



SOCIAL SCIENCES INTERNSHIP AGREEMENT

This Internship Agreement (“Agreement”) is entered into this ___ day of _____, ____, between Lewis-Clark State College (“School”) and _____ (“Agency”).

Agency is willing to provide internship experience to students of School in accordance with the terms of this Agreement. School desires to use the Agency as an opportunity for its students to obtain learning experience as required by its curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. Responsibilities of the Agency

1.1. **Internship Instruction.** Agency shall provide suitable internship experiences for students. Students not receiving monetary compensation under the terms of this Agreement will have the status of learners, will not replace Agency personnel and are not considered employees of the Agency for purposes of Workers’ Compensation coverage. If students are paid monetary compensation under terms agreed to between the student and the Agency, the Agency will be responsible for Worker’s Compensation coverage for the students, unless other arrangements are made with LC State prior to the start of the internship.

1.2. **Agency Personnel.** Agency will designate appropriate personnel to coordinate the student’s learning experience and supervise the performance of assigned tasks.

1.3. **Orientation.** Agency will orient the student to the facility, its safety procedures, and relevant policies.

1.4. **Exclusion of Students.** Agency reserves the right to terminate the participation of any student who fails to comply with applicable Agency policies or is deemed unqualified to continue.

1.5. **Emergency Care or First Aid.** Agency shall provide necessary emergency care or first aid required by an accident occurring at Agency for students participating under the terms of this Agreement, and, except as herein provided, Agency shall have no obligation to furnish care beyond first aid to any student. The student, as an unpaid intern, is covered under School’s workers compensation program during the work experience per Idaho Statute 72.205(9). Students should consult School’s Human Resource Management office if they are injured. The

student, as a paid intern, is covered under Agency's workers compensation during the work experience, unless other arrangements have been made with School. A Certificate of Insurance will be provided by Agency when requested by School.

2. Responsibilities of the School

2.1. Internship Planning. School will assist in planning the internship program for student learning experiences as appropriate.

2.2. Program Description. School will discuss with Agency any curriculum, goals, and objectives as appropriate.

2.3. Student Information. School will emphasize the importance of Agency policies, including confidentiality, safety procedures, and professional conduct.

2.4. Student Preparation. School will assign to Agency only those students who have satisfactorily completed the prerequisite coursework.

2.5. Scheduling. Internship schedules will be planned by the student and Agency, with consultation as needed with School.

3. Learning Outcomes. As agreed upon by Agency and School.

4. Insurance

The School's liability coverage is provided through a self-funded liability program administered by the State of Idaho Risk Management Program, with limits of \$500,000 per occurrence. Students are covered under a student errors and omissions policy with coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate while at the Agency.

5. Responsibility

Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person not a party to this Agreement.

6. Term and Termination

This Agreement shall be for ___ and effective upon the date of the final signature. Either party may terminate this Agreement at any time by giving 30 days' written notice.

7. Nondiscrimination

Agency and School agree that neither will discriminate in the performance of this Agreement

against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, political affiliation or belief, sex, national origin, genetics, or any other status protected under applicable federal, state or local laws.

8. Non-Assignability

Neither party may assign the rights or duties of this Agreement without prior written approval of the other party.

9. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Nez Perce County, Idaho.

10. General Terms

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party may exercise their rights under the law.

The parties understand and agree that each is an independent entity engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other.

Agency shall defend, indemnify and hold harmless School from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Agency, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

Agency shall be solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.

Notices

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To School:

Lewis-Clark State College
Social Sciences Division
500 8th Avenue
Lewiston, ID 83501

To Agency:

[Name] _____
[Agency Address] _____
[City, State, Zip] _____
[Email] _____

AGENCY:

SCHOOL:

LEWIS-CLARK STATE COLLEGE

By: _____
Date: _____
Name:
Title:

By: _____
Date: _____
Name:
Title: Division Chair