

BYU IDAHO MASTER INTERNSHIP AGREEMENT

Experience Provider _____ Location _____ Date _____

Contact _____ Phone # _____ E-mail _____

(Please Print)

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 BYU in with respect to student Interns from BYU in an internship arrangement with the Experience Provider.

2. **GENERAL CONSIDERATIONS.**

- 2.1 An internship is a cooperative student program between BYU and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help the BYU intern acquire skills and knowledge related to their chosen field of study or occupation.
- 2.2 This Agreement between the University and the Experience Provider is effective as of the latest Signature Date and may be terminated by either party for any reason by providing 30 days advance written notice to the other party. Agreements with specific interns are at the discretion of the Experience Provider and can be terminated at any time.
- 2.3 Experience Provider and BYU shall each provide a contact person for activities related to the performance of the Agreement. Both the Experience Provider "Work Supervisor" and the BYU "Faculty Internship Coordinator" will be identified with email contact information in the Internship Data System.
- 2.4 BYU IDAHO and Experience Provider 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 the Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise of indemnity.
- 2.5 Neither BYU IDAHO 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 BYU IDAHO, 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 Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYU 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 BYU 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 BYU and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship.
- 2.8 This Agreement covers only that location listed by the BYU Intern as the Internship Work Location. (Note: A separate agreement will be required for each different location of Experience Provider.)

3. **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;
- 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.

4. **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 Intern 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 Intern;
- 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.

5. **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.

For Internship Experience Provider

For Brigham Young University Idaho

Company/Organization

Internship & Career Services, BYU Idaho

Name

Justin R. Hodges

Title

Director, Internship & Career Services

Signature



Date

FEB. 7, 2018