

INTERNSHIP AGREEMENT

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2.6 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between SUU and Employer and their employees, Interns, or agents. Rather, SUU, and its Intern(s) shall at all times be considered independent contractor(s). Each Intern is placed with the Employer to receive educational experience as part of the academic curriculum unless mutually agreed upon by the Employer and the SUU Departmental internship coordinator, duties performed by an Intern are not performed as an employee of Employer or SUU.

2.6.1 While the duties are performed under direct supervision of Employer's personnel, it is generally understood that the Intern is in a compensated role under the Unpaid Internship requirements defined by the Department of Labor Fair Labor Standards Act (<http://www.dol.gov/whd/regs/compliance/whdfs71.pdf>), and, therefore,

3.3 Ensure that the Intern participates in the internship during the ~~spe~~

- 5.4 Work conscientiously under the direction of the supervisor assigned by the Employer, submitting all reports and assignments as required.
- 5.5 Report serious problems, including physical, safety, personnel, and other observed risk issues to the Employer Internship supervisor and the SUU Departmental Internship Coordinator.
- 5.6 Accept risks involved during the internship program. Participation as an intern may involve risks not found in study at the Institution. These include risks involved in traveling to and from the place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. There represents that he/she has conducted a risk investigation and is willing to accept these risks.
- 5.7 Consult with his/her personal physician in regard to necessary immunizations and any other medical matters relating to participation in the internship program.
- 5.8 Authorize SUU's designated representative to grant permission for any necessary medical treatment for which the Intern will be financially responsible, if, during participation in the program, such intern shall become incapacitated or otherwise unable to provide consent. If medical treatment and advance consent cannot be obtained from the intern's family/guardians
- 5.9 Be personally responsible for all housing, transportation, study, and other arrangements in connection with the internship and personally bear all associated costs unless these are provided by the Employer. In addition, be personally responsible for financial liability and obligation which is incurred, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by the Intern during participation in the internship program.
- 5.10 Abide by all applicable laws. Intern should understand that he/she must personally attend to any legal problems encountered or incurred as an Intern.
- 5.11 Acknowledge and agree that as an intern, he/she will be placed with the Employer to receive educational experience as part of his/her academic curriculum. Unless mutually agreed upon by the Employer and the SUU Departmental internship coordinator, duties performed as an Intern are not performed as an employee of the Employer but rather in fulfillment of the academic requirements of the Intern's educational experience and are to be performed under direct supervision by Employer personnel. Unless the Intern is approved to perform the internship as a compensated employee of the Employer, neither the Employer nor SUU is required to provide worker's compensation coverage for the Intern. Therefore, the Intern shall privately obtain and maintain in effect during the full period of the internship, appropriate health insurance policy if s/he desires such coverage
- 5.12 Understand that other expenses such as additional costs from the job (if Intern has one), broken equipment (like a cell phone, for example), damaged clothing, etc., will not be covered by the Employer or SUU
- 5.13 Acknowledge that all copyright and other intellectual property rights in any such original creative work produced by the Intern during times employed and working under the terms of the Internship shall be owned entirely by the Employer.

5.14 Acknowledge that he/she is bound by the terms and conditions of this agreement which specifically apply to interns.

6. Entire Agreement. This Agreement and the associated documents reference herein constitute the entire agreement of the parties with respect to the subject matter of this agreement.

7. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

8. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or email shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, this 4th day of February, 2015.