

# INTERNSHIP MASTER AGREEMENT

Brigham Young University  
Addendum One  
22 June 2020

This addendum is entered between Brigham Young University, a Utah nonprofit corporation and educational institution (“BYU”), and \_\_\_\_\_ (the “Experience Provider”). Any BYU student participating in an internship opportunity or educational experience with the Experience Provider (“Student”) pursuant to the attached Internship Master Agreement is intended to be a third-party beneficiary of this addendum.

**PURPOSE.** In order to facilitate internship opportunities and educational experiences between BYU students and participating organizations, this addendum is intended to mitigate and apportion the risk of claims based on any adverse effects from Experience Provider’s failure to take reasonable precautions to protect Student while participating in an internship during the current COVID-19 health and safety crisis.

Experience Provider is aware of and agrees to follow all federal, state, county, and municipal regulations and health and safety guidelines, including any regulations or guidelines related to COVID-19, in order to provide a healthy and safe environment for the Student.

Experience Provider agrees that if Experience Provider fails to follow applicable COVID-19 regulations and guidelines in any material way, Experience Provider will hold BYU and the Student harmless from any and all COVID-19-related claims arising out of the Student’s participation in the internship opportunity, including but not limited to claims that the Student was exposed to or exposed others to the COVID-19 virus, resulting in any person’s injury, illness, or death.

If the Student at any time considers the work and internship environment unsafe because of Experience Provider’s failure to follow the above described COVID-19 regulations and guidelines in any material way, the Student may terminate the internship before it is completed. The Student will provide written notice to Experience Provider and, if possible, will be permitted to complete the internship remotely using digital communication.

In witness whereof, the parties have affixed their signatures below:

**Experience Provider**

**Brigham Young University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By (Printed Name)

Adrienne Chamberlain, Experiential Learning  
By (Printed Name)

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_

# STUDENT AGREEMENT

## BRIGHAM YOUNG UNIVERSITY

The student hereby agrees to the following:

1. Be enrolled as an internship student.
2. Comply with all Experience Provider rules, policies and procedures, including those related to COVID-19
3. Complete the internship during the dates specified unless modified by the Experience Provider and BYU. Students who feel they must leave or not start an internship for which they have registered must do the following: (1) Consult the BYU department/college internship coordinator or faculty member supervising the internship and explain their reasons for wanting to discontinue the internship. (2) If the department agrees with the student's decision, the internship provider must be given appropriate, timely notice about the discontinuance. (3) If the decision to discontinue comes after the drop deadline, the student must petition to quit the internship. (4) If the student has received money from a BYU college or department to help defray expenses associated with the internship, the student may be required to give back an amount commensurate with the time not spent in the internship. Students who leave internships early without notifying their BYU supervisor and the internship site supervisor may receive a low or failing grade for the internship and may be blocked from registering for future internships.
4. Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
5. Report serious problems, including physical, safety and personnel, to the Experience Provider supervisor and the BYU Internship Coordinator.
6. Complete all BYU academic assignments and course work as outlined by the applicable department.
7. Adhere to BYU's Honor Code and the Experience Provider's Standards of Personal Conduct and Dress and Grooming Standards.
8. Receive and read a copy of the Internship Master Agreement between BYU and the Experience Provider. I acknowledge that it is incorporated by reference into this Agreement and that I am bound by such terms and conditions therein which specifically apply to interns.
9. Consult with my personal physician in regard to necessary immunizations and any other medical matters relating to my participation in the internship program.
10. Authorize BYU's designated representative to grant permission for my necessary medical treatment for which I will be financially responsible if, during my participation in the program, I become incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from my family.
11. Participation as an intern may involve risks not found in study at BYU. These include risks involved in traveling to and returning from place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. I represent that I have made my own investigation and am willing to accept these risks.
12. Be personally responsible for all housing, transportation, study, and other arrangements in connection with my internship and personally bear all associated costs. In addition, be personally responsible for any financial liability and obligation which I personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by me during my participation in the internship program. I understand that BYU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the internship. I understand that BYU is not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss, or theft of personal belongings,

delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third party providers of goods or services.

13. Abide by all applicable laws. I understand I must personally attend to any legal problems I encounter or incur as an intern.
14. Acknowledge and agree that BYU is acting as an internship facilitator only and that BYU will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the internship, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider's actions, inactions or negligence, even if BYU has been advised of the possibility of such.
15. Acknowledge and agree that as an Intern, I am placed with the Experience Provider in order to receive educational experience as part of my academic curriculum; my duties performed as an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of my educational experience and are to be performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for my participating in this educational experience.
16. Acknowledge that all creative work performed as part of my internship shall be considered a "work made for hire," and that all copyright and other intellectual property rights in any such original creative work produced by me shall be owned entirely by the Experience Provider. Further, I agree not to utilize, incorporate, or otherwise make use of any pre-existing intellectual property and/or trade secrets of Brigham Young University in the creative work or internship performance without the express written permission of Brigham Young University.