

# SAMPLE INTERNSHIP CONTRACT AGREEMENT

**I. THE PARTIES.** This Internship Contract Agreement (“Agreement”) is entered into on **September 1<sup>st</sup>, 2021** (“Effective Date”) by and between:

**Employer:** **ABC Software Inc.**, with a mailing address of **123 Maple Lane, Rutland, Vermont 05701** (“Employer”), and

**Intern:** **Jack Smith**, with a mailing address of **789 Robbins Street, Rutland, Vermont 05701** (“Intern”).

Employer and Intern are each referred to herein as a “Party” and, collectively, as the “Parties.”

**II. POSITION.** The Employer requires and the Intern agrees that the internship position is described as follows:

- a.) Role/Title: **Software Engineer Assistant**
- b.) Duties & Responsibilities: **To handle any programming requests.**

**III. TERM.** The Parties agree that the internship shall begin on **October 1<sup>st</sup>, 2021** and terminate: (check one)

- On a Specific Date: The internship shall end on **December 31<sup>st</sup>, 2021**.
- Upon Notice: The internship shall end upon notice being given to the Intern of at least \_\_\_\_ day(s) notice.

Furthermore, this Agreement can be terminated at any time if the Intern breaches any portion or section of this Agreement.

**IV. SCHEDULE.** The Parties agree to the following work schedule:

- a.) Hours: The Intern agrees to work up to **35** hours per week.
- b.) Holidays: The Intern shall have the following holidays off: (check one)
  - Those mentioned in the Employer’s handbook.
  - List Specific Holidays: \_\_\_\_\_.

c.) Workweek: The Parties agree to the following workweek: (check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday



**V. PARTIES' ACKNOWLEDGMENTS.** The Parties hereby agree that:

- a.) No Compensation. The extent to which the Intern and the Employer clearly understand that there is no expectation of compensation. Any promise of compensation, express or implied, suggests that the Intern is an employee—and vice versa.
- b.) Training. The extent to which the internship provides training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
- c.) Formal Education. The extent to which the internship is tied to the Intern's formal education program by integrated coursework or the receipt of academic credit.
- d.) Academic Commitments. The extent to which the internship accommodates the Intern's academic commitments by corresponding to the academic calendar.
- e.) Beneficial Learning. The extent to which the internship's duration is limited to the period in which the internship provides the intern with beneficial learning.
- f.) Complements Work. The extent to which the Intern's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the Intern.
- g.) No Promises. The extent to which the Intern and the Employer understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship.

**VI. CONFIDENTIALITY.** All materials provided to the Intern during the term of this Agreement must be kept confidential unless disclosure is allowed by the Employer or if required by law. Furthermore, the Intern agrees that any intellectual property provided to them by the Employer will remain the sole property of the Employer, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information, or trade secrets. If the Intern should breach this section of the Agreement, the maximum penalties shall be enforced by the Employer under local and federal laws.

**VII. RETURN OF MATERIALS.** It is required that when this Agreement terminates that the Intern return any and all of the Employer's materials, products, or any other items at their earliest convenience.

**VIII. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws located in the State of **Vermont**.

**IX. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**X. ADDITIONAL TERMS & CONDITIONS.** **The Intern is allowed to work remotely as long as they fulfill their tasks and assignments.**

**XI. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the Parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Employer and Intern agree to the terms and conditions of this Agreement and shall be bound until its termination.

**Employer's Signature:**  Date: November 7<sup>th</sup>, 2021

Print Name: Henry Anderson of ABC Software Inc.

**Intern's Signature:**  Date: November 8<sup>th</sup>, 2021

Print Name: Jack Smith