.010 *et seq* for the recovery of tort claims made against the University, its agents, officers or employees.

## **3. GENERAL PROVISIONS**

- A. This MOU will become effective beginning on the day after last party signed. 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 the parties, duly signed by their authorized representative.
- B. 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 his/her work.
- C. This MOU does not document nor provide for the exchange of funds or manpower between the University and the Learning Site nor does it make a commitment of funds or resources.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

- E. While participating in a learning activity at the Learning Site, students are not officers, employees, or agents of the University or the Learning Site.
- F. Nothing contained in this MOU confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.
- G. The University 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.
- H. Nothing in this MOU contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in the MOU later be credibly alleged, suspected, or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the MOU for a thirty (30) day period. If at the end of this period, no compromise can be reached, the MOU will be terminated.
- I. The Learning Site accepts and understands that the University is a state agency and is required to comply with Kentucky open records law which may require the disclosure of this agreement in the event of an open records request.
- J. Persons signing this MOU do so as official representatives of the University of Kentucky and assume no personal liability.
- K. The Learning Site's administrator and University's Office of Risk Management 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 a University student is involved.
- L. The Learning Site's administrator may be asked to provide authorization of use of photographs or other media to promote the collaboration of the learning site and UK. This release can be found at [http://www.uky.edu/PR/Photo-Image\\_consent\\_form.pdf](http://www.uky.edu/PR/Photo-Image_consent_form.pdf)
- M. Any internship or co-op, even though it includes actual operation at the facilities of the employer, are similar to training which would be given in an educational environment.
- N. Any internship or co-op experience is for the benefit of the intern or co-op and does not displace regular employees. The Learning Site derives no immediate advantage from the activities of any unpaid intern or co-op; and on occasion its operations may actually be impeded.
- O. Interns and co-ops are not necessarily entitled to a job at the conclusion of the co-op internship.
- P. Terms and conditions related to payment or other compensation for students are determined by the Learning Site and the Student.
- Q. Students are not entitled to workers' compensation benefits for any injury sustained during the internship, co-op, service, or 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 OSHA rules and regulations.

- R. Except as may be expressly agreed otherwise in an agreement previously signed by authorized representatives of the parties, (1) all rights to intellectual property (IP) existing before the date of this MOU or conceived or made solely by one party in its performance under this MOU belong to that party, (2) any IP conceived or made jointly under this MOU will belong jointly to the parties and will be confidentially disclosed to the other party, and (3) prior to taking action on joint IP, each party will confidentially discuss with the other the manner and process for protections to be taken with respect to the joint IP, which actions will be consistent with applicable law.

**4. COVID-19**

- A. The Learning Site will adhere to published CDC workplace safety guidelines, including, but not limited to personal health monitoring, wearing masks and other appropriate Personal Protective Equipment (PPE), social distancing, and handwashing.
- B. The University and participating faculty/staff will communicate promptly with the Learning Site regarding any outbreaks of COVID-19 among participating students.
- C. Likewise, the Learning Site will promptly communicate to the University and any participating faculty/staff any COVID-19 outbreaks among their staff or clientele. Both parties will cooperate with contact tracing efforts.

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

**UNIVERSITY OF KENTUCKY**

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Provost Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

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