

Agreement for PAID Internship for Academic Credit



School of Hotel and Restaurant Management

This Agreement is entered into by and between the Arizona Board of Regents, for and on behalf of Northern Arizona University, located in Flagstaff, Coconino County, Arizona ("University"), and _____ ("Company") located at _____ (collectively "Parties").

It is agreed by the Parties to be of mutual interest and advantage for the student to be provided quality internship/externship education experiences with the Company. The purpose of this Agreement is to establish the parameters and responsibilities to allow students from The School of Hotel & Restaurant Management ("SHRM") as part of the W.A. Franke College of Business ("FCB") at University to earn academic credit for participation in a paid internship/externship program with Company.

This Agreement will begin on _____ and will end on _____. This Agreement may be renewed, revised, or modified by a written Addendum signed by authorized representatives of each of the Parties.

I. COMPANY RESPONSIBILITIES

The Company shall:

- A. Provide internship/externship experiences and the opportunity for learning under supervision in accordance with the job description, which was approved by University as acceptable for earning academic credit.
- B. Provide compensation to the student as agreed between the Company and student. Company also agrees that the student is considered an employee for the duration of the internship and is covered by Company's liability insurance and other employee-related benefits.
- C. Provide appropriate orientation and information regarding the policies, rules and regulations of the Company to incoming students.
- D. Make available the physical facilities and other equipment necessary to support the internship/externship experiences.
- E. Conduct appropriate screening, background checks, verifications of prior employment and other standard hiring processes on students for internships/externships. Company

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acknowledges that the hiring decision was made solely by Company and that University does not conduct such screenings.

- F. Complete forms requested by the University. The Company agrees to complete at least one performance evaluation to help the student fulfill the academic portion of the internship.

II. UNIVERSITY RESPONSIBILITIES

The University shall:

- A. Provide Company, upon request, with a copy of the academic expectations that must be met by the student in order to earn academic credit.
- B. Ensure that students review and understand their responsibilities for earning academic credit under this Agreement as outlined in Appendix A.

III. MISCELLANEOUS

- A. No provision of this Agreement shall be deemed to constitute University, or any agent or employee of University, as an agent or employee of Company. Neither University nor Company personnel, by virtue of this Agreement, is entitled or eligible by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either Party to its employees. The University and Company do consider the student an employee of the Company for liability and/or workers' compensation purposes; and, not an agent of the University.
- B. Any other provision of this Agreement to the contrary notwithstanding, the Parties acknowledge that University is a public institution and any indemnification or hold harmless provision provided by the University is limited as required by State law, including without limitation Article 9, Section 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes. The University's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent determined by a court of proper jurisdiction.
- C. To the extent required by Section 35-214 of the Arizona Revised Statutes, Company agrees to retain all records relating to this Agreement. Company further agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided to University.
- D. University shall maintain adequate insurance to cover any liability arising from the acts and omissions of University's agents and employees arising out of the performance of this Agreement. University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of Company's

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- employee's or agents. Company shall maintain adequate insurance to cover any liability arising from the acts and omissions of Company's employees or agents arising out of the performance of this Agreement. Company shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of University.
- E. Neither the Company nor the University shall use the name of the other Party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other Party.
 - F. Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that a Party may have against the other Party by reason of any act or omission of the other Party's employees and agents.
 - G. The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
 - H. University's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
 - I. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.
 - J. The Parties agree to work cooperatively and in good faith to resolve any disputes that may arise under this Agreement.
 - K. The University and Company recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials." Designated representatives of Company will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Company shall disclose student educational records it receives under this Agreement to any third party, except with the prior written consent of the student or as permitted by law. Any

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disclosures made by the Company will comply with the University's definition of "legitimate educational interest." Company agrees and warrants that it shall use student educational records solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and University policies and procedures. Company agrees and warrants that it shall not make any disclosures of student educational records without prior notice to and consent from the University. If any designated representative discloses or misuses any educational record, the University and/or Company will take appropriate action against the designated representative that is similar to action the University would take against one of its employees who disclosed or misused the educational records of its Students.

- L. Except as otherwise agreed in writing, Parties acknowledge that the relationship created by this Agreement is limited to the student internship contemplated herein. Neither Party shall make any representations stating or implying that the parties engage in broader transactions or that a Party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither Party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other Party without its express written authorization.
- M. Any other provision of this Agreement to the contrary notwithstanding, the Parties acknowledge that University is a public institution, and as such is subject to Arizona Public Record laws, Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
- N. If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Company and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
- O. If any section, paragraph, subdivision, clause, sentence or phrase of this Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of the Agreement. If any provision of this Agreement contains an ambiguity, which may be construed as either valid or invalid, the valid construction shall prevail.
- P. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona.

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- Q. Any changes or modifications to this Agreement shall be accomplished only by written amendment to this Agreement executed by the duly authorized representatives of the Parties.
- R. Neither Party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- S. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person, or three days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

To Company:

Name:

Title:

Address:

Phone:

To University:

The School of Hotel and Restaurant Management

Career Services Office

P.O. Box 5638

Flagstaff, AZ 86011

Phone: (928) 523-1610

The individual signing below on behalf of Company hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Company and that this Agreement is binding upon Company in accordance with its terms.

The Arizona Board of Regents for and on
behalf of Northern Arizona University

Company/Title:

Print Name

Name Date
The W. A. Franke College of Business
School of Hotel and Restaurant Management

Signature Date