

Career Path Internship Agreement Off-Site Work

This Agreement between IDAHO STATE UNIVERSITY having its principal business address at 921 S. 8th, Stop 8108, Pocatello, ID 83209 (“ISU”) and _____, having its principal office located at _____ (“Company”), (each a “Party”, collectively the “Parties”), takes effect on _____.

Background

- ISU provides opportunities for students to work as interns in positions concomitant with their academic and professional interests.
- The Career Path Internship Program was developed to enhance student success by giving students hands-on experience to enhance their job readiness skills.
- Students are encouraged to hold off-campus internship positions to gain a paraprofessional experience that they may not otherwise have.

Agreement

In consideration of the promises and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by ISU and the Company, the Parties mutually agree as follows:

I. Duties and Responsibilities of ISU:

- A. ISU will organize and coordinate the student internship program, which will provide ISU students with internship positions with the Company.
- B. ISU will certify the academic eligibility of students registering for internship positions. Each student intern will have the educational background and skills required and will meet departmental requirements for participation. ISU does not guarantee completion of the internship by the student intern nor the quality of work of the student intern.
- C. ISU will designate a faculty supervisor for each student intern. The faculty supervisor shall serve as a liaison to better foster communication, expectations, and cooperative efforts between the Parties.
- D. ISU is a governmental entity and as such, maintains coverage through the State of Idaho’s Risk Management Division Self-retained Risk Program (see Idaho Tort Claims Act, [§6-901 - §6-929](#)).
- E. ISU represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.

II. Duties and Responsibilities of the Company:

- A. Company agrees to prepare a position description that specifies the duties and responsibilities of the position so that ISU can determine the suitability of the students to the position and to determine the suitability of the internship for academic credit.
- B. Company agrees to provide each student intern workspace and resources sufficient for the student intern to complete all internship assignments. Company shall give each student intern an opportunity to perform a variety of tasks within the position description in order for the student intern to acquire and practice various skills.
- C. Company agrees to provide all necessary work orientation, training, supervision, and evaluations. Company will provide a safe work environment and adhere to all applicable laws and regulations.
- D. Company agrees to maintain insurance of the types and in the amounts as follows:
 - 1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
 - 2. Automobile Liability Insurance (if applicable) with limits not less than \$1,000,000 Combined Single Limit, including Non-owned and Hired auto coverage
 - 3. Workers' Compensation with all statutorily required coverages to include Employer's Liability with minimum limits of \$100,000/\$500,000/\$100,000

All insurance shall be with companies properly licensed to do business in Idaho with an AM Best rating of A- or better. Company shall provide ISU a Certificate of Insurance naming the State of Idaho and Idaho State University as additional insureds.
- E. Company agrees to keep an accurate account of each hour that a student has worked and provide such records upon ISU's request.
- F. Company agrees to designate an individual who will serve as the liaison with ISU and each student intern.
- G. Company represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.

III. General Terms and Conditions:

- A. Either Party can terminate this Agreement by giving thirty (30) days' notice in writing. Should the Company wish to terminate this Agreement prior to the completion of the semester term, any student intern(s) shall have the opportunity to complete their internship.
- B. Either Party can require the withdrawal or dismissal of any student intern if his/her performance record or conduct does not justify continuance.
- C. Company agrees to defend, indemnify, and hold ISU, the State of Idaho, its State Board of Education, and their employees, agents, and representatives, harmless for any and all loss, claims, demands, causes of action, judgments, expenses, damages, fees, commissions, and costs, including attorneys' fees, arising out of

the breach of this Agreement and/or acts of the Company, its employees, agents, servants, representatives, or contractors in performing its obligations.

- D. Any notice required or permitted to be given under this Agreement is sufficient if made in writing and sent by first class mail, postage prepaid, to the address of the other party as set forth below or other address that the parties may later designate in writing.

If to ISU:

Lowell Richards
Assistant Vice President for Student Affairs
921 So. 8th Ave., Stop 8123
Pocatello, ID 83209

with copy to: The Office of General Counsel
921 So. 8th Ave., Stop 8410
Pocatello, ID 83209

If to Company:

- E. The laws of the State of Idaho 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 Bannock County.
- F. 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 at all.
- G. 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.
- H. Each Party is an independent party and shall not be considered, nor represent itself as, a joint venture, 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.
- I. This Agreement supersedes any other document, or other oral or written understanding that the Parties may have negotiated. This Agreement may only be modified by a writing signed by both Parties.

AGREED:

IDAHO STATE UNIVERSITY

COMPANY

By: _____

By: _____

Name: Lowell Richards

Name: _____

Title: Associate V.P. for Student Affairs

Title: _____

Date: _____

Date: _____