



PAID INTERNSHIP AGREEMENT

This Paid Internship Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Employer” (as defined below) as of the “Start Date.”

Start Date: _____

End Date: _____

EMPLOYER: _____

UNIVERSITY: ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

Signed: _____

Office of the Provost

Printed: _____

300 E. University Drive, Suite 420

Title: _____

Tempe, AZ 85281

Signed: _____

Signed: _____

Printed: _____

Printed: Mark S. Searle

Title: _____

Title: Exec VP & University Provost

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the State Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Start Date: _____

End Date: _____

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Employer to enable an educational experience for University students (“students”) at Employer’s site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Employer will agree on a schedule for students’ participation at the Employer.
- 2.3. Students’ participation should complement the commercial and educational activities of the Employer. Student will be under the supervision of the Employer.
- 2.4. Student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Employer.
- 2.5. Either the Employer or the University may require the withdrawal or dismissal of any student if his/her performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Employer is obligated to provide for student’s transportation to and from the Employer or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Employer will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Employer personnel.
- 2.9. Student must adhere to the Employer’s established dress and performance standards.

3. EMPLOYER’S OBLIGATIONS

- 3.1. Employer agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of Student.
- 3.2. The Employer agrees to submit to the University an evaluation of student’s progress. The format for the evaluation is established by the University in consultation with the Employer.
- 3.3. The Employer is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Employer’s employees and agents. The Employer is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. Upon written request, Employer will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Employer by reason of any act or omission of the Employer or the Employer’s employees and agents.
- 3.5. Employer will hire the students as its temporary employees. The scope of students’ work and the agreed upon compensation will be documented on an individual basis for each student.
- 3.6. Employer may require the students to agree to Employer’s standard employee confidentiality and/or intellectual property agreements before starting work. Employer agrees not to require students to sign any non-compete agreement.

4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising student.
- 4.2. The University is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees and agents participating under this Agreement except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Employer's employees and agents. Upon written request, University will furnish Employer with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of [41 CFR §§ 60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.
- 5.2. **Conflict of Interest.** If within three (3) years after the execution of this Agreement, Employer hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes [ARS § 38-511](#). Notice is also given of [ARS §§ 41-2517](#) and [41-753](#).
- 5.3. **Arbitration in Superior Court.** As required by [ARS § 12-1518](#), the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to [ARS § 12-133](#).
- 5.4. **Records.** To the extent required by [ARS § 35-214](#), the non-ASU parties to this Agreement (jointly and severally, "Employer") will retain all records relating to this Agreement. Employer will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Employer.
- 5.5. **Failure of Legislature to appropriate.** In accordance with [ARS § 35-154](#), if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Employer and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 5.6. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA), [20 U.S.C. § 1232g](#). Employer will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Employer to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Employer as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Employer will comply with FERPA and will not make any disclosures of

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

ASU students' educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Employer or its employees and agents must comply with ASU's definition of legitimate educational purpose, which definition can be found at SSM 107-01: "Release of Student Information" (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If Employer violates the terms of this section, Employer will immediately provide notice of the violation to ASU.

5.7. **ASU Names and Marks.** Employer will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), without in each case, the prior written consent of ASU. Employer's use of any ASU Marks must comply with ASU's requirements including using the ® indication of a registered trademark where applicable.

5.8. **Title IX.** Title IX protects individuals from discrimination based on sex including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document "Internships and an Environment of Respect," <http://www.asu.edu/titleIX/Internships-and-an-Environment-of-Respect.pdf>. Educational Coordinators are required to review this document before interacting with ASU students and agree to comply with this document and to provide this document to any employee who may reasonably be expected to interact with an ASU student.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Employer hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Employer and that this Agreement is binding upon Employer in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.