

Contract Template

Internship Agreement



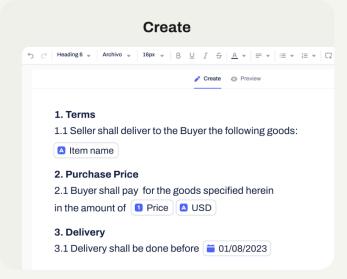
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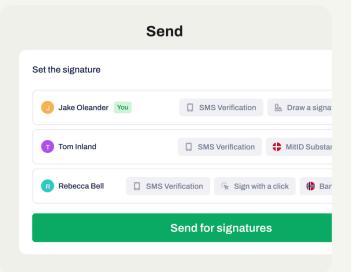


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[state]

WHEREAS, [intern.firstname intern.lastname] ("Intern") desires a position as an Intern.

WHEREAS, [employer:companyname] ("Company") is willing to offer the Intern an internship on an unpaid basis ("Internship").

WHEREAS, the Company and the Intern enter into this agreement for the purpose of reducing to writing their arrangements for the Internship ("Agreement")

IN CONSIDERATION of the mutual covenants and promises, the Client and the Vendor (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows.

1. INTERNSHIP POSITION

The Company hereby offers the Intern the position of [position] in the [department] on a temporary and unpaid basis.

2. BASIS OF THE INTERNSHIP

The Parties agree that the Internship shall be for educational purposes only and there shall not be any commercial aspect. The Intern acknowledges and agrees that at the conclusion of the Internship, the Company shall be under no obligation to offer to the Intern any position on an employer/employee or any other basis.

3. TERM OF THE INTERNSHIP

The term of the Internship shall commence on [date] ("Effective Date") and shall continue for a period of [months], at the end of which period this Agreement shall be terminated for all purposes ("Termination Date").

4. NATURE OF THE RELATIONSHIP

The Parties agree that during the Term of the Internship, the relationship between the Company and the Intern shall be on an independent contractor basis and not an

employer/employee relationship.

5. INTERNSHIP HOURS

The Intern shall be available from Monday to Friday (excluding holidays) between the hours of [time]. The Intern shall have [minutes] for lunch break at <a href="[time]. The Intern may be required to be available outside of the indicated hours from time to time and the Intern agrees to be available to perform the required duties during such times.

6. COMPENSATION

- 6.1 The Parties agree that the Internship shall be on an unpaid basis throughout the Term and that the Intern shall receive no financial compensation of any nature for the performance of the duties referenced in this Agreement.
- 6.2 The Intern acknowledges and agrees that his/her compensation for the services to be performed for the Company pursuant to this Agreement shall be in the form of knowledge, training and experience.
- 6.3 The Company will reimburse the Intern with all prior expenses relating to the Internship, such as travel expenses.

7. DUTIES

During the Term of the Internship, the Intern shall perform the following duties under the supervision of a supervisor to be assigned on or before the Effective Date:

- 1. [duty 1]
- 2. [duty 2]
- 3. [duty 3]

The Company shall be at liberty to add to or change the above duties as and when required by its operations.

8. INTERN'S WARRANTIES AND UNDERTAKINGS

The Inter undertakes that during the Internship, he/she shall: a) prioritize the best interest of the Company in all things; b) act in good faith and honestly at all times; c) be punctual at all times: d) perform all his/her duties attentively and to the best of his/her abilities; e) be free of any contractual obligations at the Effective Date which would prevent the Intern from commencing the Internship and f) not be violating the rights of any third party by entering this Agreement.

9. ABSENCE

If the Intern is unable to attend to assigned duties for any reason, including sickness, he/she shall inform the [name of department] Department as soon as possible by telephone on [number] or way of email to [email address]. The email shall give details of the reason for non-attendance and expected date of return. The Intern is not entitled to any sick days off. An absence of 3 consecutive days or more: a) without notification to the company; and b) without a medical certificate shall be considered a breach of the Internship and may lead to a termination of this Agreement at the Company's option.

10. INTELLECTUAL PROPERTY

10.1 The Intern acknowledges that he/she will have access to the confidential information, patents, trade secrets and the Intellectual Property of the Company (collectively "IPR"). The Intern agrees that: a) the IPR shall remain the exclusive property of the Company at all times; b) he/she is only authorized to use the IPR in the performance of the duties referenced in Clause 7;

10.2 The Intern agrees that any IPR developed, created, collaborated in or contributed to by him/her shall be deemed to be product of work for hire and shall be the sole and exclusive

property of the Company, inclusive of all moral rights. The Intern shall have no interest in the IPR and the Intern agrees that he/she shall execute an assignment agreement in respect of all work product if so requested by the Company and the Company shall be under no obligation to compensate the Intern in any way.

11. CONFIDENTIALITY

The Intern shall be under a duty of confidentiality at all times during the Term and for a period of [months]("Restricted Period") following termination of this Agreement. Except as required by law or by court order, the Intern shall not disclose or make use of the IPR of the Company for any reason.

12. NON- COMPETITION, NON-SOLICITATION AND NON-CIRCUMVENTION

- 12.1 **Non- Competition.** During the Restricted Period, the Intern agrees: (a) not to work for any entity or business that is in competition with the Company; (b) not directly or indirectly engage or participate in any business activity that competes with the Business of the Company; (c) not to use or deal in any IPR of the Company in anyway; and (d) that the restrictions stated in this Clause shall apply in [define geographic area].
- 12.2 **Non-Solicitation.** During the Restricted Period, the Intern agrees not to directly or indirectly: (a) solicit any business away from the Company or induce, encourage or intimidate its customers to stop dealing with the Company; (b) supply, provide, license any products or services the Company already offers or makes available to its customers or which it is working on or about to introduce to them; (c) solicit, induce or lure any employee, agent or contractor of the Company to terminate their employment or engagement with the Company; and (d) solicit, induce or lure any supplier of the Company to stop supplying its products and services to the Company or to supply to a competitor or to the customers of the Company.

12.3 **Non-Circumvention.** During the Restricted Period, the Intern agrees not to: (a) contact or attempt contact, directly or indirectly, any parties related to the Company with the intent or purpose of circumventing any provision of this Agreement; (b) attempt to solicit any IPR from such persons or entities nor to disclose such information or provide any information of whatever nature to any party that would enable such party to undertake such actions; and (c) not use any IPR of the Company for the purpose of establishing any commercial activity.

12.4 The Parties agree that the intent of the provisions of Clause 12 is to allow the Company to protect its legitimate business interests and future business opportunities. The Intern agrees that the terms of this Clause are fair and reasonable.

13. TERMINATION

This Agreement will or may terminate if a) it is not extended by the parties [days] days prior to the Termination Date; b) the Parties mutually agree terminate the Agreement in writing; c) if the Intern is in breach of the Internship and the Company issues a notice of termination without the need for any notice period; and d) either Party may terminate this Agreement by giving the other Party a notice in writing of not less than [days] terminating this Agreement. Following termination of this Agreement, the Intern shall return to the Company all property of the Company in the possession of the Intern, including any IPR.

14. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement.

15. SEVERABILITY

The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason: a) the offending provision shall be removed; and b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.

16. AMENDMENT

Any amendment to this Agreement must be mutually consented to by the Parties in writing.

17. WAIVERS

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not prevent the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

18. DELAYS, INDULGENCES AND OMISSIONS

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

19. NOTICES

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective 2 days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed/displayed digital means of communication and such notice shall be deemed to be effective 24 hours after dispatch.

20. SUCCESSORS

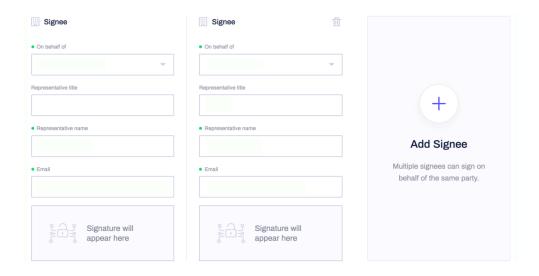
The provisions of this Agreement shall be binding on and inure for the benefit of the Parties and their respective successors and assigns and legal representatives.

21. COSTS

The Parties agree that they shall each bear their own respective costs for the preparation and negotiation of this Agreement.

22. APPLICABLE LAW

The interpretation of this Agreement or any part of it shall be governed by and construed in accordance with the laws of the State of [state] and shall be subject to the exclusive jurisdiction of the federal and state courts located in [county], [state].



User Note: An important aspect of the Internship Agreement is to protect the economic interests and assets (particularly Intellectual Property) of a business. The user should guard against a situation where it becomes difficult for the Intern to earn a living. If challenged in the legal process, such Agreements will tend to be struck down. The aim should be to educate the Intern of their legal obligations to protect the business and economic interests of the business and the possible consequences of failing to do so.

For the purposes of the template, the same Restricted Period is applied to all the undertakings in Clause 11 and Clause 12. If the User prefers a different Restricted Period for one or more of the covenants, the relevant clause should be amended to meet such requirement.

Users of this template Agreement should note that courts in general are not in favor of documents with restrictive covenants, particularly where related to employment type situations and they generally interpret such documents very narrowly. To gain maximum value from this document, users should take a reasonable approach in respect of the Restricted Period. What is the reasonable period required to protect a legitimate business interest? The longer the period the more likely it will be struck down. The narrower the restriction, the more likely it will be upheld.

The User Note is intended for guidance only and does not in any way constitute legal advice and Users should treat it accordingly





Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,0 rehouse space located at 19141 Pine

Read full summary

Key Data Fields

Every contract is built on data. Learn more →

Base Rent Operating Cost Security Deposit Late Charge Square Footage of Premises



Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's use any chemicals/pesticides. Another Read full report



Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date March 1, 2018

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