

# Internship Agreement

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# Internship Agreement

This Internship Agreement (this "Agreement") is made on [Date] between [Organization's full legal name] of [Organization's address] (the "Organization") and [Intern's full legal name] of [Intern's address] (the "Intern").

The Organization agrees to provide the Intern with a fixed-term, educational internship programme on the terms of this Agreement (the "Programme").

## 1. Purpose and Educational Nature of the Programme

The Programme is intended to give the Intern practical training, skill development, mentorship and exposure to [Field, subject area or the Organization's business, e.g. marketing analytics]. Its primary purpose is the Intern's educational and professional development, not to obtain the ongoing benefit of the Intern's labor in place of a paid employee, and the Organization shall structure the Intern's assignments accordingly.

The Programme is not a contract of employment and does not make the Intern an employee of the Organization for any purpose. Nothing in this clause affects the compensation the Intern is entitled to under clause 4.

## 2. Programme Term and Schedule

The Programme begins on [Programme start date] and ends on [Programme end date] (the "Programme Term"), unless ended earlier under clause 10. The Programme Term is fixed and does not automatically renew, extend, or convert into an ongoing engagement; any extension requires a new written agreement signed by both parties before the Programme end date above.

During the Programme Term, the Intern shall work [Hours, e.g. up to 20 hours per week, or full-time Monday to Friday], [Location, e.g. at the Organization's offices at [address], remotely, or on a hybrid schedule].

## 3. Duties, Supervision and Mentorship

The Intern shall perform the training assignments described in [Describe the training plan or project list, or "the training plan provided separately to the Intern"] (the "Training Plan"), under the direct supervision of [Supervisor's name and title] (the "Supervisor").

The Supervisor is responsible for assigning the Intern's work, providing regular guidance and mentorship, and evaluating the Intern's progress, including [Review schedule, e.g. a written progress review at the midpoint and at the end of the Programme Term].

The Organization shall not assign the Intern routine work in place of a paid employee to an extent that displaces the training purpose stated in clause 1.

#### 4. Compensation and Classification

The Programme is [State "a paid internship" or "an unpaid internship"] .

If the Programme is paid, the Organization shall pay the Intern [Rate or stipend, e.g. \$18.00 per hour, or a stipend of \$2,000 for the Programme Term] , payable [Pay frequency, e.g. bi-weekly] , less applicable tax withholding. Unless stated otherwise in writing, the Intern is not eligible for health insurance, retirement contributions, paid leave, bonuses or any other benefit the Organization provides to its regular employees.

If the Programme is unpaid, both parties confirm that the Intern, not the Organization, is the primary beneficiary of the relationship, and that the following describes the actual Programme:

- (a) the Programme is comparable to training the Intern would receive in an educational setting, even though it includes practical, hands-on work;
- (b) the Programme benefits the Intern's education or career development, including through the Supervisor's mentorship under clause 3;
- (c) the Intern does not displace a paid employee, and works under the close supervision of existing staff rather than independently performing a paid role;
- (d) the Organization derives no immediate advantage from the Intern's activities, and on occasion its operations may be impeded rather than advanced by them;
- (e) the Intern is not entitled to a paid job at the conclusion of the Programme, consistent with clause 6; and
- (f) the Organization and the Intern understand and agree that the Intern is not entitled to wages for the time spent in the Programme.

#### 5. Academic Credit

If the Intern is completing the Programme for academic credit, the Organization shall reasonably cooperate with the Intern's educational institution, including [Describe the accommodation required, e.g. completing evaluation forms or signing the institution's learning agreement] .

The Intern is responsible for confirming the credit requirements with their institution before the Programme begins. The Organization does not guarantee that the Programme will satisfy any institution's particular requirements for academic credit. This clause does not apply if the Intern is not seeking academic credit for the Programme.

## 6. No Guarantee of Employment

This Agreement and participation in the Programme do not create any expectation, offer, or promise of employment with the Organization, whether during the Programme Term or after it ends. The Organization is under no obligation to offer the Intern a position at the end of the Programme, and the Intern is under no obligation to accept one if offered.

Any employment offer made after the Programme is a separate decision made through the Organization's ordinary hiring process, on terms set out in a separate written offer and agreement, and is at the Organization's sole discretion.

## 7. Confidentiality

"Confidential Information" means any non-public information belonging to the Organization, or to a client or partner of the Organization, that the Intern learns of or has access to because of the Programme, in any form and whether or not marked confidential. It includes business and financial information, client and customer details, product and project plans, technical data, and the contents of the Training Plan.

The Intern shall keep Confidential Information strictly confidential, use it only to perform the Programme, and not disclose it to any third party, both during the Programme Term and for [Confidentiality survival period, e.g. two (2) years] after it ends. These obligations do not apply to information that was already lawfully known to the Intern, is or becomes public through no fault of the Intern, or is independently developed without reference to the Confidential Information.

## 8. Work Product and Intellectual Property

"Work Product" means any material, report, document, code, design or other deliverable the Intern creates within the scope of the Training Plan during the Programme Term. The Intern assigns to the Organization all right, title and interest in the Work Product, and shall sign any document the Organization reasonably requests to record or perfect that assignment.

The Intern may describe the Programme and reference non-confidential aspects of the Work Product in a resume, portfolio or job application,

[Restriction on portfolio use, e.g. "with the Organization's prior written consent" or "without further restriction"] , provided doing so does not disclose Confidential Information.

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

The Intern shall comply with the Organization's workplace policies, code of conduct, and health and safety rules, as made available to the Intern and as in effect from time to time. The Organization shall provide the Intern with any safety training or equipment the Intern's duties reasonably require.

The Organization may address performance or conduct concerns informally through the Supervisor. Neither party intends the Programme to be subject to a formal employee disciplinary or grievance procedure.

## **10. Termination of the Programme**

Either party may end the Programme before the Programme end date on [Notice period, e.g. one (1) week] written notice to the other. The Organization may end the Programme immediately, without notice, for a violation of its policies, a health or safety concern, or a material breach of this Agreement.

On early termination, the Organization shall pay any compensation earned up to the termination date if the Programme is paid, and the Intern shall promptly return all Organization property and Confidential Information in the Intern's possession, consistent with clause 7.

## **11. Governing Law and Jurisdiction**

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware]. The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction].

## **12. General**

This Agreement is the entire agreement between the parties about the Programme and replaces any earlier understanding on that subject. It may only be amended in writing signed by both parties.

Neither party may assign this Agreement without the other's written consent. If any provision is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

**Organization**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Intern**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_