

**Trinity University Office of Experiential Learning
Off-Campus Unpaid Internship Agreement**

This Agreement entered into this _____ date of _____, between Trinity University hereafter called the "University" and _____ hereafter called the "Agency". This Agreement becomes effective on the date of acceptance and signature by the University and Agency. This Agreement shall be in effect until terminated. Either party may terminate the Agreement by providing thirty (30) days written notice to the other party.

In consideration of the terms and conditions contained herein, the Agency agrees as follows:

- The Agency agrees to abide by the requirements of the Equal Employment Opportunity Commission (EEOC), especially to ensure that no form of harassment will be permitted and that neither will discriminate on the basis of a person's race, sex, color, sexual orientation, gender identity, gender expression, religion, national origin, age, disability, or other characteristics protected by federal, state, or local statute or ordinance.
- The Agency agrees to abide by the requirements of the Fair Labor Standards Act (FLSA), especially in regard to determining when an Intern is a trainee as opposed to an employee and may be unpaid.
- The Agency agrees to abide by OSHA requirements in regard to workplace safety.
- The Agency agrees to receive no remuneration for this Program.
- The Agency agrees to provide an experience for the Intern that is for the benefit of the Intern through which an Intern can apply their classroom theory for an adequate number of hours and during an adequate period of time to allow an Intern to potentially obtain academic credit for the work performed.
- The Agency agrees to assume liability for injuries sustained by the Intern while fulfilling the role of Intern.
- The Agency agrees to notify the University's Director of the Internship Program of any changes in the student's work status, schedule, or performance.
- The Agency agrees to allow a faculty advisor and/or the University's Director of the Internship Program to conduct pre-arranged site visits to confer with the student and his/her supervisor.
- The Agency agrees to provide two written evaluations of the student's performance, one at mid-term and the other at or before the end of the student's Internship.
- The Agency agrees to comply with all applicable federal and state laws and regulations including, but not limited to the Family Educational Rights and Privacy Act (FERPA), and to protect confidential or proprietary information it may be exposed to or become aware of in the course of the performance of this Agreement in accordance with commercially reasonable standards and no less rigorously than it protects its own confidential information.
- It is mutually understood and agreed that the parties shall at all times be acting as independent contractors in performing their duties under this Agreement.
- This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

Agency Representative Signature: _____ Date: _____

Agency Representative: (Please print) _____

TU Director of Experiential Learning Signature:  _____ Date: _____

Trinity University Director of the Office of Experiential Learning: Dr. Jacob Tingle