

Externally-Sponsored Graduate Student Work Experience Procedures

The Graduate Student Work Experience (SWE) program is designed to be an educational experience for the graduate student wherein s/he is exposed to real life experience in their discipline. In order for a graduate student to participate in an externally-sponsored work experience, the following actions must be completed:

1. Organizations wishing to obtain the services of an eligible graduate student will enter into a Master Agreement with USC. The Agreement sets forth the terms under which a student(s) will be assigned to the organization. **This Agreement must be processed according to USC contract approval procedures and executed prior to the assignment of any student(s).**
 - a. The Agreement sets forth the general terms of the SWE and establishes the means for making specific assignments using a Student Assignment Form (SAF).
 - b. The recommended term of the Agreement is five years, but may be fewer years.
 - c. Signing the Agreement does not create a financial obligation for the sponsor.
2. The SAF sets forth the specific terms of each student or students' assignment at the sponsor organization, including scope of duties, supervisory roles, salary, and payment.
3. The total cost of each SWE should include salary at the level agreed upon by the sponsor and the USC department in accordance with Graduate School policy. Required fringe benefits must be paid, including tuition if available.
4. The SAF must be completed by the assigning department and accepted by the sponsor. The SAF is not subject to further review within the University.
5. The assigning department is responsible for invoicing, receipt of payment, and all related financial activities.
 - a. Funds shall be placed in a designated departmental E account from which all SWE expenses are paid.
 - b. Full payment upon execution of the SAF and receipt of invoice is recommended; however, payment schedules are acceptable (e.g. quarterly). Cost-reimbursement on any basis is not recommended.
6. All students shall be hired according to the policies of USC Human Resources and the Graduate School.

Departments are advised to exercise caution and perform due diligence when establishing assistantships, particularly with small businesses. Departments are responsible for expenses incurred if a sponsor defaults on payments. .

****NOTE: International students may not be hired as graduate assistants under a Graduate Student Work Experience agreement.**

GRADUATE STUDENT WORK EXPERIENCE AGREEMENT

BETWEEN

UNIVERSITY of SOUTH CAROLINA

AND

This Agreement is made by and between the University of South Carolina, a state institution of higher education of the state of South Carolina located at Columbia, SC 29208 (hereinafter referred to as "USC") and _____, (hereinafter referred to as "SPONSOR") located at

WHEREAS, the SPONSOR agrees to accept the services of graduate students from USC in connection with a work experience provided by the SPONSOR. And,

WHEREAS, _____ has qualified professional graduate students who are qualified to fulfill the needs of SPONSOR. It is agreed that the SPONSOR will provide a work experience for selected graduate student(s) in accordance with the following conditions:

1. TERMS:

- a. The term of this agreement shall be continuous through _____ or until written notice of termination is issued, whichever occurs first.
- b. The student will be advised by a faculty member of USC and supervised by a qualified employee of SPONSOR.
- c. Sponsor will provide supervision and instruction that help assigned students acquire skills and knowledge related to their field of study. The students are not employees of Sponsor and Sponsor will not provide any employment benefits to the students. USC has liability insurance which is applicable to its students while participating in this work experience program.
- d. In the event that any work experience covered under this Agreement cannot be completed for whatever reason, and early termination is agreed upon, USC shall reimburse Sponsor for any portion of the work experience program that is not completed (i.e. a pro-rated amount of the full payment.). All unfinished reports and incomplete documents will remain with or be returned to Sponsor. The Sponsor Supervisor shall report immediately to the USC Faculty Advisor if at any time the student(s) is not performing in accordance with the terms of this agreement. Unless

specified in the individual Student Assignment Form (SAF), the Sponsor understands that the student(s) is not expected to work on official USC holidays and during exam times.

- e. Any changes to this agreement must be in writing and signed by authorized representatives of Sponsor and USC.
- f. When applicable, the student(s) will abide by Sponsor's policy of confidentiality and all information given or made available to the student(s) will be held in confidence. Any information provided to the student(s) which is to be treated as confidential should be clearly marked or orally conveyed as such.
- g. This agreement may be terminated by either party by giving written notice at least 30 days prior to the effective date of termination.
- h. The person signing this agreement on behalf of the Sponsor warrants that he or she is authorized to negotiate contracts and to bind his or her principal to this agreement.
- i. A separate Student Assignment Form (SAF) will be provided for each student and included as an addendum to this agreement. The SAF document will identify the student, the USC faculty advisor, dates of students' engagement, associated costs, and a brief description of the student's work experience program under this agreement.
- j. The employment of any international student(s) pursuant to this agreement must comply with all applicable requirements. Such students normally are hired under a formal research agreement.

2. PAYMENT:

The Sponsor will pay USC for work performed under this agreement the amount specified in the SAF (Attachment A.) .

3. COMPLIANCE:

Both parties agree to comply with all applicable laws, regulations and rules in effect and force. The parties agree not to discriminate with regard to race, creed, color, marital or veteran status, sexual orientation, sex, age, pregnancy, disability, religion, citizenship status, or genetics. This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between USC and Sponsor.

4. AMENDMENT

This Agreement shall be amended only by the written agreement of both parties.

5. GOVERNING LAW

This agreement shall be governed by South Carolina law and enforceable only in the courts of applicable jurisdiction located in Richland County, South Carolina

IN WITNESS THEREOF, the parties have executed this contract as of the date of the signature of the USC authorized institutional representative.

University of South Carolina

Date

Date

ATTACHMENT A

STUDENT ASSIGNMENT FORM

Name(s) of Student(s):

Faculty Advisor:

Supervisor:

SCOPE of WORK (Duties):

Describe the duties and responsibilities the student(s) is expected to accomplish on behalf of the Sponsor.

PAYMENT:

The total amount to be paid by the Sponsor to support this Student Assignment \$_____. Payment shall be made in full upon acceptance of the assigned student and receipt of invoice from USC.

Invoices sent to:

Payments sent to:

Payments shall be made to: University of South Carolina and sent no later than 30 days after invoicing.