

MEMORANDUM OF UNDERSTANDING

BETWEEN

The University of Delaware

AND

XXX

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this _____ day of _____, 2013 by and between the University of Delaware on behalf of the Department of Civil and Environmental Engineering within the College of Engineering and XXX.

PURPOSE

The University of Delaware's Department of Civil and Environmental Engineering (hereafter referred to as "UD CEE") and XXX commit, through this agreement, to collaborate in providing Cooperative Experiential Learning (Co-op) opportunities for Civil and Environmental Engineering students.

NOW, THEREFORE, In consideration of the premises and of the mutual covenants and conditions set forth in this Agreement, the University of Delaware, through the UD CEE Department, and XXX (collectively, the "Parties") agree as follows:

I. OBLIGATIONS:

A. XXX will

- based on available positions, participate in the annual interview process and make every effort to provide a co-op opportunity to a UD Civil/Environmental engineering student.
- provide a job description and/or marketing materials to promote the co-op opportunity;
- provide work experiences directly related to the student's field of study that increase in challenge and responsibility as the student progresses through their experiences;
- provide a company representative to serve as primary contact for the student to the University of Delaware's co-op program coordinator;
- provide appropriate supervision, mentorship and training for the student throughout the experience;
- work with co-op program coordinator to develop co-op learning objectives
- guide the student to develop and achieve co-op learning objectives;
- pay a wage that is commensurate with the level and experience of the student and the co-op position and considers program wage recommendations;
- afford the student with the equivalent of 6-months of full-time employment; provided, however, that XXX reserves the right to terminate the participation of any student who, in XXX sole judgment, is unsatisfactory for continuation and provided further that nothing in this agreement shall constitute or imply a guarantee of employment of any student following completion of the program;
- evaluate the student's performance and discuss the assessment with student to assist them in learning and growing as a professional;

- complete student/program assessment and feedback forms; and
 - participate in all program related meetings.
- B. UD CEE, in collaboration with the University of Delaware's Career Services Center, will
- customized recruiting events and/or information sessions;
 - make available the Blue Hen Careers system to XXX to enable it to post co-op information and obtain student resumes;
 - coordinate the recruitment and interview process;
 - provide wage recommendations using NACE salary survey and regional salary surveys;
 - conduct a mandatory orientation program for co-op participants;
 - provide academic advisement to assist students in accomodating a co-op experience into their academic schedule;
 - host program related meetings between UD CEE and particiating companies/agencies to assess program performance and objectives; and
 - host program related meetings with co-op students to provide opportunities for reflective and shared learning.

II. TERM AND EXTENSION

This Agreement will be effective on the day of its signing by both Parties. It will be valid through FY 2013 - 2015. The parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of race, color, national origin, sex, creed, or other ground protected by and in accordance with applicable law. The parties may change or modify the terms of this Agreement only by written amendment signed by the parties.

III. INDEMNIFICATION AND INSURANCE

XXX hereby agrees to indemnify and hold harmless the University of Delaware against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any negligent act or omission of XXX in the performance and/or failure to perform under this agreement or any subcontract, including the negligent acts or omission of XXX or any direct or indirect employees of XXX. The University of Delaware hereby agrees to indemnify and hold harmless XXX against any and all liability, claims, suits, losses, costs and legal fees to the extent caused by, arising out of, or resulting from any negligent act or omission of the the University of Delaware in the performance and/or failure to perform under this agreement or any subcontract, including the negligent acts or omission of the University of Delaware or any direct or indirect employees of the University of Delaware.

IV. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assignable.

V. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. Any dispute between the parties concerning this Agreement shall be brought in the courts of Delaware.

VI. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to the Relationship and may be modified only by a written agreement signed by each Party.

VII. The undersigned have signed this Agreement on the dates respectively indicated below.

University of Delaware

Date: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

XXX

Date: _____

Name: _____

Title: _____