This master internship agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and is between Utah Valley University, a body corporate and politic of the State of Utah (“UVU”) and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Provider”).

UVU is a public university 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.

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.

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

The parties therefore agree as follows:

# **UVU’s Responsibilities**. During the Term (as defined below). UVU shall do all of the following:

## **Internship Program**. UVU shall organize and coordinate a student internship program (the “Internship Program”) for the purpose of identifying and providing UVU students who are potentially qualified for internship positions with Provider.

## **Advertisement by Provider**. UVU shall permit Provider to advertise Provider’s internship positions to UVU students.

## **Certification of Eligibility**. UVU 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 UVU’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, UVU 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.

## **Orientation**. UVU shall conduct a pre-internship orientation for all Interns.

## **Academic Supervision**. UVU 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.

## **Faculty Supervisor**. UVU shall designate, for each Intern, a Faculty Supervisor, who shall monitor and evaluate the Intern’s performance during the internship and serve as a liaison between UVU and Provider to better foster communication, expectations, and cooperative efforts between the parties.

## **Provider’s Policies**. If Provider furnishes UVU with copies of Provider’s policies that relate to the particular requirements of Provider’s internship positions, UVU will provide a copy of those policies to each Intern that is assigned to Provider.

## **International Internships Insurance and Travel**. UVU shall require all Interns performing internships outside of the United States to purchase travel insurance from UVU’s insurance provider. Provider acknowledges that the UVU Office for Global Engagement registers UVU student international travel, but does not coordinate travel logistics, visa support, accommodations and room/board, or internship work experiences abroad. Provider further acknowledges that internship credit is granted by UVU colleges and departments, but travel arrangements are the responsibility of the student in consultation with their internship provider or company.

# **Provider’s Responsibilities**. During the Term, Provider shall do all of the following:

## **Position Descriptions**. Provider shall, for each student internship position, prepare a position description that specifies the duties and responsibilities of the position. Provider shall provide a copy of each of these descriptions to UVU.

## **Intern Selection Criteria**. Provider shall notify UVU of all selection criteria and any background investigations, drug tests, health screenings, or other comparable requirements that Interns would be required to satisfy before beginning an internship. Provider may use any lawful selection criteria for Interns that Provider determines best fits Providers needs and preferences.

## **Intern Supervisor**. Provider shall designate, separately for each Intern, an employee of Provider to serve as the Intern’s supervisor and as the liaison between Provider and UVU relating to the Intern’s internship.

## **Intern Experiences**. Provider shall provide to each Intern:

### a designated workspace;

### resources sufficient for the Intern to complete all internship assignments;

### a designated work schedule (subject to section 6.3 where applicable);

### regular and meaningful opportunities to perform a variety of tasks within the position description, so that the Intern may acquire and practice skills relating to the Intern’s academic program at UVU;

### regular and meaningful opportunities to observe and participate in meetings and events relating to the subject matter of the internship; and

### regular training, supervision, and feedback.

## **Intern Evaluations**. Provider shall complete evaluation materials for each Intern, in the form and format specified by UVU, and provide the completed evaluations to UVU in accordance with a mutually agreeable schedule (but in any event no later than the last day of each of UVU’s academic semesters).

## **UVU Site Visits**. Provider shall permit UVU faculty or administrators to visit all locations of Provider where Interns are or may be placed pursuant to this agreement and make reasonable efforts to accommodate site visits of Provider’s facilities requested by UVU faculty or administrators.

# **Term**. For purposes of this agreement, the “Term” begins on the date of this agreement and ends on the third 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 UVU academic semester within which that notice was delivered**.** The Term may be extended only by a written agreement that complies with section 8**.**

# **Representations of Provider**. Provider states that:

## It has sufficient resources, employees, facilities, and available tasks to provide the internships contemplated by this agreement;

## It is an equal opportunity employer and does not discriminate in hiring or other employment decisions on any basis forbidden by law (including sex, age, race, color, national origin, religion, or disability); and

## 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.

# **Insurance**. 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 UVU and its Trustees to be named as additional insured parties on any policy that it maintains pursuant to this section. Provider shall provide UVU with evidence of the insurance (or self-insurance, where applicable) promptly upon UVU’s written request.

# **Provisions Applicable to Unpaid Internships**. 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”):

## 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.

## UVU will classify the Unpaid Intern as a volunteer worker of UVU solely to permit the Unpaid Intern to receive workers’ compensation medical benefits.

## 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 UVU academic courses, to complete UVU 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 UVU.

## 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.

## 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 UVU.

## 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 UVU).

## 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.

# **Provisions Applicable to Paid Internships**. 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”):

## Provider, and not UVU, 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).

## Provider shall schedule the Paid Intern in a manner that is sufficiently flexible to enable the Paid Intern to attend required internship meetings and UVU academic courses, while also having a reasonably sufficient time to complete UVU coursework and study (even if that coursework or study is unrelated to the Paid Internship).

## 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.

## 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).

## 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 arrange for UVU and its Trustees to be named as additional insured parties on any policy that it maintains pursuant to this section, and shall provide UVU with evidence of this insurance (or self-insurance, where applicable) promptly upon UVU’s written request.

## The parties do not intend for UVU to be considered or treated as a joint employer of any Paid Intern for any purpose. So long as Provider complies with this agreement, UVU will not have any ability to control or direct the manner by which Provider supervises or directs the work of any Paid Intern.

# **Separate Agreements between Provider and Interns**. 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 UVU’s written consent for the separate agreement (which UVU 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.

# **Amendments and Waivers**. No amendment of this agreement will be effective unless it is in writing and signed by both parties. No purported waiver of a failure to comply with this agreement will be effective unless it is in writing and signed by the party granting the waiver—and no such waiver will be effective to waive future compliance with this agreement (including with the obligation that was the subject of the waiver). To be valid, any document that UVU must sign pursuant to this section must be signed by its General Counsel.

# **Severability**. The parties intend that if any provision of this agreement is held to be unenforceable then that provision will be modified to the minimum extent necessary to make it enforceable (unless that modification is not permitted by law in which case that provision will be disregarded); that if modifying or disregarding the unenforceable provision would result in the failure of an essential purpose of this agreement then the entire agreement will be held unenforceable; that if an unenforceable provision is modified or disregarded in accordance with this section then the rest of the agreement will remain in effect as written; and that any unenforceable provision will remain as written in all circumstances other than the particular circumstance in which it was held to be unenforceable.

# **Changes in Law**. 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. If, after 30 days from the date of delivery of the notice of the Change in Law (or by the effective date of the Change of Law, if earlier), the parties are unable to reach an agreement concerning such a modification, then either party may terminate this Agreement. For purposes of this agreement a “Change in Law” means any means the occurrence, after the date of this agreement, of any of the following: (a) the enactment of any law or regulation, (b) a material amendment or other change to an existing law or regulation; (iii) a material change by a government authority or agency in the administration, interpretation, or implementation of an existing law or regulation; or (iv) the issuance of opinion letters, interpretive guidance, administrative policies, or similar directives by a government or authority or agency, whether or not having the force of law.

# **Force Majeure**.

## If a Force Majeure Event prevents a party from complying with an obligation in this agreement, that inability to comply will not be a breach of this agreement if (a) the party uses reasonable efforts to perform the obligation; (b) the party’s inability to perform the obligation is not due to its failure to either take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or to develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (3) that party complies with its obligations in sections 11.2 and 11.3 below. For purposes of this agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than any aspect of the COVID-19 pandemic, a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a Change in Law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

## If a Force Majeure Event occurs and a party is, because of that Force Majeure Event, prevented from complying with an obligation in this Agreement, the noncomplying party shall promptly notify the other party of the occurrence of that Force Majeure Event. This notice shall contain details of the Force Majeure Event’s effect on performance and how long the noncomplying party expects that effect to last. Thereafter, the noncomplying party shall update the information in the notice as reasonably necessary, and the parties shall negotiate in good faith whether to modify this agreement to address the effect of the Force Majeure Event.

## During a Force Majeure Event, the noncomplying party shall use reasonable efforts (at its expense) to limit damages to the other party and to resume its performance under this Agreement.

# **No Delegation by Provider**. Provider shall not subcontract or otherwise delegate any of Provider’s obligations in this agreement without UVU’s prior written consent. Any attempted delegation in violation of this section will be void.

# **Successors to UVU**. Upon notice to Provider, UVU may permit any successor to UVU or to all or substantially all of its assets—whether direct or indirect or by legislative action, purchase, merger, consolidation, change of form, or otherwise—to assume UVU’s rights and obligations in this agreement and to exercise and perform them in the same manner and to the same extent as if that succession had not taken place.

# **Limited Effect of Agreement**. 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 UVU.

# **Notices**. For a notice under this agreement to be valid, it must be in writing and delivered either by hand, by email, or by overnight delivery by a national transportation company with a signature requested and with all fees prepaid. 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, as applicable (except that if the party to whom it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then the notice will be effective upon that rejection, refusal, or inability to deliver). For a notice to be valid it must also be addressed using the following contact information, unless the party to whom it is addressed has given notice of a change of their contact information:

**For provider**:

Name:

Title:

Phone:

Address:

**For UVU**: Utah Valley University, c/o UVU Internship Services, 800 W. University Pkwy., Orem, Utah, 84058, internships@uvu.edu, with a copy to Clark Collings, General Counsel, 800 W. University Pkwy., Orem, Utah, 84058, ccollings@uvu.edu.

# **Drafting Conventions**. The plural of any term includes the singular, and the singular of any term includes the plural, as the case may be. All dates in this agreement refer to calendar days. All periods of time listed in this agreement are calculated by excluding the day of the event that triggers the period, counting each day within the period (including intermediate Saturdays, Sundays, and legal holidays in Orem, Utah), and including the last day of the period, except that if the last day is a Saturday, a Sunday, or a legal holiday in Orem, Utah, then the period continues to run until the end of the next day that is not a Saturday, a Sunday, or a legal holiday in Orem, Utah.

# **Authorization**. Each party states that it is authorized to enter into this agreement.

# **Governing Law**. The substantive and procedural laws of the state of Utah (other than its principles of conflicts of law) govern this agreement and all adversarial proceedings arising out of this agreement.

# **Venue for Disputes**. As the exclusive means of resolving any dispute arising out of this agreement, a party may file a lawsuit in a court whose territorial jurisdiction includes Utah County, Utah.

# **Third Party Beneficiaries**. The parties do not intend for there to be any third-party beneficiaries of this agreement (except for Interns and Indemnified Parties).

# **Indemnity**. Provider shall indemnify and defend UVU and its Trustees, administrators, faculty, employees, insurers, and representatives (each of these, an “Indemnified Party”), in each of the following circumstances: (a) any claim brought or threatened against an Indemnified Party by a third party (other than an Intern) that arises out of any internship conducted pursuant to this agreement; (b) any claim brought or threatened against an Indemnified Party by an Intern that either (i) is a claim for wages or other benefits supposedly due and relating to the internship, (ii) arises out of any duties or tasks performed by the Intern during the internship, or (iii) otherwise arises out of the Intern’s presence in or on Provider’s facilities or the Intern’s interactions or dealings with Provider or any of Provider’s officers, employees, or agents; (c) any claim brought or threatened against an Indemnified Party that arises out of a negligent act of Provider or any of Provider’s officers, employees, or agents; (d) any breach of this agreement by Provider; (e) any violation by Provider or its officers, employees, or agents, of any law or regulation in connection with any Intern or any internship; (f) any actual or threatened enforcement action against an Indemnified Party by the Department or Labor or any comparable state agency that relates to an actual or claimed failure of the Intern to receive all wages and benefits due on account of the internship; and (g) any actual or threatened enforcement action against an Indemnified Party by any other government agency (including a taxing authority) that relates to any internship provided by Provider or to any of Intern’s dealings or interactions with Provider or its officers, employees, or agents. An Indemnified Party who is owed a defense pursuant to this section may select lawyers of its own choice with respect to the matter for which the defense is owed and will be entitled to sole control over the defense of the claim (including with respect to potential settlement). For purposes of this agreement “Indemnifiable Losses” means any judgments, settlements, awards, fines, penalties, interest, attorneys’ fees, assessments, and other costs and expenses arising out of or relating to the circumstance in question.

# **Disclaimer**. Neither party will be liable to the other party for lost profits or other remote or speculative losses supposedly arising out of a breach or claimed breach of this agreement.

# **Attorneys’ Fees**. In any adversarial proceeding arising out of this agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees from the non-prevailing party, in addition to the prevailing party’s other costs and expenses of the proceeding.

# **Governmental Immunity**. Provider acknowledges that UVU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Chapter 63G-7 (the “Immunity Act”), If Provider is also a governmental entity under the Immunity Act, UVU likewise acknowledges that fact. By entering into this agreement, UVU does not intend to either (a) waive any protections, rights, or defenses available to UVU under the Act (including the limitations on judgments described in Section 63G-7-604), or (b) incur, by contract or otherwise, any liability for the operations, acts, or omissions of Provider or any other third party.

# **Entire Agreement**. This document contains the entire understanding and agreement between the parties concerning the subject matters covered in this document and supersedes all other agreements, understandings, and negotiations between the parties concerning those subject matters, whether written or oral. The parties state that, when deciding whether to enter into this agreement, neither of them relied upon any promise or other arrangement (oral or otherwise) that is not contained in this document.

One signature page follows.

The parties are each signing this agreement effective as of the date listed in the introductory clause:

UTAH VALLEY UNIVERSITY

By:

Director of Internship Services

PROVIDER

By: