

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into and shall be effective upon execution (the “Effective Date”), by and between **Texas A&M University-San Antonio** (“referred to as A&M-SA”), an agency of the State of Texas and a member of The Texas A&M University System (“[Member]”), and **[Insert Vendors complete legal name]** (“Contractor”). Member and Contractor are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to share a mutual interest in providing students in internship programs with experience in a manner so that the wellbeing of the Member and Contractor, its staff, and its patients/clients, or students will not be jeopardized.
- 1.3 This agreement is specific to participation in an internship for academic course credit; an additional Memorandum of understanding (MOU) may be required with an A&M-SA academic department for students who are doing very field-specific experiences, clinical practicums.
- 1.4 [Member] intends to:
 - a. Work with Contractor to align employment opportunities with A&M-SA academic program goals as appropriate to meet program criteria;
 - b. Provide training to the Contractor on the Handshake or current platform for job posting as needed;
 - c. If students are completing for academic credit, facilitate communication between Faculty and Contractor;
 - d. Make A&M-San Antonio representatives available to the Contractor for assistance and consultation as the need arises and when possible;
 - e. Appoint in writing one or more representative(s) of A&M-San Antonio to communicate with Contractor representative(s) during the course of planning for participation in the program;
 - f. Advise students of their responsibilities regarding participation in the program, including the responsibility to exhibit professional conduct and to follow all rules and standards set by the Contractor and A&M-San Antonio;
 - g. Provide the Contractor with written objectives for academic and/or career goals for each participating student in the form of a Student Learning Agreement;
 - h. Ensure that student work schedule doesn’t conflict with student course schedule, unless otherwise requested or required;
 - i. Determination of the number of students to be hired will be a joint decision based on staff and space available at the Facility, eligible students enrolled in the program who desire to be at the Facility, and available funding.
 - j. The parties shall engage in ongoing, open communication to promote understanding of the expectations and roles of both parties in providing the experience for students. A&M-San Antonio and Facility representatives shall meet as needed at the convenience of both parties to coordinate and improve the experience.

- k. Either party may remove a student participating in the practicum/internship if, in the opinion of either party, the student is not making satisfactory progress.
- l. The parties will share information about existing relationships and affiliation agreements between Facility and A&M-SA.
- m. The parties will communicate and coordinate on student scheduling and completion of hours for assignments and trainings that are required of them as A&M-San Antonio students and/or employees, to include required onboarding trainings, orientation, and additional professional development opportunities as dictated by their program.

1.5 Contractor intends to:

- n. Work with A&M-San Antonio to align employment opportunities with A&M-SA academic program goals as appropriate to meet program criteria;
- o. Post new positions on Handshake or current platform for non-direct placement positions;
- p. Review applicants, interview, and select students for hire in accordance with existing requirements of the Contractor;
- q. Provide an on-site educational experience which is pertinent and meaningful for student's career goals as defined in Student Learning Agreement;
- r. Provide an orientation to students, as needed;
- s. Designate and inform A&M-San Antonio of a supervisor to schedule hours for students participating in the experience, report hours to A&M-SA as requested, and provide daily supervision of students;
- t. Allow authorized representatives of A&M-San Antonio to participate in the program planning and development of work positions;
- u. Make Contractor representatives available to A&M-San Antonio for assistance and consultation as the need arises and when possible;
- v. Encourage and allow students to gain properly supervised experience appropriate to each student's level of knowledge and training;
- w. Comply with applicable state and federal workplace safety laws and regulations. If a student is exposed to an infectious or environmental hazard or other occupational injury while at the Contractor. The Contractor, upon notice of the incident from the student, shall provide the emergency care as the Contractor provides to its employees, including, where applicable: examination and evaluation by the Contractor's emergency department or other appropriate facility as soon as possible after the injury, emergency medical care immediately following the injury as necessary, initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary, and HIW counseling and appropriate testing as necessary. If the Contractor does not have the resources to provide such emergency care, the Contractor shall refer the student to the nearest emergency facility. A&M-San Antonio shall inform the student that the student will be responsible for any financial charges thus generated;
- x. Retain authority to exclude or remove students from access to the Contractor upon written notice to A&M-San Antonio;
- y. Provide training to students regarding the Contractor's confidentiality requirements as needed;
- z. COVID-19 Crisis: Internship Contractor agrees that it is currently, and for the term of this Agreement will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public and student interns/employees.

- aa. Contractor will report program required information such as student and program successes and challenges, student outcomes, employability, and other areas reasonably requested by A&M- San Antonio for the purpose of this program.
- bb. Determination of the number of students to be hired will be a joint decision based on staff and space available at the Contractor, eligible students enrolled in the Program who desire to be at the Contractor, and available funding.
- cc. The parties shall engage in ongoing, open communication to promote understanding of the expectations and roles of both parties in providing the experience for students. A&M-San Antonio and Contractor representatives shall meet as needed at the convenience of both parties to coordinate and improve the experience.
- dd. Either party may remove a student participating in the practicum/internship if, in the opinion of either party, the student is not making satisfactory progress.
- ee. The parties will share information about existing relationships and affiliation agreements between Contractor and A&M-SA.
- ff. The parties will communicate and coordinate on student scheduling and completion of hours for assignments and trainings that are required of them as A&M-San Antonio students and/or employees, to include required onboarding trainings, orientation, and additional professional development opportunities as dictated by their program.
- gg. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), A&M-San Antonio hereby designates the Contractor as a school official with a legitimate educational interest in the education records of the students who participate in the practicum/internship to the extent that access to the records are required by the Contractor to carry out the practicum/internship. The Contractor shall maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- hh. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, neither party may discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, program, or activities; admission policies; other programs or employment.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.
 - (a) “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the

result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and continues through _____ (the "Term"), unless sooner terminated as provided herein, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such

breach within ten (10) days after receiving written notice of the breach.

- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against A&M-SA is to be in the county in which the principal office of A&M-SA's governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- (a) **[Dept Name]**: Texas A&M University-San Antonio
One University Way
San Antonio, Texas 78224
Name:
Title:
Phone:
Email:
- (b) Vendor/Contractor: **Name of Organization**
Address:
Name:
Title:
Phone:
Email:
- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or

unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

[Insert Member's complete legal name]

Texas A&M University-San Antonio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____