Furman University
Off-Campus Experience Agreement

This Agreement entered into this _____________ date of __________, between Furman University (the “University”) and ________________________________________, (the “Agency”). This Agreement becomes effective on the date of acceptance and signature by the University and Agency. This Agreement shall be in effect until terminated. Either party may terminate the Agreement by providing thirty (30) days’ written notice to the other party.

In consideration of University granting student permission to participate in an Off-Campus Experience at the Agency and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Agency agrees as follows:

1. The Agency agrees to abide by the requirements of the Equal Employment Opportunity Commission (EEOC), especially to ensure that no form of harassment will be permitted and that neither will discriminate on the basis of a person’s race, sex, color, sexual orientation, gender identity, gender expression, religion, national origin, age, disability, or other characteristics protected by federal, state, or local statute or ordinance.

2. The Agency agrees to abide by the requirements of the Fair Labor Standards Act (FLSA), especially in regard to determining when an Intern is a trainee as opposed to an employee and may be unpaid.

3. The Agency agrees to abide by OSHA requirements in regard to workplace safety, including without limitation requirements related to the COVID-19 pandemic.

4. The Agency agrees to receive no remuneration for this Program.

5. The Agency agrees to assume liability for injuries sustained by the student while the student is on site at the Agency.

6. The Agency agrees to notify the University of any changes in the student’s work status, schedule, or performance.

7. The Agency agrees to comply with all applicable federal and state laws and regulations including, but not limited to the Family Educational Rights and Privacy Act (FERPA), and to protect confidential or proprietary information it may be exposed to or become aware of in the course of the performance of this Agreement in accordance with commercially reasonable standards and no less rigorously than it protects its own confidential information.

8. In consideration of the COVID-19 pandemic, the Agency certifies it (i) is permitted to operate under applicable local, state and federal government laws, orders, and regulations; (ii) will adhere to all executive orders and directives of federal, state, and local governmental authorities, and (iii) will comply with recommendations and guidelines of the Centers for Disease Control and Prevention (CDC) and state and/or local public health agencies regarding the COVID-19 pandemic including but not limited to workplace safety, social distancing and personal protective equipment throughout the duration of the experience.
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9. The Agency will provide University prompt notice in the event a local, state, and/or federal government order no longer permits it to operate with employees on site.

10. It is mutually understood and agreed that the parties shall at all times be acting as independent contractors in performing their duties under this Agreement. This Agreement is not intended to constitute, create, or give effect to a joint venture, partnership, or formal business entity of any kind. Neither party shall act as an agent of the other party for any purpose whatsoever, and neither shall have any authority to bind the other.

11. Nothing in this Agreement is intended to create, or shall be construed as creating, third party beneficiary rights in any third party.

12. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

Agency Representative Signature: ___________________________ Date: ________________

Agency Representative: (Please print) __________________________________________

Furman University Signature: ___________________________ Date: ________________