This Master Cooperative Education / Internship Agreement (the “Agreement”) is entered into and effective as of the date signed by the Sponsor below by and between the University of Utah, a body politic and corporate of the State of Utah on behalf of its College of Science (the “University”), and the Sponsor signing below (“Sponsor”), for the purpose of developing and implementing work experience and career exploration opportunities for selected current and recently enrolled students of the University.

In consideration of the mutual covenants, conditions and undertakings herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Development of Program.** The parties agree to work cooperatively in the development and implementation of temporary programs intended to provide selected students with work experience and career exploration opportunities, as more particularly described in the job description submitted by the Sponsor (the “Program”).

2. **Obligations of University.** In furtherance of the purposes and mutual benefits described herein, University agrees to:
   
   (a) Work in consultation and cooperation with Sponsor in developing and implementing the Program.

   (b) Select current and recently enrolled students of the University (the “Students”) who choose to apply while matriculated and are eligible to participate in the Program. The Sponsor may select any eligible Student to participate in the Program. The University may remove any Student from the Program at University’s sole discretion.

   (c) Designate a member of the University faculty or staff to act as an advisor for Students and to act as liaison between University and Sponsor on matters relating to the Program.

   (d) Inform Students of the University’s general rules, policies and requirements for participation in the Program.

   (e) Retain primary responsibility for the education, guidance and evaluation of Students.

   (f) Facilitate Students’ participation in the Program during the Program Dates (May 17 through August 5, 2016).

3. **Obligations of Sponsor.** In furtherance of the purposes and mutual benefits described herein, Sponsor agrees to:
(a) Work in consultation and cooperation with the University in developing and implementing the Program, including without limitation, the formulation of work descriptions and job assignments.

(b) Make the final selection of Students participating in the Program, each of whom shall be selected from the list of eligible Students provided by University.

(c) Comply with all University policies and requirements regarding off-campus work experience and career exploration programs for Students.

(d) Appoint a person approved by University, to provide oversight of the Program and to act as liaison between the University and Sponsor (“Program Advisor”).

(e) Accept primary responsibility for oversight and supervision of Students during their participation in the Program, and sole responsibility for oversight and supervision of Students employed or otherwise retained by the Sponsor after the Program Dates.

(f) Provide timely and constructive feedback to Students participating in the Program and provide feedback to the Program coordinator within thirty (30) days of completion of the Program by each Student.

(g) Inform Students of Sponsor’s general rules, policies, and requirements for participation in the Program, and advise Students whether they shall be considered an employee of Sponsor for purposes of compensation or employment benefits (in addition to workers compensation benefits, which shall be provided by Sponsor) in connection with any Student’s participation in the Program.

(h) Sponsor shall abide by all applicable federal, state and local laws, regulations, and orders, including without limitation all laws, regulations and orders applicable to fair labor standards, income taxation and workers compensation.

4. **Indemnification.** Sponsor shall indemnify, defend and hold harmless the University and the State of Utah and their respective trustees, officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses, including without limitation, reasonable attorneys’ fees and court costs, arising out of or in connection with any Student’s participation in the Program, or the activities of Sponsor or any Student under this Agreement, except those claims, set-offs, losses, damages, liabilities, fines and expenses arising out of or in connection with the sole negligence of the University or the State of Utah or their respective trustees, officers, employees or agents. Sponsor’s obligation under this Section 4 shall survive the termination or expiration of this Agreement.

5. **Insurance.** At all times during the term hereof, Sponsor shall secure and maintain commercial general liability insurance covering Sponsor, its employees and Students participating in the Program, and where applicable, professional liability insurance and property insurance, in such form and amounts as University may reasonably require. Sponsor shall also secure and maintain, in accordance with all applicable statutory requirements, automobile insurance (as
applicable) and workers compensation insurance covering Sponsor’s employees and Students participating in the Program. Upon request, Sponsor shall provide certificates of proof of the insurance coverage required herein. Sponsor shall indemnify and hold University harmless from any claims which may arise as a result of Sponsors failure to provide any of the insurance coverage required herein.

6. **Relationship of Parties.** In assuming and performing the obligations of this Agreement, Sponsor and University are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other.

7. **Publicity and Marketing.** Neither party shall use the other’s name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which shall not be unreasonably withheld.

8. **No Compensation.** This Agreement has been entered into in anticipation of the mutual benefits to be received by the parties hereto, and neither University nor Sponsor shall have any obligation whatsoever under this Agreement to pay any financial compensation to the other or to any employee or independent contractor of the other.

9. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year from the effective date hereof. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other. Notwithstanding the foregoing, neither party may terminate this Agreement before each Student participating in the Program at the time of notice of termination has been given the opportunity to continue and complete that Student’s participation in the Program.

10. **Equal Opportunity.** Sponsor shall not discriminate against any Student, employee, applicant for employment, or recipient of services on the basis of race, ethnicity, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, or protected veteran status, and shall maintain a workplace free of sexual or other forms of discrimination or harassment.

11. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws.

12. **Employment Status and Taxes.** The University makes no representation or warranty whatsoever with respect to the status of any Student as an “employee” or “non-employee” of Sponsor. Sponsor shall be solely responsible for and shall pay all income taxes, benefits, employers insurance, and other employment related costs and expenses (if any) arising as a result of any Student’s participation in the Program.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

UNIVERSITY OF UTAH  
“University”  
By: _____________________________  
(Signature)  
Name: _____________________________  
(Please Print)  
Title: _____________________________  
Date: _____________________________  

“Sponsor”  
By: _____________________________  
(Signature)  
Name: _____________________________  
(Please Print)  
Title: _____________________________  
Date: _____________________________  

UNIVERSITY OF UTAH  
DEPARTMENT OF ___________________________  
By: _____________________________  
(Signature)  
Name: _____________________________  
(Please Print)  
Title: _____________________________  
Date: _____________________________