

Southern Utah University

Master Internship Agreement

This Master Internship Agreement ("Agreement"), dated _____ between Southern Utah University, a body corporate and politic of the State of Utah ("SUU") and _____ ("Provider").

SUU is a public university within the Utah System of Higher Education that offers degree programs in a wide variety of disciplines. Some of those programs offer classes and other coursework that are academically enhanced by practical work experiences outside the traditional classroom setting.

SUU desires to complement that coursework by providing its students with an opportunity to participate in practical work experiences through student internship positions with various companies and organizations.

Provider has student internship positions which complement that coursework, and desires to allow SUU students to participate in those internship positions.

The parties therefore agree as follows:

1. **SUU's Responsibilities.** During the Term (as defined below), SUU shall do all of the following:
 - 1.1. **Internship Program.** SUU shall organize and coordinate a student internship program (the "Internship Program") for the purpose of identifying and providing SUU students who are potentially qualified for internship positions with Provider.
 - 1.2. **Advertisement by Provider.** SUU shall permit Provider to advertise Provider's internship positions to SUU students.
 - 1.3. **Certification of Eligibility.** SUU shall certify the academic eligibility of students registering for internship positions with the Internship Program (each such certified student, an "Intern"). A student will be eligible for the Internship Program if the student, in SUU's reasonable judgment, has the educational background and skills required for advertised internship positions and will meet departmental requirements for participation. By certifying the academic eligibility of a potential Intern pursuant to this section, SUU is not making any warranty or guarantee to Provider about the competency, dependability, or qualifications of any Intern or the suitability of any Intern for any purpose.
 - 1.4. **Orientation.** SUU shall conduct a pre-internship orientation for all Interns.
 - 1.5. **Academic Supervision.** SUU will be responsible for providing academic instruction and academic evaluations of Interns, including (i) grades and other assessments, including the establishment of grading criteria; (ii) determinations of the amount of academic credit (if any) to be earned through internships; and (iii) establishing the requirements each Intern must meet to earn academic credit for an internship.
 - 1.6. **Academic Internship Coordinator.** SUU shall designate, for each Intern, an Academic Internship Coordinator, who shall monitor and evaluate the Intern's performance during the internship and serve as a liaison between SUU and Provider to better foster communication, expectations, and cooperative efforts between the parties.

- 1.7. **Provider's Policies.** If Provider furnishes SUU with copies of Provider's policies that relate to the particular requirements of Provider's internship positions, SUU will provide a copy of those policies to each Intern that is assigned to Provider.
- 1.8. **International Internships Insurance and Travel.** SUU shall require all Interns performing internships outside of the United States to purchase travel insurance from SUU's insurance provider. Provider acknowledges that the SUU Office of Learning Abroad registers SUU students for international travel, but does not coordinate travel logistics, visa support, accommodations and room/board, or internship work experiences abroad. Provider further acknowledges that internship credit is granted by SUU colleges and departments, but travel arrangements are the responsibility of the student in consultation with their internship provider or company.

2. **Provider's Responsibilities.** During the Term, Provider shall do all of the following:

- 2.1. **Position Descriptions.** Provider shall, for each student internship position, prepare a position description that specifies the duties and responsibilities of the position. Provider shall provide a copy of each of these descriptions to SUU.
- 2.2. **Intern Selection Criteria.** Provider shall notify SUU of all selection criteria and any background investigations, drug tests, health screenings, or other comparable requirements that Interns would be required to satisfy before beginning an internship. Provider may use any lawful selection criteria for Interns that Provider determines best fits Provider's needs and preferences.
- 2.3. **Site Supervisor.** Provider shall designate, separately for each Intern, an employee of Provider to serve as the Intern's supervisor and as the liaison between Provider and SUU relating to the Intern's internship.
- 2.4. **Intern Experiences.** Provider shall provide to each Intern:
 - 2.4.1. a designated workspace;
 - 2.4.2. resources sufficient for the Intern to complete all internship assignment;
 - 2.4.3. a designated work schedule (subject to section 6.3 where applicable);
 - 2.4.4. regular and meaningful opportunities to perform a variety of tasks within the position description, so that the Intern may acquire and practice skills relating to the Intern's academic program at SUU;
 - 2.4.5. regular and meaningful opportunities to observe and participate in meetings and events relating to the subject matter of the internship; and
 - 2.4.6. regular training, supervision, and feedback.
- 2.5. **Intern Evaluations.** Provider must be willing to participate in the professional mentoring and teaching role, respecting the students' academic priorities; and participate in a review and report on each student's progress and performance during each work semester.
- 2.6. **SUU Site Visits.** Provider shall permit SUU faculty or administrators to visit all locations of Provider where Interns are or may be placed pursuant to this Agreement and make reasonable efforts to accommodate site visits of Provider's

facilities requested by SUU faculty or administrators.

3. **Term.** For purposes of this Agreement, the “Term” begins on the date of this Agreement and ends on the fifth anniversary of this Agreement, except that either party may end the Term sooner by delivering a written notice of termination to the other party, in which case the Term will end on the last day of the SUU academic semester within which that notice was delivered. The Term may be extended only by a written agreement as described in this agreement.
4. **Representations of Provider.** Provider states that:
 - 4.1. It has sufficient resources, employees, facilities, and available tasks to provide the internships contemplated by this Agreement;
 - 4.2. It is an equal opportunity employer and does not discriminate in hiring or other employment decisions/practices on any basis prohibited by law (including sex, age, race, color, national origin, religion, or disability); and
 - 4.3. It maintains and enforces policies prohibiting workplace sexual harassment (and other forms of harassment prohibited by law), and that it promptly responds to and investigates all complaints received under these policies.
5. **Insurance.** Provider shall keep in force during the Term a policy of comprehensive general liability insurance with coverage limits no less than \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). Provider may elect to self-insure in lieu of obtaining this insurance from a third party carrier, but only if Provider also reserves at least \$1,000,000 to cover claims for bodily injury or property damage arising out of the internships contemplated by this Agreement. Provider shall arrange for SUU and its Trustees to be named as additional insured parties on any policy that it maintains pursuant to this section. Provider shall provide SUU with a certificate of insurance (or self-insurance, where applicable) and additional insured endorsement promptly upon SUU’s written request.
6. **Provisions Applicable to Unpaid Internships.** The following provisions apply only to internships occurring during the Term for which Provider is providing no expectation of compensation to the Intern (such an internship, and “Unpaid Internship,” and the Intern in question, an “Unpaid Intern”):
 - 6.1. Internship Provider agrees to meet the Unpaid Internship requirements as defined by the [“primary beneficiary test”](#) of the Department of Labor Fair Labor Standards Act.
 - 6.2. The parties each acknowledge that the provisions of Utah Code §§ 53B- 16-401 through 53B-16-403 (as amended) will apply to each Unpaid Internship.
 - 6.3. SUU will classify the Unpaid Intern as a volunteer worker of SUU solely to permit the Unpaid Intern to receive workers’ compensation medical benefits.
 - 6.4. Provider shall not schedule the Unpaid Intern in a manner that would interfere with the Unpaid Intern’s ability to attend required internship meetings or SUU academic courses, to complete SUU coursework and study (even if that coursework or study is unrelated to the Unpaid Internship), or to otherwise attend to the Unpaid Intern’s other academic commitments to SUU.
 - 6.5. The tasks that Provider assigns to the Unpaid Intern shall consist of tasks whose primary purpose is to provide beneficial learning to the Unpaid Intern and that are comparable to the instruction (including hands-on instruction) that the Unpaid Intern

would receive in an educational environment.

- 6.6. Provider shall not require the Unpaid Intern to perform any task that displaces (rather than complements) the work of Provider's other paid employees or prospective employees, or that is unrelated to the Unpaid Intern's educational program at SUU.
- 6.7. The duration of the Unpaid Internship will be limited to the period of time during which Provider is capable of providing the Unpaid Intern with beneficial learning (in most cases, this will be no longer than a single academic semester of SUU).
- 6.8. Provider shall not make any express or implied promise or commitment to an Unpaid Intern that the Unpaid Intern will, or is likely to, either (a) receive compensation of any nature or character for the Unpaid Internship (whether during or after Unpaid Internship), or be entitled to a paid job at the conclusion of the internship.

7. **Provisions Applicable to Paid Internships.** The following provisions apply only to internships occurring during the Term for which Provider is providing compensation to the Intern (such an internship, a "Paid Internship," and the Intern in question, a "Paid Intern"):

- 7.1. Provider, and not SUU, shall classify a Paid Intern as an employee or independent contractor in accordance with applicable law, and shall have all responsibility, including tax consequences, for that classification. When Provider classifies the Paid Intern as an employee of Provider, Provider shall onboard Paid Intern as such and shall be solely responsible for fulfilling all obligations of an employer with respect to the Paid Internship (including all obligations with respect to reporting, the calculation and payment of wages, the provision of employee benefits, the maintenance of workers' compensation insurance, and the withholding and remittance of applicable taxes).
- 7.2. Provider shall schedule the Paid Intern in a manner that is sufficiently flexible to enable the Paid Intern to attend required internship meetings and SUU academic courses, while also having a reasonably sufficient time to complete SUU coursework and study (even if that coursework or study is unrelated to the Paid Internship).
- 7.3. Provider shall comply fully with all laws and regulations applicable to the Paid Intern and the Paid Internship, including all federal and state equal employment opportunity and wage-and-hour laws.
- 7.4. Provider will be solely responsible for responding to and fulfilling all requests made by Paid Interns for any benefits required by law (including requests for a reasonable accommodation on account of disability, pregnancy, or religion).
- 7.5. In addition to the insurance described in section 5, Provider shall keep in force a policy of employment practices liability insurance with coverage limits no less than \$1,000,000 per occurrence and that includes coverage for defense costs arising from wage-and-hour claims. Provider may elect to self-insure for this coverage but only if Provider also reserves at least \$1,000,000 (in addition to the reserve described in section 5) to cover employment claims arising out of the internships contemplated by this Agreement. Provider shall provide SUU with a certificate of insurance (or self-insurance, where applicable) and additional insured endorsement promptly upon SUU's written request.
- 7.6. The parties do not intend for SUU to be considered or treated as a joint employer of any Paid Intern for any purpose. So long as Provider complies with this Agreement, SUU will not have any ability to control or direct the manner by which Provider

supervises or directs the work of any Paid Intern.

8. **Separate Agreements between Provider and Interns.** Provider may require an Intern to sign a separate agreement between the Intern and Provider and relating to the internship, including an agreement that requires the Intern to keep the trade secrets of Provider confidential, but only if: (a) the separate agreement is consistent with this Agreement, (b) Provider has first obtained SUU's written consent for the separate agreement (which SUU will not unreasonably withhold), and (c) the separate agreement does not purport to bind the Intern to any of the following: a covenant not to compete, a covenant not to sue, a release of claims, an assignment of wages, or a waiver of the Intern's rights under any law or contract.
9. **Amendments and Waivers.** No amendment of this Agreement will be effective unless it is in writing and signed by both parties.
10. **Severability.** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
11. **Changes in Law.** If a Change in Law occurs or is to occur, and a party believes that the Change in Law will materially and adversely affect the party's ability to comply with this Agreement, then the party shall notify the other party as soon as possible and thereafter negotiate in good faith about possible modifications to this Agreement to address the effect of the Change in Law.
12. **Force Majeure.** No failure, delay, or default in performance of any obligation of a party shall constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster (each, a "Force Majeure Event"). The party affected by a Force Majeure Event shall take all reasonable actions to minimize the consequences of any such event.
13. **No Delegation by Provider.** Provider shall not subcontract or otherwise delegate any of Provider's obligations in this Agreement without SUU's prior written consent. Any attempted delegation in violation of this section will be void.
14. **Limited Effect of Agreement.** The parties do not intend for this Agreement to create a joint venture, partnership, principal-agent relationship, or other formal business relationship between Provider and SUU.
15. **Notices.** For a notice under this Agreement to be valid, it must be in writing. A valid notice will be effective when it is received by the party to whom it is addressed, as indicated by the date on the email header or signed receipt. For a notice to be valid it must also be addressed using the following contact information, unless the party to whom it is addressed has given notice of a change of their contact information:
 - 15.1. **For provider:**
Company/Organization Name: _____
Physical Address: _____
Mailing Address (if different from Physical Address): _____
Phone: _____
Agreement Correspondence Email: _____

15.2. **For SUU:** Southern Utah University, c/o SUU Career and Professional Development Services, 351 W. University Blvd., Cedar City, Utah, 84720, internships@suu.edu, with a copy to the Office Legal Affairs 351 University Blvd., Cedar City, Utah, 84720, contracts@suu.edu,

16. **Authorization.** Each party states that it is authorized to enter into this Agreement.
17. **Governing Law.** The substantive and procedural laws of the state of Utah (other than its principles of conflicts of law) govern this Agreement and all adversarial proceedings arising out of this Agreement.
18. **Third Party Beneficiaries.** The parties do not intend for there to be any third- party beneficiaries of this Agreement (except for Interns and Indemnified Parties).
19. **Indemnity.** Provider shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless SUU and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Provider's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of Provider, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of SUU.
20. **Disclaimer.** Neither party will be liable to the other party for lost profits or other remote or speculative losses supposedly arising out of a breach or claimed breach of this Agreement.
21. **Governmental Immunity.** Provider acknowledges that SUU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Chapter 63G-7 (the "Immunity Act"), If Provider is also a governmental entity under the Immunity Act, SUU likewise acknowledges that fact. By entering into this Agreement, SUU does not intend to either (a) waive any protections, rights, or defenses available to SUU under the Act (including the limitations on judgments described in Section 63G-7-604), or (b) incur, by contract or otherwise, any liability for the operations, acts, or omissions of Provider or any other third party.
22. **Entire Agreement.** This document contains the entire understanding and agreement between the parties concerning the subject matters covered in this document and supersedes all other agreements, understandings, and negotiations between the parties concerning those subject matters, whether written or oral. The parties state that, when deciding whether to enter into this Agreement, neither of them relied upon any promise or other arrangement (oral or otherwise) that is not contained in this document.

The parties are each signing this Agreement effective as of the date listed in the introductory clause:

Southern Utah University

Printed Name & Signature: _____

Office of the Provost

PROVIDER

Printed Name & Signature: _____

Title: _____