

INTERNSHIP AGREEMENT
Southern Utah University

This SUU Standard Internship Agreement (“Agreement”) is made and entered into by and between Southern Utah University, a Higher Education Institution of the State of Utah (SUU), the SUU Student requesting an internship (Intern) and the following entity which shall be called “Employer” in this Agreement:

Employer:		Contact Phone Number:	
Contact Person:		Contact Email Address:	
Address:		SUU Academic Dept.:	

1. Purpose. Employer and SUU desire to facilitate internship opportunities and educational experiences for SUU students and therefore willingly enter into this Agreement to govern their relationship with respect to student Interns from SUU. Furthermore, the Intern is willing to enter into this agreement.

2. General Considerations.

2.1 An internship, as defined by SUU Policy 6.3, is a cooperative student program between SUU and Employer. Employer will provide supervision, facilities, and instruction that help students of SUU (each an “Intern”) acquire skills and knowledge related to their chosen field of study or occupation.

2.2 This Agreement is effective upon the signing of this Agreement by all three Parties and may be terminated by either Party for any reason by providing 10 days advanced written notice to the other parties.

2.3 SUU and Employer shall each provide a contact person (the “Internship Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses shall be the initial Internship Coordinators for SUU and for the Employer. Others may be designated by the parties at any time.

SUU or SUU Department Internship Coordinator:	Employer Internship Coordinator
Name:	Name:
Title:	Title:
Address:	Address
City/St/Zip	City/St/Zip
Phone:	Phone:
Email:	Email:

2.4 SUU and Employer agree to indemnify each other from any claims of liability, including reasonable attorneys’ fees, due to their respective negligent acts or omissions arising from the performance of this Agreement.

2.5 Neither SUU nor Employer will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other party’s actions, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both Parties, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party’s respective fault.

2.6 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between SUU and Employer and their employees, Interns, or agents. Rather, SUU, and its Intern(s) shall at all times be considered independent contractor(s). Each Intern is placed with the Employer to receive educational experience as part of the academic curriculum. Unless mutually agreed upon by the Employer and the SUU Departmental internship coordinator, duties performed by an Intern are not performed as an employee of Employer or SUU.

2.6.1 While the duties are performed under direct supervision of Employer's personnel, it is generally understood that the Intern is in a compensated role unless they meet the Unpaid Internship requirements defined by the Department of Labor Fair Labor Standards Act (<http://www.dol.gov/whd/regs/compliance/whdfs71.pdf>) and, therefore, the Employer shall provide worker's compensation coverage.

2.6.2 Under such conditions that the employer does meet the Unpaid Internship requirements defined by the Department of Labor Fair Labor Standards Act, neither the Employer nor SUU is required to provide worker's compensation coverage for the Intern participating in the educational experience.

2.6.3 If the Intern is *not* serving as an employee of the Employer or SUU, intellectual property produced by the Intern belongs to the Intern, not the Employer or SUU. If the Intern *is* serving as an employee of the Employer or SUU, intellectual property produced by the Intern belongs to the Employer or SUU.

2.7 The Employer, SUU and the Intern acknowledge and agree that it shall be the responsibility of each Intern to: (a) comply with the Employer's policies and procedures; (b) report any serious problems related to the Employer, including safety and personnel problems, to the Internship Coordinator at SUU and the Employer; and (c) maintain, and provide proof of, a health insurance policy in effect during the full period of the internship.

2.8 This Agreement covers:

Location	Address

3. Responsibilities of SUU. SUU shall:

3.1 Provide course information and objectives, and ensure that each participating Intern meets academic and other qualifications that are consistent with the objectives and requirements of the Institution's program;

3.2 Ensure that each Intern from SUU is aware of Intern's responsibilities to abide by the terms of Section 2.7, and that Intern shall agree to abide by the terms in Section 5;

- 3.3 Ensure that the Intern participates in the internship during the dates specified unless modified by SUU and the Employer. This includes instructing each Intern about the consequences of not completing the internship;
- 3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward instruction and supervision;
- 3.5 Ensure that for each internship, the SUU Internship Coordinator or the SUU Department Internship Coordinator (a) maintains ongoing contacts with the Intern and Employer, (b) discusses the specifics and expectations of the internship with the Intern and the Employer, (c) monitors the Intern's progress with Intern and the Employer, and (d) advises the Intern relative to a program of study related to the internship experience.

4. Responsibilities of Employer. The Employer shall:

- 4.1 Provide planned and supervised opportunities for each Intern to perform tasks to acquire and practice various skills based on objectives compatible with those of SUU's program;
- 4.2 Orient the Intern to the employee's rules, policies, procedures, methods, and operations;
- 4.3 Perform risk assessments and provide orientation to the Intern of known or reasonably likely risks;
- 4.4 Evaluate the Intern's performance and notify the SUU's Internship Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Intern;
- 4.5 Comply with all federal, state, local, and municipal laws, ordinances and codes applicable to Employer;
- 4.6 Private Sector "for-profit" Employers are required to follow the U.S. Department of Labor Wage and Hour Division's requirements for Internship Programs Under the Fair Labor Standards Act which can be found here: <http://www.dol.gov/whd/regs/compliance/whdfs71.pdf>
- 4.7 Accept responsibility for supervising the Intern at the internship site.
- 4.8 Employers grant Interns the following limited uses to works they create under the terms of the internship.
 - 4.8.1 1) The right to claim attribution, maintain copies or files of the work, and to display work in professional portfolios; and
 - 4.8.2 2) to derive other works from the works created as interns *unless* the work has resulted in a patent or other licensable property.

5. Responsibilities of Intern. The Intern shall:

- 5.1 Be enrolled as an internship student by reviewing SUU Policy 6.3 and completing the SUU "Internship Permission Form" and "Internship Liability Waiver."
- 5.2 Comply with Employer's rules, policies and procedures.
- 5.3 Complete the internship during the dates specified unless modified by the Employer and SUU.

- 5.4 Work conscientiously under the direction of the supervisor assigned by the Employer, submitting all reports and assignments as required.
- 5.5 Report serious problems, including physical, safety, personnel, and other observed risk issues to the Employer Internship supervisor and the SUU/Departmental Internship Coordinator.
- 5.6 Accept risks involved during the internship program. Participation as an Intern may involve risks not found in study at the Institution. These include risks involved in traveling to and from the place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. The Intern represents that he/she has conducted a risk investigation and is willing to accept these risks.
- 5.7 Consult with his/her personal physician in regard to necessary immunizations and any other medical matters relating to participation in the internship program.
- 5.8 Authorize SUU's designated representative to grant permission for any necessary medical treatment for which the Intern will be financially responsible, if, during participation in the program, such intern shall become incapacitated or otherwise unable to provide consent for medical treatment and advance consent cannot be obtained from the Intern's family/guardians.
- 5.9 Be personally responsible for all housing, transportation, study, and other arrangements in connection with the internship and personally bear all associated costs, unless these are provided by the Employer. In addition, be personally responsible for any financial liability and obligation which is incurred, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by the Intern during participation in the internship program.
- 5.10 Abide by all applicable laws. Intern should understand that he/she must personally attend to any legal problems encountered or incurred as an Intern.
- 5.11 Acknowledge and agree that as an Intern, he/she will be placed with the Employer to receive educational experience as part of his/her academic curriculum. Unless mutually agreed upon by the Employer and the SUU Departmental internship coordinator, duties performed as an Intern are not performed as an employee of the Employer but rather in fulfillment of the academic requirements of the Intern's educational experience and are to be performed under direct supervision by Employer personnel. Unless the Intern is approved to perform the internship as a compensated employee of the Employer, neither the Employer nor SUU is required to provide worker's compensation coverage for the Intern. Therefore, the Intern shall privately obtain and maintain in effect during the full period of the internship, an appropriate health insurance policy if s/he desires such coverage.
- 5.12 Understand that other expenses such as additional time lost from the job (if Intern has one), broken equipment (like a cell phone, for example), damaged clothing, etc., will not be covered by the Employer or SUU.
- 5.13 Acknowledge that all copyright and other intellectual property rights in any such original creative work produced by the Intern *during times employed and working under the terms of the Internship* shall be owned entirely by the Employer.

5.14 Acknowledge that he/she is bound by the terms and conditions of this agreement which specifically apply to Interns.

6. **Entire Agreement.** This Agreement and the associated documents reference herein constitute the entire agreement of the parties with respect to the subject matter of this agreement.
7. **Authorization.** The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.
8. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or email shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

SUU/Department:

Authorized Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Employer:

Authorized Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Intern:

Signature: _____

Printed Name: _____

Date: _____