Southern Utah University

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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. 688¶V 5HVSRQVLELOLWLHV. During the Term (as defined below), SUU shall do all of the

following:

1.1. ,QWHUQVKLS 3URJUDP. 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. $GYHUWLVHPHQW E\ 3URYLGHU. SUU shall permit Provider to advertise Provider ’s

internship positions to SUU students.

1.3. &HUWLILFDWLRQ RI (OLJLELOLW\. 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. 2ULHQWDWLRQ. SUU shall conduct a pre-internship orientation for all Interns.

1.5. $FDGHPLF 6XSHUYLVLRQ. 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. $FDGHPLF ,QWHUQVKLS &RRUGLQDWRU. 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.

facilities requested by SUU faculty or administrators.

3. 7HUP. 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. 5HSUHVHQWDWLRQV RI 3URYLGHU. 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. ,QVXUDQFH. 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. 3URYLVLRQV $SSOLFDEOH WR 8QSDLG ,QWHUQVKLSV. 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. 3URYLVLRQV $SSOLFDEOH WR 3DLG ,QWHUQVKLSV. 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. 6HSDUDWH $JUHHPHQWV EHWZHHQ 3URYLGHU DQG ,QWHUQV. 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. $PHQGPHQWV DQG :DLYHUV. No amendment of this Agreement will be effective unless it is in

writing and signed by both parties.

10. 6HYHUDELOLW\. 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. &KDQJHV LQ /DZ . 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.)RUFH 0DMHXUH 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. 1R 'HOHJDWLRQ E\ 3URYLGHU. 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. /LPLWHG (IIHFW RI $JUHHPHQW. 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. 1RWLFHV. 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

15.2.)RU 688: Southern Utah University, c/o SUU Career and Professional Development