

SAMPLE

An Agreement to Provide for terms of Internship

Between

_____ (“the Intern”)

And

_____ (“the Provider”)

WHEREAS the Intern and the Provider have a common intention to allow the Intern to be exposed to and participate in a range of ‘real world’ projects currently undertaken by the Provider for the express and sole purpose of providing the Intern with experience and learning of current industry conditions, practices and applications which are relevant to the Intern’s course of study and the parties now mutually agree –

1. That in providing this opportunity no offer of employment is express or implied (either prior to, during or after the conclusion of the internship); and
2. Whilst an indirect benefit *may* accrue to the Provider through the participation of the Intern, that is incidental to and not the purpose for which this arrangement exists; and
3. The Intern shall not receive any payment (other than the reimbursement of agreed and reasonable expenses) in relation to and for the duration of the internship; and
4. There is no intention to create an employment relationship between the parties.
5. The term of this Internship shall be _____ commencing on _____
Either party shall be entitled to terminate this arrangement at any time prior to its conclusion by providing the other with 48 hours’ notice.
6. The Intern will be thoroughly briefed on and shall comply in all respects with the Provider’s Health and Safety policies and requirements and shall be familiar with all emergency procedures. Where any protective clothing or equipment is provided it must be worn as required.
7. The Intern agrees to comply with the Provider’s reasonable expectations with respect to conduct and personal presentation.
8. During the course of the Internship the Intern may become privy to confidential information pertaining to the Provider and/or its clients or suppliers. The Intern undertakes not to disclose confidential information at any time (including at any time after the termination of the

© Canterbury Employers’ Chamber of Commerce, August 2016

This document and any accompanying information is subject to copyright and has been provided for the sole benefit of the recipient member on the condition that it may not be reproduced or distributed in any form to other parties. In the case of ‘template’ or ‘sample’ documents, their reproduction or distribution must be confined to use within the member’s own business and not made available to third parties whether in payment of a fee or otherwise. **IMPORTANT – DISCLAIMER** – The Canterbury Employers’ Chamber of Commerce accepts no liability for any action taken, or consequences arising from any use of the material or any reliance made on the material.

Internship) unless expressly authorised to do so by the Provider. *[Note: in some circumstances it may be desirable or necessary for the Intern to complete a formal Non-disclosure Agreement]*

9. A Schedule detailing the areas of participation and expected outcomes shall be prepared and agreed with the Intern prior to the commencement of the Internship. This shall not prevent the parties from taking advantage of other opportunities which may arise and benefit the Intern during the course of the programme.
10. The Provider's point of contact responsible for all matters in relation to this Internship shall be _____.

Signed:

(INTERN)

(FOR PROVIDER)

DATED: 2016

[NOTE TO PROVIDER: IT IS IMPERATIVE THAT THIS AGREEMENT BE COMPLETED BEFORE THE INTERN COMMENCES ANY ACTIVITIES CONTEMPLATED UNDER THIS ARRANGEMENT. FAILURE TO DO SO COULD JEOPARDISE YOUR ABILITY TO DIFFERENTIATE THE INTERNSHIP FROM AN EMPLOYMENT RELATIONSHIP]

© Canterbury Employers' Chamber of Commerce, August 2016

This document and any accompanying information is subject to copyright and has been provided for the sole benefit of the recipient member on the condition that it may not be reproduced or distributed in any form to other parties. In the case of 'template' or 'sample' documents, their reproduction or distribution must be confined to use within the member's own business and not made available to third parties whether in payment of a fee or otherwise. **IMPORTANT – DISCLAIMER** – The Canterbury Employers' Chamber of Commerce accepts no liability for any action taken, or consequences arising from any use of the material or any reliance made on the material.