MEMORANDUM OF UNDERSTANDING CONCERNING ECONOMIC DEVELOPMENT INTERNSHIP

This is a Memorandum of Understanding on the part of **The Mayor and Aldermen of the City of Savannah** (hereinafter referred to as the "Internship Placement"), and **The Board of Regents of the University System of Georgia by and behalf of** Savannah State University (**University**) (hereafter referred to as the "Institution"). The Internship Placement and Institution shall be hereinafter jointly referred to as the "Parties".

A. PURPOSE:

- 1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality learning experiences for the Institution's students.
- 2. Neither party intends for this Memorandum of Understanding to alter in any way neither their respective legal rights nor their legal obligations to one another, to the students and faculty assigned to the Internship Placement, or as to any third party.
- 3. In partnership with the Savannah Chamber of Commerce and the Savannah Economic Development Authority, the City of Savannah is sponsoring an Economic Development internship that will afford a rising senior in the College of Business a unique opportunity for skills and career development.

B. GENERAL UNDERSTANDING:

- 1. The internship experience will be of such content, and cover such periods of time as the Institution, and the Internship Placement may from time to time mutually agree. The starting and ending date for each internship experience shall be agreed upon at least one month before the internship experience commences. The internship experience implementation at the Internship Placement shall be subject to final approval by the Internship Placement.
- 2. For the inaugural internship, a competitive process for applications and the selection of a rising senior in the College of Business will be hosted during the first quarter of 2025 and will be awarded by March 31, 2025. The candidate selection panel will

include reps from Savannah State University, the City of Savannah, and the funding partners. In the future, the number of students designated for participation in the internship experience will be mutually determined by agreement of the parties and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Internship Placement or the Institution may withdraw any student from a internship experience at the Internship Placement based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Internship Placement, or for any other reason where either party reasonably believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

- A stipend administered by Savannah State University and funded by the City of Savannah, the Savannah Chamber of Commerce and the Savannah Economic Development Authority will support the Internship placement in addition to academic credits.
- 4. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status or sexual orientation in either the selection of students for participation in the internship experience, or as to any aspect of the internship experience; provided however that with respect to disability the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the internship experience.

C. INTERNSHIP PLACEMENT RESPONSIBILITIES:

- 1. The Internship Placement will retain responsibility for the professional supervision of students insofar as their presence and internship experience assignments affect the operation of the Internship Placement. No provision of this relationship shall prevent any Internship Placement client from requesting not to be a teaching client or prevent any member of the Internship Placement from designating any client as a non-teaching client.
- 2. The Internship Placement will provide adequate facilities for participating students in accordance with any internship experience objectives and plan developed through cooperative planning by the Institution's departmental faculty and the Internship

- Placement's staff. Accordingly, the inaugural Internship Placement will be housed at the City of Savannah Economic Development Department from May 17, 2025 to July 31, 2025.
- 3. Internship Placement staff shall, upon request, assist the Institution in the evaluation of the learning and performance of participating students, provided the student has signed consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Internship Placement agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. Although the Institution shall obtain all required consents, the Internship Placement shall have the right to rely on such consents and to obtain copies of such consents upon request. The Internship Placement will assign a staff representative as liaison between the Internship Placement and the Institution. Any evaluation of students by the Internship Placement shall relate only to general student participation in the internship experience., and shall in no way be construed as a certification by the Internship Placement as to the competency of any student or as a representation by the Internship Placement of any student's ability or competency in connection with the practical implementation of any knowledge gained through the internship experience.
- 4. The Internship Placement shall provide for the orientation of both Institution faculty and participating students as to the philosophies, rules, regulations and policies of the Internship Placement.
- 5. The Internship Placement curriculum will include a project assignment though the City of Savannah Economic Development Department as well as weekly shadowing and "day in the life" experiences through a broad range of organizations that may include the Savannah Chamber of Commerce, the Savannah Black Chamber of Commerce, the Savannah Hispanic Chamber of Commerce, Savannah Economic Development Authority including a possible site visit experience, Visit Savannah, a small business, Creative Coast, the Port Authority, Hyundai and Coastal Georgia Indicators. The student may have the opportunity to present on their experience

summary at the conclusion of the Internship Placement to the Mayor and City Council in a regularly scheduled meeting.

D. INSTITUTION RESPONSIBILITIES:

- When a student is recommended to an Internship Placement, the institution will use
 its best efforts to recommend students for participation in the internship experience
 who are prepared for effective participation in the training phase of their education.
 The Institution will retain ultimate responsibility for the education of its students.
- 2. Prior to the commencement of the internship experience, the Institution will, upon request and with proper authorization, provide responsible Internship Placement officials with a resume that will show the experiences of prospective student participants.
- 3. The Institution will encourage participating student and faculty compliance with the Internship Placement's rules, regulations, and procedures, and use its best efforts to keep students and faculty informed as to the same and any changes therein. Specifically, the Institution will keep each participating student and faculty member appraised of his or her responsibility, including but not limited to the following:
 - a) To follow the administrative policies, standards, and practices of the Internship Placement when in the Internship Placement.
 - b) To report to the Internship Placement on time and to follow all established regulations of the Internship Placement.
 - c) To not publish any material related to the internship experience that identifies or uses the name of the Institution, the Internship Placement, Board of Regents of the University System of Georgia, or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the Institution, the Internship Placement, and the Board of Regents of the University System of Georgia. However, the Internship Placement hereby grants to the Institution the right to publish Institution administrative materials such as catalogs, course syllabi, accreditation self-studies, internship experience reports, etc. that identify or use the name of the Internship Placement or its members, staff, directly or indirectly.

- d) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
- 4. The Institution shall have the full responsibility for the implementation of any student conduct or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law. Institution may withdraw a student from the program at any time4, upon written notice to the Internship Placement.
- 5. Internship Placement will have the right to take immediate temporary action to correct a situation where a student's actions endanger others, or where, in the sole discretion of the Internship Placement, the Student's work, conduct, or health is deemed detrimental to employees or others. As soon as possible thereafter, Internship Placement will notify the Institution of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the Institution after reviewing the matter and considering whatever factual information the Internship Placement provides for the Institution; however, Internship Placement reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption.
- 6. The Institution will assign faculty/staff representatives(s) as liaison(s) between the Internship Placement and the Institution.

E. MUTUAL RESPONSIBILITY:

- 1. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the Internship Placement for the providing of care to its clients and patients. At the request of either party, a meeting or conference will be held between Institution and Internship Placement representatives to resolve any problems or develop any improvements in the operation of the internship experience.
- 2. The Institution and the Internship Placement acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the internship experience unless such loss, injury or damage results from the negligence or willful conduct of

- that party, its agents, officers or employees. The Institution shall require that Student participants obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the program.
- 3. Institution shall, at all times during the term of this Agreement, maintain proof of active professional liability insurance coverage with a minimum of \$1,000,000 each occurrence, \$3,000,000 in the annual aggregate. Institution faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.). The Institution will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Institution will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.
- 4. Internship Placement shall, at its own cost and expense, obtain and maintain Commercial Liability Insurance, which shall include, but not be limited to, coverage for personal and contractual liability. The insurance shall have minimum limits of \$1,000,000 per occurrence, \$3,000,000 aggregate. The insurance must cover the student supervised internship experience, and be issued by an insurance company legally licensed and authorized to transact business in the State of Georgia. Should Student participants carry out their internship duties and responsibilities at offices or agencies of the City of Savannah, Georgia, this insurance requirement shall not apply as the City of Savannah is a self-insured, governmental entity of the State of Georgia.
- 5. **Online Internship Placements**: Should Student participants carry out their internship duties and responsibilities from home, or from the campus residence hall, this provision (Para. E(4)) shall not apply.
- 6. Internship Placement agrees to indemnify and hold harmless the University, Board of Regents of the University System of Georgia on behalf of Savannah State University, the State of Georgia and its directors, employees and officers from and against any and all claims, demands, liabilities, losses, costs or expenses including attorney's fees, due to liability to a third party or parties for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this MOU.

To the extent such damage or loss as covered by this indemnification is covered by The State of Georgia Tort Claims Fund ("The Fund"), the Internship Placement (and its insurers) agrees to reimburse the Fund, the Internship Placement and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

Paragraph 6, indemnification and hold harmless requirements do not apply should Internship Placement be an office or agency of the City of Savannah. In the case of the City of Savannah, an governmental entity of the State of Georgia, the parties agree that each party will be responsible for the acts or omissions of its employees, servants, and agents in performing duties under this Agreement.

- 7. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Internship Placement and the Institution; without limiting the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
- 8. Neither party is agent, employee or servant of the other. The Institution, the Board of Regents, and the Internship Placement acknowledge and agree that student participants in the internship experience are not employees of the Institution, the Board of Regents, or the Internship Placement by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance.
- 9. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 10. This Memorandum of Understanding shall supersede any and all previously executed agreements between the parties for applied learning experiences.
- 11. The terms of this Memorandum of Understanding shall be for a period of one year, commencing on November 1, 2024, and ending October 31, 2025. This agreement may be renewed or amended at any time by mutual written consent of the parties.

Either party upon may also cancel it at any time not less than ninety-days (that is, the 90-days) written notice, but any students currently in an internship experience may complete the internship experience.

CONTACT INFORMATION:

Name/Title:

INTERNSHIP PLACEMENT:	
Address Address Tel:	
INSTITUTION: The Board of Regents of the University System of Savannah State University Address 3219 College Street Address Savannah GA, 31404 Tel: 912.358.4190	of Georgia, by and on behalf of
SIGNATURES:	
INSTITUTION: The Board of Regents of the Univerbehalf of Savannah State University	sity System of Georgia, by and on
	Date:
Name/Title: Cynthia Robinson Alexander Interim President, Savannah State University	
	Date:
Name/Title: Sametria R. McFall Associate Vice President, Savannah State University	
NI WE'd AN' 1 1E II	Date:
Name/Title: Michael Fronmueller Dean, College of Business Administration	
INTENSHIP PLACEMENT:	