**INTERNSHIP AGREEMENT**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

ON BEHALF OF ITS

**UC Cooperative Extension** (County) **County**

AND

(Other Party)

This Internship Agreement (“Agreement”) is entered into by and between (Other Party) (“Cooperator”) and The Regents of the University of California on behalf of UC Agriculture and Natural Resources and its UC Cooperative Extension (County) County for its (program, if applicable) (collectively, “University”).

1. PURPOSE

The purpose of this Agreement is to create applied learning experiences for students which are mutually beneficial for all parties involved (“Internship”), as further described in Exhibit A, Internship Description, which is hereby attached and incorporated by reference. The Internship will be conducted at the following location: (Insert physical address) (“Premises”).

1. TERM

This Agreement is to be in effect from the date of last signature below and extend for an initial period of one (1) year. At the end of the period, this Agreement may be reissued for another one (1) year period. (Or insert other text stating agreed upon time frame for Agreement renewal)

1. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

(Name, Title)

(Agency or Organization)

(Address)

(City, State, Zip)

Email:

For University:

(Name), UCCE County Director

UC Cooperative Extension (County) County

(Address)

(City), California (Zip)

Email:

1. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent trainee and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

1. INSURANCE

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this Agreement. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

1. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

1. OTHER TERMS
   1. *Copyright*: The University shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this Agreement.
   2. *Use of Name*: Nothing contained in this Agreement confers on either party the right to use the other party’s name without prior written permission, or constitutes an endorsement of any commercial product or service by University.
   3. *Consideration*: There shall be no monetary obligation on the University or Cooperator, one to the other.
   4. *Information Privacy:* All parties shall endeavor to hold any personal information received in the course of this Internship confidential, to the greatest extent permitted by University policy and applicable federal and state statutes.
   5. *Non-Discrimination:* The University prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, family/parental status, income derived from a public assistance program, political beliefs, age, sexual orientation, citizenship, or status as a U.S. veteran, or reprisal or retaliation for prior civil rights activity. UC Policy is intended to be consistent with the provisions of applicable State and Federal laws.
   6. *Modification:* This Agreement may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.
   7. *Dispute Resolution:* Should any conflict arise as the result of this Agreement, University and Cooperator shall meet to resolve the conflict.
   8. *Termination:* Either party may terminate this Agreement upon giving sixty (60) days’ written notice to the other party.
   9. *Electronic Signatures:* This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
   10. *Execution in Counterparts:* This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

COOPERATOR

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(Name, Title) Date

(Agency or Organization)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Robin Sanchez, Director Date

Policies, Compliance, and Programmatic Agreements

University of California Agriculture and Natural Resources

**Exhibit A: Internship Description**

1. BACKGROUND

Cooperator is a (type of organization, i.e., “an incorporated, non-profit organization”). (Insert additional text indicating the focus of the other party, including their mission, goals, information about them, religious/political affiliation, etc.).

The University of California Cooperative Extension is committed to service in the community, and applied learning experiences for students. This is accomplished through field education, service-learning, internships, research, and other activities that integrate students’ academic study with practical experience. University applied learning experiences will help build your professional experience and skills in all areas.

1. RESPONSIBILITIES
2. Cooperator agrees to advise the student(s) of their responsibility to:
3. Participate in all training required by University.
4. Exhibit professional, ethical and appropriate behavior while participating in the course and scope of this Agreement.
5. Complete all assigned tasks and responsibilities in a timely and efficient manner.
6. Abide by University’s policies and rules of conduct.
7. Maintain the confidentiality of the University’s proprietary information, records and information concerning its clients.
8. If appropriate, obtain the student’s fingerprints, background check and/or health screening test results; and send University a letter of attestation of clearance for each student participating.
9. List any other responsibilities of Cooperator
10. University agrees to:
11. Identify the student’s supervisor, who agrees to: meet with student regularly to facilitate the student’s learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of student while on site.
12. Provide an orientation that includes: a site tour; an introduction to staff relevant to the student’s experiential learning activities; a description of the characteristics of and risks associated with the emergency procedures; and information detailing where students check-in and how they log their time.
13. Provide student with a written description of the student’s tasks and responsibilities.
14. Provide appropriate training, equipment, materials and work area for student(s) prior to the student(s) performing assigned tasks or working with University clients.
15. Inform student if there is a need for an attestation of clearance for background check, fingerprinting and/or a health screening test/clearance (such as a tuberculosis test/screening).
16. Evaluate the student if requested by Cooperator and contact Cooperator if the student fails to perform assigned tasks or engages in misconduct.
17. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student’s participation in the learning experience at University, and providing prompt notification (with 24 hours) to the Cooperator. Student is responsible for all associated costs and fees.
18. University will notify the appropriate Cooperator program coordinator in writing, within 24 hours of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at University during the contract period.
19. University may dismiss a student if the student violates its standards, mission or goals. University will document its rationale for terminating a student and provide the Cooperator with a copy of the rationale upon request.
20. University will not request transportation assistance from students. Students are not to provide transportation as part of the internship/service-learning duties.
21. List any other responsibilities of University