

INTERNSHIP AGREEMENT

This Agreement is entered into as of _____, 20__ (the "Effective Date"), between the Arizona Board of Regents on behalf of The University of Arizona, School of Music ("University") and _____ ("Facility").

PURPOSE

University wishes to provide an opportunity for intern students ("Students") to obtain practical training in a coordinated and supervised educational program and, Facility has the available setting for such educational program in which interns may obtain practical experience, and wishes to cooperate in the development and provision of such internship opportunities for University intern students.

TERM

The term of this Agreement shall be from _____ through _____, except that either party may, with or without cause, cancel this Agreement by providing the other party with ninety (90) days advance written notice, provided that students are allowed to complete the current semester.

GENERAL TERMS

1. University and Facility will agree on schedules for Student participation at the Facility. Students will be under the supervision of a Facility representative. Each Student is expected to comply with all written policies or standards of the appropriate department of the Facility.
2. Neither University nor Facility shall be obligated to provide for any Student's transportation to and from the Facility.
3. Representatives from University and Facility shall meet or hold a telephone conference at least once each semester, or as necessary, to evaluate the educational program (as defined in Exhibit A) and review this Agreement. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
4. Facility agrees to submit to University an evaluation of each Student's progress at the end of the semester or summer session.

FACILITY OBLIGATIONS

1. Facility shall be responsible for the immediate and direct supervision of Student on-site while Student is training at the Facility. Facility shall establish and maintain such records, including time and attendance records, and submit such reports as may from time to time be required by University.
2. Facility shall provide orientation to each student with regard to hours of participation, place of duties, conditions of its premises, site and area safety, standards of conduct and a familiarization with Facility safety procedures and operations. Facility shall provide at least the same safety training and protective equipment it provides to regular employees working under similar conditions. Facility shall alert each student to any non-obvious dangers associated with the activities of the Facility, its premises and the surrounding locality.

3. Facility shall permit representatives of University to perform on-site visitations from time to time in order to become familiar with Facility.

4. Should there be payment to Student for Student's training at Facility, such payment terms shall be between Student and Facility.

UNIVERSITY OBLIGATIONS

1. University shall be responsible for final selection of Students to be assigned to Facility and for final evaluation of such Students.

2. University shall provide University supervisor to visit Student on-site and be available for consultation upon the call of Student or Facility supervisor.

3. University shall establish guidelines and criteria for evaluation of Student's performance.

ADDITIONAL TERMS

1. Each party shall be responsible for its own actions and negligence.

2. Neither party shall assign this Agreement without prior written consent of other party.

3. Each party shall retain complete control over such programs of its own that are outside this Agreement.

4. Student educational records are protected by the Family Education Rights and Privacy Act (FERPA). Accordingly, prior written permission from the Student must be obtained by Facility before any releasing of student data to anyone other than to University. University shall provide guidance to Facility as needed with respect to complying with FERPA.

5. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

7. The parties agree that any dispute arising under this Agreement involving the sum of \$30,000 or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) shall be final.

8. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

9. The parties recognize that University is insured by its participation in the Arizona State Risk Management Program under A.R.S. § 41-621 and any other.