

Master Internship Affiliation Agreement

This Master Internship Affiliation Agreement (hereinafter, "Agreement") is made this ___ day of _____, 2004, by and between _____ (hereinafter, "Company"), having a place of business located at _____, and The University of Memphis (hereinafter, "University"), a public university within the Tennessee Board of Regents System (hereinafter, "TBR") of the State of Tennessee.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises, considerations, covenants and undertakings herein expressed, receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. This Agreement shall commence on _____ (the "Effective Date") and shall remain in effect for five (5) years. This Agreement may be renewed for subsequent one (1) year periods by mutual written agreement of the parties.
2. As used in this Agreement, the following terms shall have the meanings indicated:
 - (a) "Intern" shall mean any student currently enrolled at the University, who has been selected by Company to perform an Internship under company's supervision for a specified period of time.
 - (b) "Internship" shall mean any program approved in writing by the parties and administered in accordance with the terms and conditions of this Agreement, during which an Intern will complete an assignment with Company for a specified period of time, and for which Intern shall receive academic credit from University. A Memorandum of Understanding, which is attached hereto as Exhibit A, shall be used to approve individual Internships between the parties.
 - (c) "Internship Coordinator" shall mean the University's representative responsible for coordinating each individual Internship and who shall be identified in subsequent correspondence from University as the coordinator for any such specific Internship.
 - (d) "Internship Period" shall mean the period of time that Intern shall perform the Internship for Company. Internship Period shall be mutually determined in writing by the parties prior to the commencement of any Internship.
 - (e) "Selection Criteria" shall mean those legally permissible and objective criteria established and provided by Company for the Internship and the selection of Intern, which University shall use in providing a list of eligible students to Company. The Selection Criteria may include, but are not limited to, field of study, minimum grade point average, and area of academic concentration, if any.
3. Company agrees to the following terms:
 - (a) To establish and to provide University with Selection Criteria, and, if necessary, to provide additional information related thereto.
 - (b) To be responsible for the selection of the Intern from a list of prospective students provided by University. The parties acknowledge and agree that this list will be comprised of all interested students meeting Company's Selection Criteria.
 - (c) To pay University a fee for the Internship, which shall be mutually determined in writing prior to the commencement of such Internship. Company further agrees that Intern will not be required to work more than forty (40) hours per week.

- (d) To comply with applicable federal, state, and municipal laws, rules and regulations in connection with its activities pursuant to this Agreement, including, but not limited to, Company's establishment of Selection Criteria, and its selection, supervision, direction, treatment and evaluation of Intern.
- (e) That an Intern shall be dismissed for misconduct from participation in an Internship only after the appropriate disciplinary policies and procedures of the University have been followed.
- (f) To cooperate with Internship Coordinator in assessing Intern's performance during the Internship Period by providing written information to the Intern's faculty supervisor to facilitate assignment of academic evaluation of Intern's performance during Internship.

4. University agrees to the following terms:

- (a) To provide a list of eligible and interested students meeting the Selection Criteria for any Internship in accordance with Provision 3 herein.
- (b) To offer such Internship to the individual selected by Company in accordance with Provision 3.
- (c) To pay Intern the amount as agreed between Intern and University.

5. Either party may terminate this Agreement by giving written notice to the other, at least thirty (30) days before the effective date of such termination; provided that such termination shall have no effect on Internships commenced prior to such termination. This Agreement may be terminated under the following conditions: (i) automatically if either party shall become bankrupt or insolvent and/or if the business of Company shall be placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Company or otherwise; (ii) if Company fails to pay any amount or other charge due to University within thirty (30) days from the date such invoice is sent to Company, or (iii) upon thirty (30) days written notice if either party shall breach or default on any obligation under this Agreement; provided, however, that either party may repair such default within twenty (20) days from the date of such written notice to such party of default or breach to the other party's satisfaction and approval. Upon termination of this Agreement for any cause, nothing herein shall be construed to release either party of any obligation matured prior to the effective date of such termination.

6. If any provision of this Agreement shall be determined to be contrary to law, void, invalid, unenforceable or illegal for any reason by a body having jurisdiction over the parties, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

7. Company may not assign its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of University.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of law principles. This Agreement may not be modified nor any provision waived except in a written amendment executed by all parties hereto.

9. This Agreement constitutes the entire understanding between the parties and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each

party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party. The parties acknowledge and agree that there may be multiple Internships entered into pursuant to the terms and conditions of this Agreement and that the parties will complete and sign an Exhibit A, "Memorandum of Understanding," for each individual Internship.

10. University and Company agree to maintain the confidentiality of any and all information related to student educational or academic records, as those terms are defined and in the manner provided for by applicable federal (e.g., 20 U.S.C. § 1232g) and state law (e.g., Tenn. Code Ann. § 10-7-504).

11. Company, being an independent contractor and not an agent of the State of Tennessee, agrees to carry adequate public liability, worker's compensation, and other appropriate forms of insurance, and to pay all taxes incident thereto. The State of Tennessee shall have no liability except as specifically provided in this Agreement. Company further agrees to indemnify, defend and hold harmless the University, the Tennessee Board of Regents, the State of Tennessee, and their officer, agents and employees from, against and in respect to any and all damages, losses, deficiencies, liabilities, costs and expenses (including attorneys' fees and expenses) resulting from, relating to or associated with this Agreement, including, but not limited to the actions of Company or its employees, officer or agents, with respect to establishment of Selection Criteria; selection of Intern; supervision or assignment of Intern; and assessment or evaluation of Intern.

12. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

13. Company warrants that no amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Company in connection with any work contemplated or performed relative to this Agreement.

14. Each party and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. This Agreement shall not be binding upon the parties until it is approved by the University's President or his official designee. Whenever the consent or approval of a party under this Agreement is required or permitted, the consent or approval, if required or permitted to be obtained from the University,

must be given by the University's President or his official designee. In addition, the University's Vice Provost for Research may complete and authorize an Exhibit A, "Memorandum of Understanding," for individual Internships issued pursuant to the terms and conditions of this Agreement.

16. Any notice required or permitted by this Agreement shall be sent to University, by first class U.S. Mail, postage prepaid, at the following address:

The University of Memphis,
Attn: Vice Provost for Research
308 Administration Building
Memphis, Tennessee 38152

and to Company by first class U.S. Mail, postage prepaid, at the following address:

and to such other addresses as either party may designate in writing to the other party hereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below:

THE UNIVERSITY OF MEMPHIS

COMPANY

By: _____

By: _____

DR. ANDREW MEYERS
Print Name

Print Name

Vice Provost for Research
Print Title

Print Title

Date

Date