

University of Oklahoma
Michael F. Price College of Business
CO-OP MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM of UNDERSTANDING (“MOU”) is entered into between the Board of Regents of the University of Oklahoma by and through the Michael F. Price College of Business, (hereinafter called the "University"), and _____ (hereinafter called the "Agency").

The University has students enrolled in **B AD 3700, Section 015** of the University whose education and training would be enhanced by practical educational experiences and desires to use resources of the Agency for its students and the Agency has appropriate resources for such training and desires to make them available for educational purposes.

The parties mutually agree as follows:

I. Joint and General Terms and Conditions.

- A. This MOU shall be effective when fully executed by both parties. The Co-Op shall begin on _____, 20__, and end _____, 20__. Either party may terminate this MOU by giving the other prior written notice of termination of not less than thirty (30) days, or at any time by mutual consent.
- B. The Agency and University shall cooperate in the selection of students in the practical educational and training internship with the Agency (“Co-Op”). The parties shall periodically confer, as needed, about the Co-Op during its term.
- C. Prior to the beginning date, the Agency shall provide the University with a memorandum describing the job and working arrangements including, among other things, the Agency’s expectations, the intern’s/student’s responsibilities and any compensation or work-related benefits to the student.
- D. Neither party shall discriminate against any person by reason of race, color, gender, age, religion, disability, veteran's status, sexual orientation or national or ethnic origin in connection with any aspect of its performance hereunder.
- E. It is mutually agreed that there is no financial obligation on the part of either party to the other and Agency acceptance of a student for a Co-Op does not obligate it to compensate the University or *vice versa*. Any agreement for financial compensation to the student is separate and apart from this MOU.
- F. In order to transmit knowledge gained through the Co-Op, a basic objective of any university, both parties, their students and employees, shall have the right to publish scholarly articles and papers arising out of the Co-Op experience with the Agency; however, each party and their students and employees agree to submit such articles and papers to the other not less than sixty (60) days prior to publication for the purposes of identifying (with reason and in good faith) inaccurate, improper and/or proprietary information contained therein. If no written objections are received within thirty (30) days, any objections are waived and it may be assumed that the articles and papers may be published forthwith.
- G. When circumstances warrant withdrawal or removal of a student from the Co-Op, the parties will first confer to determine appropriate action deemed to be in the best interests of the student and the parties. Either party reserves the right to withdraw/remove a student from a Co-Op for good cause, unrestrictedly including if the Agency is unable to meet the conditions of this MOU or the student violates any substantive policy, rule or regulation of the Agency duly communicated to the student.
- H. Neither party shall use the other’s name in any publications or advertising without the other’s prior written approval.
- I. Each party shall be responsible for its own negligent acts or omissions and those of its employees in accordance with prevailing law.
- J. It shall be assumed that the student will provide his or her own medical, dental, hospitalization and liability insurance. The Agency may provide such coverage, in which case it shall be clearly communicated to the student and University.

- K. It is mutually agreed that Agency shall not be responsible for furnishing room and board to the student.
- L. Access to student records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C.S. §1232 g.

II. University Responsibilities.

- A. The University will designate a faculty member liaison to work with the Agency to help in developing student assignments, training activities and student evaluations.
- B. At the Agency's request, the University may permit faculty to participate as resource persons for Agency activities related to the Co-Op on a limited and discretionary basis.
- C. The University is responsible for the education and academic evaluation of the student and for monitoring the student's learning experiences.
- D. Since the services contemplated by the Agency relate to proprietary Agency information which is of considerable value to the Agency, the University and student agree to hold all work-related information, including without restriction, proprietary maps, letters, memoranda, information from the Agency's files, and all other materials, plans, and conversations specifically concerning the work comprising the services requested of the University and Co-Op student under this MOU ("Confidential Information") strictly confidential while this MOU is in effect and for a period of twelve months after the termination hereof. These confidentiality obligations shall not apply to any Confidential Information: which was in the public domain prior to disclosure or which subsequently comes into the public domain through no fault of recipient; information that recipient can demonstrate was already known or independently developed by recipient; information received in good faith by recipient from a third party; and information that is required to be disclosed by operation of law.
- E. The University shall require its students to agree to follow all reasonable Agency policies, rules, and regulations during the Co-Op of which the student and University are given prior notice according to **Paragraph III(D)**, below.

III. Agency Responsibilities.

- A. The Agency will designate one or more Agency employees, with appropriate qualifications, to collaborate in developing student assignments and training activities and to instruct, evaluate and supervise the student in the performance of the Co-Op. The Agency will be responsible for the direct supervision and control of the student's activities while at the Agency or where performed at its direction.
- B. The Agency will provide learning experiences mutually developed and/or agreed upon by the parties consistent with the memorandum of the Co-Op referred to in **Paragraph I(C)**, above, and agrees to arrange Co-Op schedules which will not conflict with the published academic schedules of the University.
- C. The Agency will provide a job orientation for the student and provide sufficient resources to enable the student to function effectively and meet the objectives of the Co-Op. The Agency shall reimburse each Co-Op student for all reasonable and necessary out-of-pocket expenses incurred at the direction of the Agency.
- D. At the beginning of each Co-Op, Agency agrees to provide the University and each student placed with the Agency, all applicable Agency policies, rules and regulations which the student is expected to follow during the Co-Op while with the Agency or engaged in Agency activities. This requirement includes, among other things, such policies and procedures as are in effect and reasonably necessary to protect confidential and/or proprietary information, if such data and information may be involved in the Co-Op.
- E. When necessary or desirable, the Agency agrees to permit: (i) inspection of its facilities by the University and by University's accrediting agencies, upon reasonable request; and (ii) adequate time for the University's faculty member liaison to meet with the student during the Co-Op.

- F. The Agency shall submit reports to the University on each student's progress and performance during the Co-Op on a mutually agreeable schedule. Notwithstanding the foregoing, if the Agency has any material concerns regarding a student's performance or if specific circumstances arise which lead the Agency to conclude that a student should be withdrawn from the Co-Op before the end of its term, the Agency will confer immediately with the University's faculty member liaison to resolve such concerns.

IV. Student Responsibilities. See **Attachment "A"**, Student Acknowledgment and Release.

V. General Provisions.

- A. This MOU shall be governed by Oklahoma law and any action concerning this MOU shall be brought in a court of competent jurisdiction in the State of Oklahoma.
- B. The parties agree that this MOU shall be binding upon their respective successors or transferees of any nature.
- C. Nothing in this MOU shall be construed to make either party the legal agent or representative of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.
- D. Neither party shall assign this MOU, directly or indirectly, in whole or in part, without the express, prior written consent of the other.
- E. The parties may modify this MOU by written agreement at any time.

UNIVERSITY

AGENCY

Signature

Signature

Coordinator, Internship/Co-Op Programs
Title

Title

Date

Date