



UVU Internship Agreement

This Internship Agreement (“Agreement”) is entered into this ___ day of _____, 20___, (“Effective Date”), by and between Utah Valley University (“UVU”), a body corporate and politic of the State of Utah, located at 800 West University Parkway, Orem, Utah 84058, and Experience Provider.

RECITALS

1. UVU 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.
2. UVU 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.
3. Experience Provider has student internship positions which complement that coursework, and desires to allow UVU students to participate in those internship positions.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by UVU and Experience Provider (individually “Party” and collectively “Parties”), the Parties mutually agree as follows:

Duties and Responsibilities: See Exhibit A, which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes.

Term: The term of this Agreement shall be five years from the Effective Date. At any time during the term of this Agreement, either Party may terminate this Agreement ninety (90) days after delivering a written notice of termination to the other Party, except that any termination shall not be effective until the last day of the academic semester following the delivery of the written notice of termination.

Exhibit A
TERMS AND CONDITIONS

1.0 Duties and Responsibilities of UVU

1.1 UVU will organize and coordinate a student internship program, which will provide UVU students with internship positions with Experience Provider, and which will provide Provider with the ability to advertise internship positions to UVU students.

1.2 UVU will certify the academic eligibility of students registering for internship positions. Each certified student intern will have the educational background and skills required for the advertised internship position and will meet departmental requirements for participation.

1.3 UVU will conduct a pre-internship orientation for all student interns and will provide all academic instruction, a grading system and criteria, and evaluation of all interns. UVU will grade each intern, determine the amount of academic credit to be earned through the internship position, and establish all academic requirements each intern must meet to earn the credit.

1.4 For each student intern, UVU will designate a Faculty Supervisor, who will monitor and evaluate the intern's performance during the internship, and serve as a liaison to better foster communication, expectations, and cooperative efforts between the Parties. UVU agrees to advise all interns of any known policies and procedures of Experience Provider related to student internships and the particular requirements of the internship positions as specified Provider.

1.5 UVU agrees to provide and maintain general liability insurance at all times during the term of this Agreement, subject to approved state judgment limitation amounts. Experience Provider agrees to provide and maintain reasonable comprehensive general liability insurance at all times during the term of this Agreement through commercial insurance or properly reserved self-insurance. The nature and amount of the insurance provided and maintained by a Party will be provided to the other Party upon written request.

1.6 UVU students performing international internships will purchase travel insurance from UVU's insurance provider.

2.0 Duties and Responsibilities of Experience Provider

2.1 Experience Provider agrees to prepare, for each student internship position, a position description that specifies the duties and responsibilities of the position. UVU will use the position description to determine the suitability of the internship for academic credit. Provider shall notify UVU of all selection criteria and any selection process requirements including, but not limited to, background investigations, drug testing, and health screenings.

2.2 Experience Provider will select student interns based on the Provider's needs and preferences. However, Provider represents that it is an equal opportunity employer and will not discriminate based upon sex, age, race, color, national origin, religion, or disability.

2.3 Experience Provider agrees to provide to each student intern workspace and resources sufficient for the intern to complete all internship assignments. The Provider shall give each intern an opportunity to perform a variety of tasks within the position description in order for the intern to acquire and practice various skills. Additionally, Provider agrees to have each intern be constructively involved with Provider during the entire period of the internship. Provider will provide all necessary work orientation, training, supervision and evaluations. Any intern evaluation materials provided by UVU to Provider shall be timely completed and returned to UVU in accordance with a mutually agreeable schedule, but no later than the end of an academic semester. Provider agrees to make reasonable efforts to accommodate requested site visits by UVU faculty, as well as designate an individual who will serve as the liaison with UVU and each intern.

2.4 If a student intern will not be paid for an internship position offered pursuant to this Agreement, the Parties acknowledge, and agree to comply with, the Utah statutory provisions regarding unpaid interns at Utah Code Ann. §53B-16-401, et seq. Accordingly, no such intern is an employee of Experience Provider, but rather is a volunteer worker of UVU solely for the purposes of receiving workers' compensation medical benefits, if applicable. Provider determines the schedule that each intern will maintain, but commits to a schedule that is sufficiently flexible to allow the intern to participate in any required internship meetings and required UVU academic classes and/or coursework.

2.5 If a student intern will be paid for an internship position offered pursuant to this Agreement, the intern will be a non-exempt employee of Experience Provider, which shall be responsible for providing to the intern all applicable wages, benefits, statutory withholdings, workers' compensation benefits, and other employment benefits required by applicable law. Provider shall determine the hourly or other compensation paid to the intern. Provider determines the schedule that the intern will maintain, but commits to a schedule that is sufficiently flexible to allow the intern to participate in any required internship meetings and required UVU academic classes and/or coursework.

3.0 General Terms and Conditions

3.1 Notice. Any notice to either Party under this Agreement must be in writing, signed by the Party sending it, and personally delivered or delivered by ordinary, registered, or certified mail to the following:

For Utah Valley University

UVU Internship Services
800 West University Parkway, MS 203
Orem, UT 84058
Phone: 801-863-6589
internships@uvu.edu

For Experience Provider

Organization _____
Contact Person: _____

Address: _____

City: _____
State: _____

Country _____
Phone: _____
Email: _____

3.2 Governing Law. The laws of the State of Utah will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Utah.

3.3 Assignment. Neither Party shall assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason or no reason.

3.4 Waiver. The failure by any Party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any rights or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such, or any other, term or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

3.5 Relationship of the Parties. In assuming and performing its obligations under this Agreement, each Party is an independent party and shall not be considered, nor represent itself as, a joint venturer, partner or agent of the other Party. This Agreement shall not create any rights in or inure to the benefit of any third-parties other than the student interns. Nothing in this Agreement shall be deemed or construed by the Parties or by any third-party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

3.6 Assumption of Responsibility/Governmental Entity. Each Party assumes responsibility for its own acts and omissions, and those of its employees, officers and agents while engaged in the performance of its obligations under this Agreement. Neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, any third-party, or their employees, officers or agents, and nothing in this Agreement shall be so interpreted or construed. Each Party will defend any lawsuit brought against it and pay any damages awarded against it. UVU is a governmental entity under the Governmental Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq. (1953 as amended) (the "Act")). Nothing in this Agreement shall be construed as a waiver by UVU, or by Experience provider if it is also a governmental entity as defined by the Act, of any rights, limits, protections or defenses applicable under the Act, including, without limitation, the provisions of § 63G-7-604 regarding limitations of judgments. This Agreement shall not be construed, with respect to third-parties, as waiver of any governmental immunity to which UVU is entitled or to which Experience Provider, if a governmental entity, is entitled.

3.7 Entire Agreement. This Agreement, which includes this Exhibit A, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings pertaining thereto. This Agreement may be modified only by a writing signed by both Parties. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives.

UTAH VALLEY UNIVERSITY

Title: Director, Internship Services

Name: _____

Signature _____

Date _____

EXPERIENCE PROVIDER

Job Title: _____

Name _____

Signature _____

Date _____

Updated: October 24th, 2019

Review Only