

Internship Agreement

This Internship Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between _____, with an address of _____ (the “**Company**”) and _____, with an address of _____, (the “**Intern**”), individually referred to as “**Party**” and collectively “the **Parties**.”

WHEREAS, the Intern desires an internship to gain valuable knowledge, experience, education, and training in the Company’s industry;

WHEREAS, the Company is willing to grant the Intern an internship;

NOW, therefore, the Parties, in consideration of the mutual promises, conditions and covenants contained herein, hereby agree as follows:

1. **The Internship Position, Duties, and Responsibilities.** the Intern shall work as [_____] / in _____ [department].

The Intern will perform the following duties _____

_____.

The Intern is responsible for the following duties and/or tasks _____

_____ (“**Duties and Responsibilities**”).

2. **Compensation.** The Parties agree this is an unpaid internship in that the Intern will not be financially compensated for the duties performed at the Company. The Intern agrees that the Intern is gaining valuable knowledge, experience, education, and training in the Company’s industry as consideration for the Duties and Responsibilities.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until _____.
4. **Intern Relationship.** Nothing in this Agreement shall be construed to create an employer-employee or principal-agent relationship between the Intern and the Company. The Intern does not have the authority to bind the Company in any manner whatsoever.
5. **Confidentiality.** During the course of this Agreement, it may be necessary for the Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information,

with the Intern in order for the Intern to complete the Duties and Responsibilities. The Intern will not share any of this proprietary information at any time. The Intern also will not use any of this proprietary information for the Intern's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

6. **Intellectual Property.** The Intern agrees that any content provided to the Intern by the Company in order to perform the Intern's Duties and Responsibilities, including but not limited to, images, videos and text, copyrights or trademarks, is and will remain solely owned by the Company. The Intern agrees that any content provided by the Intern to the Company in the course of performing the Intern's Duties and Responsibilities, including but not limited to, images, videos and text, copyrights or trademarks, is solely and legally owned by the Intern, but the Intern grants the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content in connection with the Intern's Duties and Responsibilities. Any materials developed by the Company, making use of the content, remains the sole property of the Company. Any work product the Intern may create during the course of this Agreement remains the sole property of the Company.

7. **Termination.** This Agreement may be terminated at follows:

- a. At any time by either Party upon written notice to the other Party.
- b. By the Company due to the Intern's breach of the Agreement.

Upon termination, the Intern shall return all the Company content, materials, and all Work Product to the Company at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. The Intern further represents that the Intern is duly authorized to work in the United States/Europe and is of legal age to work.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by _____ law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

[Remainder of this page intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Company

Signed: _____

Name: _____

Date: _____

Intern

Signed: _____

Name: _____

Date: _____