

# **WALLA WALLA UNIVERSITY**

## **INTERNSHIP SPONSOR AGREEMENT**

This Internship Agreement (“Agreement”) is between \_\_\_\_\_ (“Sponsor”) and Walla Walla University (the “University”) with respect to professional training experience provided to one or more students of Sponsor (“Intern”).

In consideration of the opportunity afforded to Sponsor’s Intern to receive professional training experience from the University, the parties agree to the following:

### **A. Federal and State Conditions for Internships**

The U.S. Department of Labor and Washington Administrative Policy ES.C.2 (RCW 49.12; WAC 296-126) provide clear standards and guidelines for internships. By signing this Agreement, the parties understand and acknowledge the following conditions of the internship:

1. Intern is not entitled to wages or compensation for the time spent in the internship.
2. The internship, even though it includes actual operation of the facilities of the University, is similar to training which would be given in an educational environment.
3. The internship is tied to Intern’s formal education program by integrated coursework or academic credit.
4. The internship will accommodate Intern’s academic commitments by corresponding to Intern’s academic calendar.
5. The internship is for the benefit of Intern.
6. The internship’s duration is limited to a period during which it provides Intern with beneficial learning, as provided below.
7. Intern’s work will complement and not displace the work of other University employees, while providing significant educational benefits to Intern under the close supervision of existing staff.
8. The University derives no immediate advantage from the activities of Intern.
9. Intern is not entitled to a paid job at the end of the internship.

### **B. Responsibilities of Sponsor**

1. Sponsor will retain ultimate responsibility for the education of its students.
2. Sponsor will advise Intern regarding the confidentiality requirements in this Agreement and advise Interns that the confidentiality requirements survive the termination or expiration of this Agreement.
3. The University will require Intern to maintain health insurance and provide proof of health insurance to the University. The University may request the student provide proof of insurance prior to the beginning of the internship.
4. The University may require Intern to pass a criminal background check. Any associated costs will be paid by the University.
5. The University may require Intern to undergo a drug test pursuant to the University’s policies and procedures. Any associated costs will be paid by the University.
6. Sponsor will advise Intern that he or she is required to comply with the University’s rules, regulations, policies and procedures.
7. Sponsor will provide the University a Certificate of Insurance of General Liability/Professional Liability naming the University as an additional insured with coverage limits of at least One Million Dollars (\$1,000,000.00) per claim for Intern. By signing this Agreement, Sponsor warrants and represents to the University that Sponsor’s students, including Intern, are insured.

### **C. Responsibilities of the University**

1. The University will maintain a positive, respectful and adequately resourced educational environment so that sound professional training experiences can occur. Intern will have the opportunity to experience professional training as set forth in the Intern Agreement (attached and incorporated into this Agreement as **Exhibit A**).

2. The University will assign a supervisor who will work with Intern to determine a regular internship schedule. Such supervisor will oversee the duties of Intern and be available for counsel or advice, and meet with Intern regularly to discuss the progress of the internship.
3. The University will accommodate Intern's academic commitments by corresponding the internship to Intern's academic calendar.
4. The University will, upon request, assist Sponsor in the evaluation of the learning and performance of Intern by completing evaluation forms provided by and returned to Sponsor in a timely fashion.
5. In the event Intern is exposed to an infectious or environmental hazard or other occupational injury while on University premises, the University will provide such emergency care as is provided to its employees. If the University does not have the resources to provide such emergency care, the University will refer Intern to the nearest emergency facility. Intern will be responsible for any charges thus generated.
6. The University, its employees, agents and representatives will maintain in confidence student files and personal information and limit access to only those employees or agents on a need to know basis and agrees to comply with the Family Educational Rights and Privacy Act, as amended (FERPA), to the same extent as such laws and regulations apply to the University. For purposes of this Agreement, pursuant to FERPA, Sponsor hereby designates the University as a school official with a legitimate educational interest in the educational records of the Intern to the extent that access to the records is required by the University to carry out the internship.
7. The University will provide written notification to Sponsor promptly if a claim arises involving a student.
8. Ensure that Intern understands and signs a copy of the Intern Confidentiality Agreement (attached and incorporated into this Agreement as **Exhibit B**).
9. If Intern is under age 18, ensure that Intern and Intern's parent or guardian understand, complete and sign a copy of the Emergency Permission and Health Form for Minors (attached and incorporated into this Agreement as **Exhibit C**).

#### **D. Term and Termination**

This Agreement becomes effective as of the date of the last signature below ("Effective Date") and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon thirty (30) days' prior written notice to the other party. The University may, at any time in its sole discretion, terminate any internship without notice or cause.

#### **E. Internship Disclaimer**

The University internship is for the benefit of Sponsor's Intern. Intern will not be considered an employee or agent of the University for any purpose. Intern will not be entitled to receive any compensation from the University, or any benefits of employment from the University, including but not limited to health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. The University will not be required to purchase any form of insurance for the benefit or protection of any student of Sponsor, including Intern.

#### **F. No Agency Relationship Between Parties**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other party except as provided specifically to the contrary herein.

#### **G. Indemnification**

Sponsor agrees to indemnify, defend, and hold harmless the University from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of the internship to the fullest extent allowed for by Washington law.

## H. Notices

All notices or other communications provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, at the respective addresses identified below:

**TO SPONSOR:**      Name: \_\_\_\_\_  
                         Address: \_\_\_\_\_  
                         Telephone: \_\_\_\_\_  
                         E-mail: \_\_\_\_\_

**TO UNIVERSITY:**    Risk & Safety Management  
                         Walla Walla University  
                         204 South College Avenue  
                         College Place, WA 99324  
                         Phone: (509) 527-2250  
                         Fax: (509) 527-2249  
                         Email: risk.safety.management@wallawalla.edu

## I. No Payments

No payments shall be made between the parties or to the Intern in connection with this Agreement.

## J. Severability

Unenforceability or invalidity of one or more clauses in this Agreement shall not have an effect on any other clause in this Agreement.

## K. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior negotiations, commitments, agreements and understandings between the parties. No amendment, consent or waiver of terms of the Agreement shall bind either party unless in writing and signed by both parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**SPONSOR:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## WALLA WALLA UNIVERSITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### INTERN AGREEMENT

By signing and dating this Intern Agreement ("Intern Agreement"), the undersigned student ("Intern") understands and voluntarily agrees to be bound by the Internship Sponsor Agreement between \_\_\_\_\_ ("Sponsor") and Walla Walla University ("University").

This Intern Agreement is intended to establish specific guidelines and identify the goals of this professional learning opportunity. The U.S. Department of Labor and Washington Administrative Policy ES.C.2 (RCW 49.12; WAC 296-126) provide clear standards and guidelines for internships. By signing this Agreement, the Intern understands and acknowledges the following conditions of the internship:

1. Intern is not entitled to wages or compensation for the time spent in the internship.
2. The internship, even though it includes actual operation of the facilities of the University, is similar to training which would be given in an educational environment.
3. The internship is tied to Intern's formal education program by integrated coursework or academic credit.
4. The internship will accommodate Intern's academic commitments by corresponding to Intern's academic calendar.
5. The internship is for the benefit of Intern.
6. The internship's duration is limited to a period during which it provides Intern with beneficial learning, as provided below.
7. Intern's work will complement and not displace the work of other University employees, while providing significant educational benefits to Intern under the close supervision of existing staff.
8. The University derives no immediate advantage from the activities of Intern.
9. Intern is not entitled to a paid job at the end of the internship.

Intern's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
street city state zipcode

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Internship Site/Department: \_\_\_\_\_

WWU Supervisor's Name and Title: \_\_\_\_\_

Title of Internship Position: \_\_\_\_\_

Internship Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Hours per week / day (circle one): \_\_\_\_\_

**Internship Description (WWU Supervisor):** Describe the tasks/projects Intern will be responsible for during the internship (or attach a list of duties).

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**Educational Objectives (Intern):** What do you want to gain from this internship? Will you explore career possibilities, develop skills, etc.?

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**Supervisor Responsibility and Evaluation:** The supervisor agrees to:

1. Oversee the duties of Intern and be available for counsel or advice.
2. Meet with Intern regularly to discuss the progress of the internship.
3. Contact University Risk and Safety Management if there are concerns/problems that cannot be negotiated with Intern.
4. Supply a final evaluation of Intern that includes total hours worked and a performance evaluation rating.
5. Ensure that state maximum work hours for minors are not exceeded (See Intern Supervisor Reference).

**INTERN AGREES TO:**

By signing this Intern Agreement, Intern understands and voluntarily agrees to the following:

1. This internship is educational in nature and there is no guarantee or expectation that Intern will receive any compensation for the internship or that the internship will result in employment.
2. The University may, at any time in its sole discretion, terminate the internship without notice or cause.
3. Intern will maintain a regular internship schedule determined by the Intern and their supervisor.
4. Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
5. Intern will obey the policies, rules and regulations of the University and comply with the University's practices and procedures.
6. Intern will furnish his/her supervisor with all necessary information pertaining to the unpaid internship, including related assignments and reports.
7. Under no circumstances will Intern leave the internship without first conferring with Intern's supervisor.
8. Transportation to and from the internship site is the sole responsibility of Intern.
9. Intern is fully aware of the risks and hazards associated with the internship. Intern understands and agrees that situations may arise during the internship which may be beyond the control of the Intern, supervisor and University. Intern voluntarily assumes all risks of loss, including but not limited to property damage, or personal injury including death, associated with participation in the internship, unless caused by the gross negligence or willful misconduct of the University, its officers, agents or employees.
10. In consideration of the opportunity afforded to the Intern to participate in the internship, Intern hereby agrees that he/she, his/her assignees, heirs, guardians, and legal representatives, will release, forever discharge the University and its officers, directors, agents, employees, successors, and assigns from any liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage or injury, including death that may be sustained by Intern or property belonging to Intern and arising from Intern's participation in the internship with the University. Intern hereby waives all claims which Intern has now or may hereafter have against the University in any connection with the internship with the University

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Intern Name (printed)

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Signature

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Date

**Interns under age 18 are also required to complete the information on the following page and have their parent/guardian sign.**

## MINOR INTERNS UNDER AGE 18

Minors under the age of 14 are prohibited from interning. If Intern is under the age of 18, Washington law limits the number of hours minors are allowed to work across all jobs and prohibits minors from performing tasks where there is a risk of exposure to agents that pose higher health risks, such as bloodborne pathogens, human body fluids, radioactive and hazardous substances, or jobs requiring personal protective equipment other than gloves, boots, eye protection or hard hats.

Parent/Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_  
street city state zip code

Is minor Intern currently employed at any job(s)? Yes / No (circle one)

If yes, list total number of hours per week worked at job(s): \_\_\_\_\_

By signing this Agreement, Intern and Intern's parent/guardian further agree and understand:

1. Minors under the age of 14 are prohibited from interning.
2. Intern is not permitted to perform activities with the possibility of exposure to agents that pose higher health risks to Intern.
3. Intern may not be under constant supervision of University personnel.
4. Intern and Intern's parent/guardian are responsible for disclosing all medical conditions to the University and are required to submit a completed and signed Emergency Permission and Health Form for Minors to the University (attached as **Exhibit C** to the Internship Sponsorship Agreement).
5. Intern is required to provide proof of date of birth in one of the following forms to the University:
  - a. A birth certificate and a Social Security card; or
  - b. A driver's license; or
  - c. A passport; or
  - d. A notarized statement of a parent or guardian.

\_\_\_\_\_  
Parent/Guardian Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**It is the Intern's responsibility to make sure that all paperwork and supporting documents, including the intern agreement, confidentiality agreement and proof of age (if a minor), are received by the University. All required paperwork must be received by the internship site/department, and forwarded to Risk & Safety Management with an Approval Process Form, including authorized signatures, before the internship begins.**

## EXHIBIT B

### INTERN CONFIDENTIALITY AGREEMENT

The security of all confidential records maintained by Walla Walla University (the “University”) must be strictly protected. The privacy of student and employee records is protected by state and federal law. No person should access, disseminate, copy, release or utilize Confidential Information for any purpose other than directly related to the person’s job. This policy applies during and after the internship and governs disclosure and use within the University as well as to outside third parties or organizations.

Confidential Information includes all student records, employee records, financial information, donor information, business plans, course test materials, faculty course preparation materials, documents and information marked as or treated as confidential, compensation information, intellectual property, inventions and creative works not yet released to the public.

All users of the University’s Confidential Information are expected to:

1. Protect all rights to privacy and confidentiality.
2. Deny information to individuals who have no legal rights to its use or access.
3. Access and utilize information only in connection with your specific job function.
4. Keep passwords private.
5. Always log off of all University electronic devices and systems when leaving the immediate area unless appropriately secured, i.e. password screensaver, locked office.
6. Not allow any operator to use a University electronic device or system which has been signed on under any other operator’s use, ID or password or to divulge such ID or password to others.
7. Not allow anyone to personally benefit from information which has been gained through the internship.
8. Not exhibit or divulge the contents of any record or report except in the conduct of your internship duties.
9. Not include knowingly in any records or reports a false, inaccurate or misleading entry.
10. Not remove, copy, forward, download or access any Confidential Information without approval.
11. Not act in conspiracy to violate any part of this policy.
12. Prohibit others from accessing any Confidential Information or records.
13. Not take any action that could allow Confidential Information to be accessed by those who are unauthorized.
14. Not send Confidential Information to personal electronic devices.
15. Maintain Confidential Information in secure locations and handle in a secure manner.
16. Report any violation of this policy to your supervisor.

Violation of this policy may lead to discipline up to and including dismissal. I agree to support and abide by this policy as outlined.

\_\_\_\_\_  
Intern Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Interns under age 18 must have their parent/guardian also sign:**

\_\_\_\_\_  
Parent/Guardian Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C**  
**EMERGENCY PERMISSION AND HEALTH FORM FOR MINORS**

Name of minor child \_\_\_\_\_ Sex:        M        F        (circle)

Mailing Address: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

street

\_\_\_\_\_ Birthdate \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
city                                  state                                  zip code

Mother/Guardian's Cell Phone \_\_\_\_\_ Work/Daytime Phone \_\_\_\_\_

Email address \_\_\_\_\_

Father/Guardian's Cell Phone \_\_\_\_\_ Work/Daytime Phone \_\_\_\_\_

Email address \_\_\_\_\_

Minor Child's Physician \_\_\_\_\_ Telephone Number \_\_\_\_\_

Mailing Address: \_\_\_\_\_

street

\_\_\_\_\_ city                                  state                                  zip code

Date of last examination by physician \_\_\_\_\_

Medical Insurance \_\_\_\_\_

Insurance Number \_\_\_\_\_

Please list any allergies that your minor child has. Please list any items that they need to specifically refrain from:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does your minor child have a physical condition requiring special attention, such as Diabetes, Asthma, Epilepsy, frequent cold, etc. Please explain:

\_\_\_\_\_

\_\_\_\_\_

**PARENT/GUARDIAN PERMISSION**

I hereby give permission that my minor child \_\_\_\_\_, may be transported by ambulance or car to an emergency care center for treatment. In the event that I cannot be contacted, I further consent to the medical, surgical, and hospital care, treatment and procedures, to be performed for my minor child by a licensed physician or hospital when deemed immediately necessary and advisably by the physician to safeguard my minor child's health.

\_\_\_\_\_  
Parent/Guardian Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date