

# INTERNSHIP AGREEMENT

## 1. 1. Parties and Purpose

This Internship Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Host"), and [INTERN NAME], residing at [INTERN ADDRESS] (the "Intern"). If the Intern is under the age of 18, this Agreement must also be signed by a parent or legal guardian. The purpose of this internship is to provide the Intern with practical, supervised experience in [FIELD OR FUNCTION] that complements their academic or professional development. The Host and the Intern are referred to individually as a "Party" and together as the "Parties." The primary contacts are [HOST CONTACT NAME, TITLE, EMAIL] and [INTERN EMAIL AND PHONE].

## 2. 2. Term, Schedule, and Location

The internship begins on [START DATE] and ends on [END DATE], for a total of approximately [TOTAL WEEKS] weeks. The Intern is expected to participate approximately [WEEKLY HOURS] hours per week, generally on [DAYS AND HOURS, e.g., Monday through Thursday, 10:00 a.m. to 4:00 p.m.], with the schedule adjusted around the academic obligations of the Intern where reasonable. The internship takes place at [LOCATION, e.g., the Host office at the address above / remotely from the approved location of the Intern / a hybrid of both]. The Intern will notify their supervisor in advance of any planned absence and as early as possible in the case of illness. The internship ends automatically on the End Date unless the Parties agree in writing to an extension.

## 3. 3. Learning Objectives and Program Structure

The internship is structured primarily for the educational benefit of the Intern. The learning objectives are: [LEARNING OBJECTIVES, e.g., develop practical skills in AREA, gain exposure to the FUNCTION workflow, complete a supervised capstone project, participate in team planning and review meetings]. The Intern will participate in [PROGRAM ELEMENTS, e.g., an onboarding orientation, weekly one-on-one coaching, a technical skills workshop series, and cross-team shadowing sessions]. Work assigned to the Intern is intended to complement rather than replace the work of paid staff, and the Intern will not be relied on to perform essential functions of a paid position. The Host will make reasonable efforts to align assignments with the learning objectives above, and the Parties may revise those objectives in writing during the term.

## 4. 4. Supervision and Mentorship

The Intern will be supervised by [SUPERVISOR NAME AND TITLE], who is responsible for assigning work, providing guidance, and evaluating progress. The supervisor will meet with the Intern at least [MEETING FREQUENCY, e.g., weekly] to review assignments, answer questions, and provide feedback. The Intern may also be assigned a mentor, [MENTOR NAME AND TITLE], for career guidance separate from day-to-day work direction. If the supervisor becomes unavailable, the Host will designate a replacement and inform the Intern in writing. The Intern will direct any concern about workload, treatment, safety, or the quality of the experience to the supervisor or to [ESCALATION CONTACT NAME AND EMAIL], and the Host will not retaliate against an Intern for raising such a concern.

## 5. 5. Compensation and Pay Status

This internship is [PAID / UNPAID]. If paid, the Intern will be compensated at [RATE, e.g., HOURLY RATE per hour / a stipend of AMOUNT paid on PAYMENT SCHEDULE], less all legally required withholdings, and will be treated as a non-exempt employee for wage and hour purposes, meaning the Intern will accurately record all hours

worked and will receive overtime as required by law. If unpaid, the Parties acknowledge that the internship is structured so that the Intern is the primary beneficiary of the relationship: the experience is tied to a formal education program, provides training similar to an educational environment, accommodates the academic calendar, is limited to the period in which it provides beneficial learning, complements rather than displaces the work of paid employees, and carries no entitlement to a paid job at its conclusion. An unpaid Intern will not be required to perform productive work for the benefit of the Host beyond what serves those educational purposes. The Host will reimburse pre-approved out-of-pocket expenses as described in Section 8 regardless of pay status.

## **6. 6. No Employment Relationship and No Promise of a Job**

Unless this Agreement states that the internship is paid and the Intern is classified as an employee, the Intern is not an employee of the Host and is not eligible for employee benefits, paid leave, health coverage, retirement contributions, or unemployment insurance. Completion of the internship does not entitle the Intern to an offer of employment, and the Host makes no promise, express or implied, of future employment. Any offer of employment after the internship will be made separately in writing on its own terms. Nothing in this Agreement creates a partnership, joint venture, or agency relationship, and the Intern may not enter into commitments or represent the Host to third parties without written authorization.

## **7. 7. Academic Credit and School Coordination**

The Intern [IS / IS NOT] receiving academic credit for this internship through [SCHOOL NAME], for [NUMBER] credit hours in [COURSE OR PROGRAM NAME]. If credit is being earned, the Intern is responsible for completing all school requirements, including registration, learning contracts, journals, and final reports, by the deadlines set by the school. The Host will complete reasonable evaluation forms, verify hours, and communicate with the faculty coordinator, [FACULTY COORDINATOR NAME AND EMAIL], as required by the program. The Host does not guarantee that the Intern will receive credit, which is determined solely by the school. Any separate agreement between the Host and the school regarding this placement is incorporated by reference and controls in the event of a conflict with this Agreement.

## **8. 8. Equipment, Workspace, and Expenses**

The Host will provide the equipment, systems access, and workspace reasonably necessary for the internship, which may include [EQUIPMENT LIST, e.g., a laptop, a company email account, and access to specified software tools]. All equipment and accounts remain the property of the Host and must be returned or deactivated at the end of the internship. If the Intern uses a personal device, the Intern will follow the security requirements in Section 9 and will remove Host data at the end of the term. The Host will reimburse pre-approved, documented expenses such as [EXPENSE CATEGORIES, e.g., required travel, parking, or materials] submitted with receipts within [EXPENSE SUBMISSION PERIOD, e.g., 15 days]. The Intern is responsible for their own commuting costs, housing, and meals unless a stipend for those items is stated here: [STIPEND DETAILS OR "none"].

## **9. 9. Confidentiality and Information Security**

During the internship the Intern may have access to non-public information of the Host and its customers, including product plans, source code, financial data, customer information, and internal documents (the "Confidential Information"). The Intern will use Confidential Information only to perform assigned work, will not disclose it to anyone outside the Host, and will not post about internal projects, customers, or unreleased products on social media, in class presentations, or in a portfolio without prior written approval from [APPROVAL CONTACT]. These obligations continue after the internship ends. The Intern will follow all Host security requirements, including password, device, and network rules, will not install unapproved software on Host equipment, and will report any suspected security incident immediately. Nothing in this Section prevents the Intern

from reporting a suspected violation of law to a government agency or from discussing the terms and conditions of their own internship where that right is protected by law.

## **10. 10. Intellectual Property and Work Product**

All inventions, code, designs, written materials, research, and other work product that the Intern creates in the course of the internship, using Host time, equipment, systems, or Confidential Information (the "Work Product"), belong to the Host. To the extent any Work Product qualifies as a work made for hire under the United States Copyright Act, it is owned by the Host, and to the extent it does not, the Intern assigns to the Host all right, title, and interest in it, including all copyright and patent rights. The Intern will sign any documents reasonably requested to record that ownership. This assignment does not cover anything the Intern creates entirely on their own time, without Host equipment or Confidential Information, and unrelated to the business of the Host, and it does not cover the prior work listed by the Intern on Exhibit A. The Host grants the Intern permission to describe the internship in general terms on a resume or in an interview, and to include specific work in a portfolio only with prior written approval.

## **11. 11. Conduct, Policies, and Safety**

The Intern will comply with all Host policies that apply to the workplace, including policies on equal opportunity, harassment prevention, workplace safety, information security, drug and alcohol use, and acceptable use of Host systems, and will complete any required training. The Intern will act professionally, meet agreed deadlines, and communicate promptly about obstacles. The Host will provide a workplace free of unlawful harassment and discrimination and will investigate any concern the Intern raises. The Intern will follow all safety instructions and will not operate equipment or enter restricted areas without authorization and training. If the Intern is a minor, the Host will comply with all applicable child labor restrictions on hours, times of day, and prohibited occupations, and the parent or guardian signature below confirms consent to the terms of this Agreement.

## **12. 12. Evaluation and Feedback**

The supervisor will provide informal feedback throughout the internship and will complete a written evaluation at [EVALUATION POINTS, e.g., the midpoint and the conclusion of the term], covering progress against the learning objectives in Section 3. The Intern will complete a self-assessment at the same points and will provide feedback on the quality of the program. On completion, the Host will provide the Intern with [COMPLETION DELIVERABLES, e.g., a written evaluation, verification of hours completed, and a letter confirming participation], and will respond to reasonable reference requests. Evaluations are provided for developmental and academic purposes and are not a guarantee of any grade, credit, or employment outcome. Copies of evaluations will be shared with the school where the program requires it and the Intern authorizes that release.

## **13. 13. Termination of the Internship**

Either Party may end the internship before the End Date by giving [NOTICE PERIOD, e.g., seven days] written notice to the other. The Host may end the internship immediately for a violation of Host policy, a breach of Section 9 or 10, conduct that threatens the safety of others, or an inability of the Intern to participate as scheduled. The Intern may end the internship immediately for reasons of health, safety, or academic requirement, and will notify the supervisor and, where credit is involved, the faculty coordinator. On termination for any reason, the Intern will return all Host property and Confidential Information as described in Sections 8 and 9, and any paid Intern will be paid for all hours worked through the final day on the schedule required by applicable law. The obligations in Sections 9 and 10 survive the end of the internship.

## **14. 14. Governing Law and General Provisions**

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE]. This Agreement, with its exhibits and any school placement agreement referenced in Section 7, is the entire agreement between the Parties regarding the internship and replaces all prior discussions. Amendments must be in writing and signed by both Parties, and by a parent or guardian if the Intern is a minor. Neither Party may assign this Agreement without written consent, except that the Host may assign it to a successor in a merger or sale of substantially all assets. If any provision is found unenforceable, the remaining provisions stay in effect and the unenforceable provision will be narrowed only as far as necessary.

## **15. Signatures**

By signing below, the Parties confirm that they have read and agree to this Agreement as of the Effective Date.

HOST: [COMPANY NAME]. Signature: \_\_\_\_\_. Printed Name: [HOST SIGNER NAME].

Title: [TITLE]. Date: [DATE]. INTERN: Signature: \_\_\_\_\_. Printed Name: [INTERN

NAME]. Date: [DATE]. PARENT OR GUARDIAN (required if the Intern is under 18): Signature:

\_\_\_\_\_. Printed Name: [GUARDIAN NAME]. Date: [DATE]. Electronic signatures and

counterpart copies have the same effect as original signatures.

## **16. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Whether an internship at a for-profit organization may be unpaid depends on a multi-factor primary beneficiary analysis under the Fair Labor Standards Act and on state wage law, which in some states is stricter than federal law. Child labor rules, workers compensation coverage, and school placement requirements add further obligations. Review and adapt this document for your own facts and jurisdiction, and consult a licensed employment attorney before hosting an unpaid internship. Use of this template does not create an attorney-client relationship with ScanContract.