**\*\*\* Template only. Put on letterhead \*\*\***

**STUDENT INTERN PLACEMENT AGREEMENT**

**THIS AGREEMENT** is made on the date set out in the Schedule to this Agreement between **[name of home institution abroad]**, whose principal place of business is at [address] (“**Home Institution**”) and **THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, on behalf of the [name of Penn school]**, located in the Commonwealth of Pennsylvania, United States of America (“**Penn**”).

**IT IS AGREED AS FOLLOWS:**

1. This Agreement will begin on the Commencement Date and will continue until the Expiration Date (both set out in the Schedule to this Agreement), unless it is earlier terminated in accordance with its provisions.
2. Penn agrees to provide student intern placements (“**Student Intern Placements**”) to such number of Home Institution students (“**Students**”), during such periods as forth and in the manner described in a Statement of Student Intern Placement executed by the authorised representatives of the parties pursuant to this Agreement (each a “**Statement of Student Intern Placement**”, the basic form of which is set out in the Schedule).
3. Penn will use its best endeavours to facilitate Students in achieving the Learning Objectives of the Student Intern Placement set out in a Statement of Student Intern Placement.
4. Penn will be responsible for directing and supervising the Students while they are on Student Intern Placement. Penn will provide relevant health and safety training, instruction and equipment to the Students. To the extent that Students are required to adhere to any policies, procedures or safety statements of Penn during Student Intern Placements, Penn will draw these (and any changes made to them) to the attention of Students at the commencement of the relevant Student Intern Placements.
5. To the extent consistent with Penn policy, Penn will use its best efforts to provide Home Institution with such feedback, information, co-operation and assistance as Home Institution may reasonably request, including, but not limited to, such reports and/or assessments of the Students as may be specified in a Statement of Student Intern Placement. Home Institution may visit (at its own cost and expense) the location of any Student Intern Placement to monitor Students’ progress and to conduct Student assessments.
6. To the extent consistent with Penn policy, Penn will use its best efforts to comply with the Home Institution policies and procedures attached to a Statement of Student Intern Placement (and any changes made to these by Home Institution from time to time).
7. In the event that the Student breaches or is alleged to have breached any disciplinary code or procedure of Penn or is otherwise alleged to have been engaged in misconduct of any kind, this shall be promptly brought to the attention of Home Institution, and Penn and Home Institution shall endeavour to deal jointly with such matter. Penn retains the right to dismiss any Student summary from the Student Intern Placement in the event of serious misconduct, including but not limited to criminal conduct or any violation of Penn’s sexual harassment or anti-discrimination policies, as determined by Penn in its sole discretion, without liability to Student or Home Institution.
8. The parties agree:
   1. Home Institution shall require every Student placed with Penn to secure medical insurance coverage sufficient to cover medical care in the event Student becomes injured or ill during Student Intern Placement; and
   2. Any Student placed with Penn has been placed for the purpose of receiving academic of educational benefit, and as such shall be not be entitled to any salary, wage, or benefit due to any employee of Penn.
9. Home Institution agrees to defend, indemnify and hold harmless Penn, and any of its faculty members or employees, in the event of any claim, loss, or liability arising in whole or in part out of the Student Intern Placement and/or the conduct of the Student Intern. Home Institution agrees to maintain commercial general liability insurance with a minimum limit of one million United States dollars ($1,000,000) per occurrence. Such coverage must be primary and non-contributory to any insurance maintained by Penn. Home Institution agrees further to name Penn as additional insured.
10. This Agreement will terminate on the Expiration Date set out in the Statement of Student Intern Placement or earlier as follows:
    1. Immediately, on written notice from Home Institution (without liability or compensation to Penn) if Penn commits any breach of this Agreement or a Statement of Work which is either incapable of remedy or which is capable of remedy by Penn but which is not in fact remedied within 30 days of Home Institution notifying Penn of the breach and requiring it to be remedied;
    2. on 90 days’ written notice of termination from Home Institution (without liability or compensation to Penn); or
    3. on 90 days’ written notice of termination from Penn (without liability or compensation to Home Institution).

The rights of either party above are without prejudice to any other right or remedy either party may have against the other party.

1. Any contract which Penn may enter into with a Student shall reflect the provisions of this Agreement (and any relevant Statement of Student Intern Placement). Penn will not enter into any contract with a Student which is inconsistent or conflicts with this Agreement (or any Statement of Student Intern Placement) or which prevents it from complying with this Agreement (or any Statement of Student Intern Placement), unless Penn is required to do so by law.
2. Neither Home Institution nor Penn is entitled to assign and/or sub-contract any of its rights and/or obligations under this Agreement (or any Statement of Student Intern Placement) without the prior written consent of the other party.
3. This Agreement (and any signed Statement of Student Intern Placement) sets out the entire agreement between Penn and Home Institution and supersedes any previous written or oral agreements or understandings about its subject matter.
4. Unless otherwise specified, any amendments to this Agreement (or to any Statement of Student Intern Placement) must be made in writing and must expressly refer to the fact that they amend this Agreement (or the Statement of Student Intern Placement, as the case may be) and they must be signed on behalf of both parties by duly authorised persons.
5. Home Institution and Penn are independent contracting parties and neither party will have the right, power, or authority to act or create any obligation on behalf of the other party, nor shall any employee, agent, or student of Home Institution be deemed an employee of Penn for any purpose or entitled to participate in any Penn benefit program.
6. Should any issues arise during the term of this Agreement, these will be dealt with by the representatives of both parties, who will be named in the relevant Statement of Student Intern Placement (or their nominated replacements).
7. Penn agrees that a copy of this Agreement (and any agreed Statement of Student Intern Placement) may be made available by Home Institution to Students at their request.

**SCHEDULE**

**STATEMENT OF STUDENT INTERN PLACEMENT**

*Note: The complete statement, along with the student intern placement agreement, must be reviewed by Penn’s Division of Human Resources before execution below. If any additional space is required, please attach a separate page with a full response.*

1. Date of Commencement of Student Intern Placement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Date of Expiration of Student Intern Placement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name of Interns to be placed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Hours (weekly): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Will the Student Intern receive a stipend from Penn?

If yes, how much? \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (per hour)

6. Field of internship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Please provide description of Student Intern Placement, including intern’s role, activities, goals, and objectives:

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8. What specific knowledge, skills, or techniques will be learned?

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9. How will these skills, knowledge, and techniques be taught?

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10. Please describe methods of daily supervision.

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11. Please describe methods of periodic performance evaluation.

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12. What plans are in place for the intern to participate in American cultural activities?

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13. Name of Full-Time Penn Faculty Member with Responsibility for Student Intern Placement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attestations**:

* The internship must exist solely to assist the Student Intern in achieving his or her educational objectives, rather than to engage in employment or provide services to Penn.
* All internship tasks assigned must be necessary for the completion of the internship.
* The internship cannot serve to fill a labor need.
* The internship may consist of work-based learning, rather than ordinary employment or unskilled labor.
* The internship must not involve in any way a staffing/employment agency.
* The internship cannot displace American workers, including full or part-time, temporary or permanent.

*The faculty member executing this Statement of Student Intern Placement agrees to abide by all Penn policies with respect to the supervision and training of the Student Intern, including but not limited to policies promulgated by the University’s Division of Human Resources, the Office of the Vice Provost for University Life, International Scholar and Student Services (ISSS) if involving foreign nationals, and Environmental Health and Radiation Safety (EHRS). The faculty member agrees that any and all required safety training shall be provided in conjunction with EHRS. The faculty member agrees to provide ISSS with any and all updates required for the administration of the student intern program.*

**Special notes** regarding placing foreign national Student Interns:

* The student intern program may not exceed more than 12 months per the J-1 regulations.
* The J-1 student intern program must be full time – a minimum of 32 hours per week.
* The prospective J-1 Student Intern must be currently enrolled and pursuing a degree at an accredited post-secondary academic institution outside the U.S.
* The J-1 student intern program must fulfil the educational objectives for the prospective J-1 Student Intern’s current post-secondary degree program at his or her home institution overseas.
* The prospective J-1 Student Intern must return to his or her home institution outside the U.S. after the internship at Penn.

**[signatures on following page]**

**SIGNATURES**

**These signatures cover the Student Intern Placement Agreement.**

**Signed For and On Behalf of Penn [name of Penn school] by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised Signatory (signature) Name of Authorised Signatory (Please Print)**

**\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_**

**Position Title Date of Signature**

**Review by Penn Division of Human Resources: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised Signatory (signature)**

**\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_**

**Name of Authorised Signatory (Please Print) Position Title**

**Date of Signature**

**Signed For and On Behalf of the J-1 Student Intern’s Home Institution (outside the U.S.) by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised Signatory (signature) Name of Authorised Signatory (Please Print)**

**\_\_\_**

**Position Title Name of the Institution**

**Date of Signature**