Eastern Florida STATE COLLEGE
Career Services

MEMORANDUM OF UNDERSTANDING (MOU)

Student Name: _____ Student E-Mail: _____

B#: _____ Student Telephone: _____

Course: _____ Instructor: _____

Location Name and Address: _____

Supervisor: _____ Company Telephone: _____

Supervisor E-Mail: _____

Type of Learning Experience: ☐ INTERNSHIP ☐ PRACTICUM ☐ CAPSTONE

Start Date: _____ End Date: _____ Required Hours: _____

I. EFSC RESPONSIBILITIES:

- To administer, organize, and operate the overall educational program of study.
- To assist Affiliate and Student foster a mutually beneficial relationship that achieves a successful learning outcome.

II. AFFILIATE/RESPONSIBILITIES:

- To provide an adequate position description, training, supervision, and evaluation of Student's performance.
- To provide meaningful tasks related to skills, interests, and learning objectives that are beneficial to Student.
- To respect the individual and learning needs of Student and provide recognition of Student's contributions.
- To provide a safe and appropriate learning environment that corresponds with Student's academic calendar and does not impede Student from honoring his or her academic obligations at EFSC.
- To ensure that Student's duties complement, rather than displace, the duties of regular (paid) Affiliate employees.

III. STUDENT RESPONSIBILITIES:

- To perform his/her respective duties to the best of their ability with the understanding that they will not be compensated for their efforts, nor will receive guaranteed employment upon completion.
- To adhere to Affiliate's organizational rules, policies, and procedures, and maintain the confidentiality of Affiliate's patients, clients, and employees, and any other confidential business or organizational information.
- To respect the authority and supervision of Affiliate's representatives, and be open to their feedback.
- To meet time and duty commitments, and if they cannot, to provide adequate notice to Affiliate and/or EFSC.

IV. ADDITIONAL RESPONSIBILITIES AND CONDITIONS:

1. **Applicable Laws.** EFSC, Affiliate, and Student shall comply with all federal, state, and local laws at all material times.
2. **Discrimination.** EFSC and Affiliate shall not discriminate on the basis of age, race, national origin, color, ethnicity, genetic information, religion, sex, gender, sexual orientation, pregnancy, disability, marital status, veteran status, ancestry, or political affiliation in any program or activity related to the learning experience, and further agree to make reasonable accommodations to assure accessibility for those with disabilities.

3. **Conduct.** Student shall follow all EFSC and Affiliate policies and procedures. Student understands that any violations may result in discipline, up to and including expulsion, as well as possible civil and/or criminal legal action against Student. If Student violates confidentiality, Student shall indemnify and hold EFSC and Affiliate harmless from any resulting liability.
4. **Safety and Reporting.** Affiliate shall provide adequate supervision of Student and make reasonable efforts to educate Student of its safety protocols at the onset of the learning experience. Student shall follow Affiliate's safety protocols at all times, and immediately report any safety concerns to his/her Affiliate supervisor. Affiliate shall immediately notify EFSC of any safety concerns (including incidents of sexual harassment or misconduct) reported by or involving Student.
5. **Location.** Student recognizes that the learning experience will not occur on EFSC property, but will take place at Affiliate's place of business, and/or at other assigned location(s). Student recognizes that EFSC representatives may not be present during the learning experience. In addition, Student may perform duties for, and/or interact with persons who are not associated with or under the control of EFSC, and/or who may be infected with illness or disease.
6. **Transportation.** Student is responsible for providing their own transportation to/from Affiliate's place of business, and/or other assigned location(s), and shall be responsible for any injuries or property damage sustained by Student or others incident to transport. Student acknowledges that they have been advised by EFSC and Affiliate to obtain adequate automobile insurance for this purpose.
7. **Background Check.** Affiliate may require a criminal background check prior to participating in the learning experience.
8. **Immunization.** Affiliate may require immunization for select diseases prior to participating in the learning experience.
9. **Attendance.** Student is expected to attend and complete all activities, duties, and tasks assigned to Student by Affiliate.
10. **Appearance**. Student is expected to wear appropriate attire and maintain a professional appearance at all times.
11. **FERPA Waiver.** Student recognizes that EFSC and Affiliate may need to share information contained in Student's education records with one another during the learning experience. Therefore, during the learning experience, Student waives his/her rights under the Family Educational Rights and Privacy Act ("FERPA") and authorizes EFSC to release his/her education records (or any information contained therein) to Affiliate, on a need-to-know basis, for any and all purposes related to the learning experience.
12. **Publicity Release.** Student grants his/her consent to EFSC and Affiliate to photograph or electronically capture in permanent form his/her likeness, image, voice, appearance and/or performance for any legitimate purpose in connection with the learning experience.
13. **Status of Parties.** The relationship between EFSC and Affiliate is as independent contractors, and not an agency, employment, joint venture, or partnership relationship. Student is not an agent or employee of EFSC or Affiliate.
14. **Insurance.** Affiliate shall maintain at its sole cost and expense adequate commercial general liability insurance, as well as any necessary workers' compensation and/or automobile liability insurance for any vehicle(s) owned by Affiliate and provided to Student for use incident to the learning experience for the period contemplated herein.
15. **Indemnification.** To the extent allowed by Florida law, EFSC and Affiliate each agree to be individually liable for the acts or omissions of its respective employees and agents (collectively referred to as "personnel"), and further agree to indemnify and hold each other harmless with respect to any liabilities arising out of the learning experience. All EFSC personnel acting within the scope of the learning experience shall be entitled to sovereign immunity. Nothing herein shall be construed to require EFSC to indemnify or assume any liability for the negligence of Affiliate or of its personnel, and nothing herein shall be deemed a waiver of sovereign immunity by EFSC.
16. **Other Agreements.** In the event EFSC and Affiliate have previously entered into an Affiliation Agreement, the Affiliation Agreement shall control to the extent it is inconsistent with any provision set forth herein.
17. **Compensation. Select which applies to student.**

☐ **Student shall not receive any compensation for any services provided during the learning experience.**

☐ **Student shall receive compensation for any services provided during the learning experience.**

V. SIGNATURES - ***By affixing my signature hereto, I agree to the above.***

EFSC Signature: Elizabeth Handel Date: 1/21/2026

Affiliate/Manager Signature: _____ Date: _____

Student Signature: _____ Date: _____