

Career Path Internship Master Agreement Off-Site Work

This Career Path Internship Master Agreement (“Agreement”) is entered into between IDAHO STATE UNIVERSITY (“ISU”) and _____, with its principal location at _____ (“Experience Provider”), (each a “Party”, collectively the “Parties”).

Background

- ISU provides opportunities for students to work as interns in positions consistent with their academic and professional interests.
- The ISU Career Path Internship Program was developed to enhance student success by giving students hands-on experience to enhance their job readiness skills.
- Students in the ISU Career Path Internship Program are encouraged to hold off-campus internship positions to gain a paraprofessional experience that complements their academic coursework.
- The purpose of this Agreement is to articulate the placement of ISU student interns with Experience Provider. The Parties recognize ISU makes no agreement to provide any specified number of student interns to Experience Provider and Experience Provider makes no agreement to accept a specified number of student interns from ISU.

Agreement

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 Experience Provider as agreed upon by the Parties.
- 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 ISU departmental requirements for participation. ISU does not guarantee completion of the internship by any student intern nor the quality of work of any 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 solely responsible for the proper payment of any compensation due to each student intern up to the first 20 hours worked per week. This includes the filing and payment of any taxes, penalties or interest as required by any federal, state or local authority in connection with ISU’s obligations under this Agreement.

- E. ISU is a governmental entity and as such maintains insurance coverage through the State of Idaho's Risk Management Division Self-retained Risk Program (see Idaho Tort Claims Act, [§6-901 - §6-929](#)) for its employees acting in the course and scope of their employment, including students in the Career Path Internship Program.
- F. ISU represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.
- G. ISU may, in its discretion, reject or require modifications to any proposed student intern position description.

II. Duties and Responsibilities of Experience Provider:

- A. Experience Provider agrees to prepare a position description that specifies the duties and responsibilities of each intern position at Experience Provider so that ISU can determine the suitability of the students to the position and the suitability of the internship for academic credit. The determination of which and how many student interns will be placed with Experience Provider shall be a joint decision between the Parties, and all CPI student internships at Experience Provider shall be governed by this Career Path Internship Master Agreement.
- B. Experience Provider shall accept the primary responsibility for supervision and control of each student intern while at the worksite.
- C. Experience Provider agrees to provide each student intern workspace and resources sufficient for each student intern to complete all internship assignments. Experience Provider shall give each student intern an opportunity to perform a variety of tasks within the position description in order for each student intern to acquire and practice various skills.
- D. Experience Provider is solely responsible for the proper payment of any compensation due to each student intern for hours worked in excess of 20 hours per week. This includes the filing and payment of any taxes, penalties or interest as required by any federal, state or local authority in connection with the Experience Provider's obligations under this Agreement.
- E. Experience Provider agrees to provide all necessary work orientation, training, and evaluations necessary for each student intern. Experience Provider will provide a safe work environment and adhere to all applicable laws and regulations.
- F. Experience Provider 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 each accident /\$100,000 each employee / \$500,000 policy limit.

All insurance shall be with companies properly licensed to do business in Idaho with an AM Best rating of A- or better. Experience Provider shall provide ISU a Certificate of Insurance naming the State of Idaho and Idaho State University as additional insureds.

- G. Experience Provider agrees to keep an accurate account of each hour that a student has worked and provide such records upon ISU's request.
- H. Experience Provider agrees to designate an individual who will serve as the liaison with ISU and each student intern.
- I. Experience Provider represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.
- J. Experience Provider agrees to keep student intern educational records confidential in accordance with applicable law.

III. General Terms and Conditions:

- A. The term of this Agreement will commence upon execution and continue for five years. Either Party may terminate this Agreement by giving thirty (30) days' notice in writing. Should the Experience Provider wish to terminate this Agreement prior to the completion of the semester term for reasons other than professional misconduct, the student intern(s) shall have the opportunity to complete the semester.
- B. Either Party can require the immediate withdrawal or dismissal of any student intern if the student intern's performance record or conduct does not justify continuance.
- C. Experience Provider 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 reasonable attorneys' fees, to the extent arising out of the breach of this Agreement and/or the negligent acts of Experience Provider, 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:

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

If to Experience Provider:

- 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

Signature: _____



Name: Lowell Richards

Title: Associate V.P. for Student Affairs

Date: _____

EXPERIENCE PROVIDER

Signature: _____

Name: _____

Title: _____

Date: _____