BYU IDAHO MASTER INTERNSHIP AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_between Brigham Young University-Idaho, a Utah nonprofit corporation and educational institution (BYUI) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Experience Provider”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **PURPOSE.** In order to facilitate internship opportunities and educational experience for students, this Agreement is intended to govern the relationship between Experience Provider and BYUI with respect to student Interns from BYUI in an internship arrangement with the Experience Provider.
2. **GENERAL CONSIDERATIONS.**

2.1 An internship is a cooperative student program between BYUI and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help student of BYUI (each and “intern”) acquire skills and knowledge related to their chosen field of study or occupation.

2.2 This Agreement is effective as of the Effective Date and may be terminated by BYUI or the Experience Provider for any reason by providing 90 days advance written notice to the other party.

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

**For Experience Provider For Brigham Young University-Idaho**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.4 BYUI and the Experience Provider agree to indemnify each other from any claims of liability, including reasonable attorneys’ fees, due to their respective negligent acts or omission arising from the performance of this Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise of indemnity.

2.5 Neither BYUI nor the Experience Provider 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 the Experience Provider and BYUI, the obligation of each party to indemnity the other hereunder shall be limited to the extent of the indemnifying party’s respective fault.

2.6 This Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYUI and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum. In cases where an internship is unpaid, duties performed by an intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision of the Experience Provider’s personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYUI is required to provide worker’s compensation coverage for the Interns participating in the educational experience.

2.7 The parties acknowledge and agree that it shall be the responsibility of each Intern to: (i) comply with the Experience Provider’s policies and procedures; (ii) report any serious problems related to the Experience Provider, including safety and personnel problems, to the Internship Coordinator at BYUI and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship with the Experience Provider.

2.8 This Agreement covers (check one):

🞎 **All locations** of Experience Provider.

🞎 **Multiple locations** of Experience Provider – i.e., only those locations listed below. (Attach sheet if additional space is needed.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

🞎 **Single location** of Experience Provider – i.e., only that location listed above. (Note: A separate agreement will be required for each different location of Experience Provider.)

1. **RESPONSIBILITIES OF BYUI:** BYUI 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 BYUI program;

3.2 Make reasonable efforts to ensure that each Intern from BYUI is aware of Intern’s responsibilities to abide by the terms of Section 2.7, and that each Intern from BYUI shall agree to abide by the terms in the “Student Agreement” attached as Exhibit A;

3.3 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision;

3.4 Ensure that for each internship, the Internship Coordinator of BYUI (i) maintains ongoing contacts with the Intern and the Experience Provider, (ii) discusses the specifics and expectations of the internship with the Intern and the Experience Provider, (iii) monitors the Intern’s progress with the Intern and the Experience Provider, and (iv) advises the Intern relative to a program of study related to the internship experience; and

3.5 Provide liability insurance to cover damage or harm caused by the Intern in the amount of $1,000,000 per person, per occurrence, $3,000,000 in the aggregate.

1. **RESPONSIBILITIES OF THE EXPERIENCE PROVIDER**. The Experience Provider 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 BYUI’s program;

4.2 Orient the Inter to the Experience Provider’s rules, policies, procedures, methods, and operations;

4.3 Evaluate the Intern’s performance and notify BYUI’s Internship Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Inter;

4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to the Experience Provider;

4.5 If applicable, pay the Intern the agreed upon rate of compensation for the term of the internship and fulfill all legal requirements related to Experience Provider’s independent contractor/employment relationship with the Intern; and

4.6 Accept the primary responsibility for supervision and control of the Intern at the internship site.

1. **ENTIRE AGREEMENT.**  This Agreement constitutes the entire agreement of the parties with respect to the subject matter of the agreement. It expires three (3) years from the latest signature date.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

**Experience Provider Brigham Young University-Idaho**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_