INTERNSHIP AGREEMENT (UNPAID)

This INTERNSHIP AGREEMENT sets forth the obligations of ____________________ ("Intern") and ____________________ located at ___________________________ (hereinafter "the Internship Site") in connection with an unpaid internship for educational credit with the New York University ("NYU" or "the University") Tandon School of Engineering, Department of Computer Science and Engineering (hereinafter, “NYU Tandon CSE”).

- NYU Tandon CSE is designed to allow students to connect the study of computer science and engineering with their professional interests and pursuits; and
- As a student in NYU Tandon CSE, the Intern desires the opportunity for experiences and training that expands and applies knowledge acquired in the classroom; and
- The Internship Site warrants that it has the facilities to provide the Intern with practical experience and training similar to that which would be given in an educational environment; and
- The Internship Site seeks to have the Intern partake in an unpaid internship from the dates of ___________ to __________ in connection with the Intern’s studies at NYU Tandon CSE, as set forth more fully below.

NOW, THEREFORE, the Internship Site acknowledges and agrees as follows:

1. The Internship Site will have the Intern perform work that includes practical experience and training (the “Internship”) in furtherance of the educational goals of NYU Tandon CSE. Specifically, the Intern is expected to fulfill the following responsibilities:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________.

___________________ (Internship Coordinator or Supervisor Name) at the Internship Site will be overseeing the Intern’s performance and can be contacted at
___________________ (Phone Number), ____________________ (Email Address).

The Internship Site agrees to submit written midterm and final evaluations of the Intern’s work product.

2. In accordance with guidelines from the US Department of Labor (www.dol.gov/whd/regs/compliance/whdfs71.htm ), the Internship should satisfy the following criteria: (i) the Intern will not receive any direct or indirect compensation from the Internship Site for time spent in the Internship, (ii) the Intern will not be entitled to or expect a job with the Internship Site at the conclusion of the Internship, (iii) the Intern will not displace regular employees of the Internship Site, and the Internship will take place under close supervision of existing Internship Site staff, and (iv) the Internship Site will not derive any immediate advantage from the Internship.
The Intern will not intern more than 20 hours per week during the fall and spring semesters. The Intern may intern for more than 20 hours per week during the summer semester, and in the Intern’s final semester if the Intern has no more than 4.5 credits (about 2 classes) remaining before graduation.

3. Any stipend provided by the Internship Site to the Intern shall not exceed the reasonable approximation of expenses incurred by the Intern in connection with the Internship (subject to applicable immigration law for foreign students).

4. The Intern will not in any way be considered an employee or agent of the Internship Site.

5. The Internship Site will cover the Intern with Workers’ Compensation Insurance and will provide NYU with proof of such coverage by sending a copy of an appropriate insurance certificate to Senior Director, Insurance & Enterprise Risk Management, 105 East 17th Street, 4th floor, New York, NY 10003 prior to the start of the Internship (either by mail or email at insurance.vendor.cert@nyu.edu).

6. The Internship Site retains the right to terminate the Internship consistent with applicable law. The Internship Site will make reasonable efforts to notify NYU Tandon CSE in advance of such removal.

7. NYU Tandon CSE will award academic credit to the Intern for successful completion of the registered course and associated Internship. The criteria for successful completion of the registered course, including any academic assignments associated with the Internship, will be determined in the sole discretion of NYU Tandon CSE.

8. The Internship Site will defend, indemnify and hold harmless NYU, its affiliated entities and their respective trustees, directors, officers, agents, employees and representatives from and against any and all claims, demands, damages, liabilities, suits, proceedings, investigations and any other action of any kind and any resulting loss, liability, expense, damage, settlement, judgment, interest or penalty of any kind, including court costs and attorneys’ fees resulting from, or arising in connection with, (i) any willful misconduct or negligent act or omission of the Internship Site or its employees, officers, directors, agents or representatives in connection with this Agreement or (ii) breach by the Internship Site of any of the terms of this Agreement or any applicable law or regulation.

9. The Internship Site will comply with all applicable laws and regulations with regard to the Intern, including with respect to non-discrimination and anti-harassment.

10. The Internship Site will not use any name, logo, or trademark of the University in any marketing, advertising, or publicity materials without the University’s prior written consent.

11. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between NYU Tandon CSE and the Internship Site.

NOW, THEREFORE, the Intern acknowledges and agrees as follows:
1. Unless otherwise inconsistent with applicable law or with University policy, the Intern will adhere to all applicable policies of the Internship Site and will complete all assignments and projects as defined by the Internship Site. The Intern will not intern more than 20 hours per week during the fall and spring semesters. The Intern may intern for more than 20 hours per week during the summer semester, and in the Intern’s final semester if the Intern has no more than 4.5 credits (about 2 classes) remaining before graduation.

2. The Internship Site has the right to terminate the Internship consistent with applicable law.

3. The Intern will not receive any direct or indirect compensation from the Internship Site for time spent in the Internship, nor will the Intern be entitled to or expect a job with the Internship Site at the conclusion of the Internship.

4. Any stipend provided by the Internship Site to the Intern shall not exceed the reasonable approximation of expenses incurred by the Intern in connection with the Internship, subject to applicable immigration law for foreign students. (For foreign students, please consult with NYU’s Office of Global Services or other authority for more information.)

5. The Intern will not in any way be considered an employee or agent of the Internship Site.

6. The Intern will adhere to all applicable guidelines of NYU Tandon CSE and shall complete all assignments and projects as defined by the internship course instructor.

7. The Intern will receive academic credit from NYU Tandon CSE subject to the successful completion of the registered internship course and associated Internship. NYU Tandon CSE does not supervise or control the Intern at the Internship Site.

8. (I) A student internship is designed to be “a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting” (National Association of Colleges and Employers), (II) credit towards an NYU degree, however, is to be awarded for course work rather than internship placements, and (III) although an internship placement may be a co-requisite for a course, students are to receive credit for academic work assessed by an instructor as part of a course, not for the professional development received through their placement. For additional information, please refer to “Important Considerations before Accepting a Job or Internship,” available from the NYU Wasserman Center for Career Development.

9. As applicable, the Intern has complied with all immigration-related requirements under the law in connection with this Internship and, if necessary, has completed and submitted all required documentation to NYU’s Office of Global Services.

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to any principles of conflict of laws. This Agreement contains the
entire agreement between the Intern and the Internship Site and terminates any and all previous agreements between them, whether written or oral. This Agreement is subject to the exclusive jurisdiction of the federal and state courts sitting in New York County and to the sufficiency of service of process by certified or registered mail in connection with any dispute arising out of or in connection with the Internship and this Agreement. This Agreement may be executed hereto in separate counterparts, each of which when so executed and delivered will together constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives have signed this Agreement as of the day and year written below.

INTERNSHIP SITE

By: ____________________________
   Signature
   ____________________________
   Print Name
   ____________________________
   Title
   ____________________________
   Date

NOW, therefore, the Internship Site and the Intern have entered into this Agreement in connection with an unpaid internship for educational credit with NYU Tandon CSE.

NYU TANDON CSE

By: ____________________________
   Signature
   ____________________________
   Print Name
   ____________________________
   Title
   ____________________________
   Date