

# INTERNSHIP MASTER AGREEMENT

Brigham Young University

This Agreement is entered into this 10 day of May, 2016 ("Effective Date") between Brigham Young University, a Utah nonprofit corporation and educational institution ("BYU"), and County of Tulare (the "Experience Provider") located at 5957 S. Mooney Blvd. Visalia, CA 93277.

1. **PURPOSE.** In order to facilitate internship opportunities and educational experiences for students, this Agreement is intended to govern the relationship between Experience Provider and BYU with respect to student Interns from BYU in an internship arrangement with the Experience Provider.

## 2. GENERAL CONSIDERATIONS.

2.1 An internship is a cooperative student program between BYU and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help students of BYU (each an "Intern") acquire skills and knowledge related to their chosen field of study or occupation.

2.2 This Agreement is effective as of the Effective Date and will terminate on 13 April 2019 or may be terminated by BYU or the Experience Provider for any reason by providing 90 days advance written notice to the other party.

2.3 Experience Provider and BYU shall each provide a contact person (the "Internship Coordinator") for activities related to the performance of this Agreement. The following contact names and addresses shall be the initial Internship Coordinators for the Experience Provider and for BYU. Others may be designated in writing by the parties at any time.

### For Experience Provider:

County of Tulare

5957 S. Mooney Blvd. Visalia, CA 93277.

Telephone: 559-624-7382

Email: [rstewart@tularehhsa.org](mailto:rstewart@tularehhsa.org)

### For BYU:

Health Science

2148 LSB, Provo, UT 84602

Telephone: 801-4221943

Email: [Stephanie\\_lutz@byu.edu](mailto:Stephanie_lutz@byu.edu)

2.4 BYU and the Experience Provider agree to indemnify each other from any claims or liability, due to their respective negligent acts or omissions arising from the performance of this Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise of indemnity.

2.5 Neither BYU nor the Experience Provider will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other party's actions, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both the Experience Provider and BYU, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.

2.6 This Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYU and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic

requirements of the educational experience and are performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for the Interns participating in the educational experience.

As the Interns work in a voluntary capacity, are not paid for any services rendered and Experience Provider covers its volunteers for workers' compensation, Experience Provider agrees to cover interns for workers' compensation while performing services to Experience Provider under this agreement.

2.7 The parties acknowledge and agree that it shall be the responsibility of each Intern to: (i) comply with the Experience Provider's policies and procedures; (ii) report any serious problems related to the Experience Provider, including safety and personnel problems, to the Internship Coordinator at BYU and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship with the Experience Provider.

2.8 This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

2.9 This Agreement covers (check one):

- Single location of Experience Provider—i.e., only that location with address listed above. (Note: a separate agreement will be required for each different location of Experience Provider.)
- Multiple locations of Experience Provider—i.e., only those locations listed below. (Attach sheet if additional space needed.)

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**All locations** of Experience Provider.

**3. RESPONSIBILITIES OF BYU.** BYU shall:

3.1 Provide course information and objectives, and ensure that each participating Intern meets academic and other qualifications that are consistent with the objectives and requirements of BYU's program;

3.2 Make reasonable efforts to ensure that each Intern from BYU is aware of Intern's responsibilities to abide by the terms of Section 2.7, and that each Intern from BYU shall agree to abide by the terms in the "Student Agreement" attached as Exhibit A;

3.3 Make reasonable efforts to ensure that the Intern participates in the internship during the

- 3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision;
- 3.5 Ensure that for each internship, the Internship Coordinator of BYU (i) maintains ongoing contacts with the Intern and the Experience Provider, (ii) discusses the specifics and expectations of the internship with the Intern and the Experience Provider, (iii) monitors the Intern's progress with the Intern and the Experience Provider, and (iv) advises the Intern relative to a program of study related to the internship experience; and
- 3.6 Provide liability insurance to cover damage or harm caused by the Intern in the amount of \$1,000,000 per person, per occurrence, \$3,000,000 in the aggregate. If this required insurance is written on a claims made form, the retroactive date must be before the date of this agreement or the beginning of the Intern's supervision by the Experience Provider, must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the internship.

4. **RESPONSIBILITIES OF THE EXPERIENCE PROVIDER.** The Experience Provider shall:

- 4.1 Provide planned and supervised opportunities for each Intern within the Tulare County Health and Human Services Agency to perform tasks to acquire and practice various skills based on objectives compatible with those of BYU's program;
- 4.2 Orient the Intern to the Experience Provider's rules, policies, procedures, methods, and operations;
- 4.3 Evaluate the Intern's performance and notify BYU's Internship Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Intern;
- 4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Experience Provider;
- 4.5 If applicable, pay the Intern the agreed upon rate of compensation for the term of the internship and fulfill all legal requirements related to Experience Provider's independent contractor/employment relationship with the Intern; and
- 4.6 Accept the primary responsibility for supervision and control of the Intern at the internship site.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

**Experience Provider**

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

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

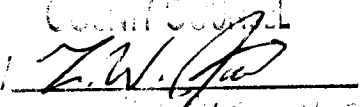
Date: \_\_\_\_\_

**Brigham Young University**

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

Printed Name: Adrienne Chamberlain

Date: 22 April 2016

  
 M. Z. W. [unclear]  
 2016 (2016783)

**EXHIBIT A**  
**STUDENT AGREEMENT**  
**BRIGHAM YOUNG UNIVERSITY**

The student hereby agrees to the following:

1. Be enrolled as an internship student.
2. Comply with all Experience Provider rules, policies and procedures.
3. Complete the internship during the dates specified unless modified by the Experience Provider and BYU. Students who feel they must leave or not start an internship for which they have registered must do the following: (1) Consult the BYU department/college internship coordinator or faculty member supervising the internship and explain their reasons for wanting to discontinue the internship. (2) If the department agrees with the student's decision, the internship provider must be given appropriate, timely notice about the discontinuance. (3) If the decision to discontinue comes after the drop deadline, the student must petition to quit the internship. (4) If the student has received money from a BYU college or department to help defray expenses associated with the internship, the student may be required to give back an amount commensurate with the time not spent in the internship. Students who leave internships early without notifying their BYU supervisor and the internship site supervisor may receive a low or failing grade for the internship and may be blocked from registering for future internships.
4. Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
5. Report serious problems, including physical, safety and personnel, to the Experience Provider supervisor and the BYU Internship Coordinator.
6. Complete all BYU academic assignments and course work as outlined by the applicable department.
7. Adhere to BYU's Honor Code and the Experience Provider's Standards of Personal Conduct and Dress and Grooming Standards.
8. Receive and read a copy of the Internship Master Agreement between BYU and the Experience Provider. I acknowledge that it is incorporated by reference into this Agreement and that I am bound by such terms and conditions therein which specifically apply to interns.
9. Consult with my personal physician in regard to necessary immunizations and any other medical matters relating to my participation in the internship program.
10. Authorize BYU's designated representative to grant permission for my necessary medical treatment for which I will be financially responsible if, during my participation in the program, I become incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from my family.
11. Participation as an intern may involve risks not found in study at BYU. These include risks involved in traveling to and returning from place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. I represent that I have made my own investigation and am willing to accept these risks.
12. Be personally responsible for all housing, transportation, study, and other arrangements in connection with my internship and personally bear all associated costs. In addition, be personally responsible for any financial liability and obligation which I personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by me during my participation in the internship program. I understand that BYU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the internship. I understand that BYU is

- not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss, or theft of personal belongings, delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third party providers of goods or services.
13. Abide by all applicable laws. I understand I must personally attend to any legal problems I encounter or incur as an intern.
  14. Acknowledge and agree that BYU is acting as an internship facilitator only and that BYU will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the internship, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider's actions, inactions or negligence, even if BYU has been advised of the possibility of such.
  15. Acknowledge and agree that as an Intern, I am placed with the Experience Provider in order to receive educational experience as part of my academic curriculum; my duties performed as an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of my educational experience and are to be performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for my participating in this educational experience. As an intern, I understand I work in a voluntary capacity, I am not paid for any services rendered and that Experience Provider agrees to cover me for workers' compensation while performing services to Experience Provider under this agreement.
  16. Acknowledge that all creative work performed as part of my internship shall be considered a "work made for hire," and that all copyright and other intellectual property rights in any such original creative work produced by me shall be owned entirely by the Experience Provider. Further, I agree not to utilize, incorporate, or otherwise make use of any pre-existing intellectual property and/or trade secrets of Brigham Young University in the creative work or internship performance without the express written permission of Brigham Young University.