

## 2019 Sourcewell Student Intern Agreement

This Student Intern Agreement (“Agreement”) is made by and between Sourcewell, located at 202 - 12<sup>th</sup> Street NE, PO Box 219, Staples, MN 56479, [insert member name] (“Member”), located at [insert member address], and [insert name] (“Intern”) located at [insert address]. Sourcewell, Member, and Intern shall be collectively known as “Parties.”

1. Term. This Agreement shall begin on [insert date] and continue for 16 weeks (or a total of 640 hours if the Term extends over more than one (1) semester). Sourcewell, Member, and Intern all reserve and shall have the unconditional right to terminate and cancel this Student Intern Agreement at any time by providing written notice to the other parties.
2. Educational Institution. Intern understands, acknowledges, and agrees that he/she must be enrolled, at a minimum, as a part-time student in a post-secondary educational institution at all times during the appointment. The Intern further certifies that he/she will immediately notify Sourcewell if his/her enrollment status changes and that such change or failure to report such change will result in the termination of this agreement. Intern is currently enrolled at [insert name of institution].
3. Services. Intern shall be assigned to provide services as may be requested by [insert name of entity or member], including the following [insert brief description of duties to be assigned]. The Intern understands, acknowledges, and agrees that he/she will not normally be requested or allowed to work more than \_\_\_\_\_ hours per week. However, he/she may work up to 40 hours per week.
4. Compensation. Intern shall be compensated in the amount of \$12.00 per hour for each hour worked pursuant to this Agreement. Such compensation shall be paid by Sourcewell on a bi-weekly basis.
5. Invoicing. Intern shall submit time and activity reports in the form of an invoice to Sourcewell on a bi-weekly basis. Sourcewell must receive each invoice by Tuesday at noon for it to be paid in that current week.
6. Reporting of Income. It shall be the responsibility of Intern to properly report all monies earned as a result of work done for Sourcewell to the State and Federal Governments. Intern shall submit a W-9 form to Sourcewell prior to commencing work. Sourcewell shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by Intern. Intern shall receive a copy for tax purposes.

7. Travel. Mileage, meals, and travel costs incurred as a result of travel to and from the internship site are the responsibility of Intern and shall not be reimbursed by Sourcewell.
8. Government Data. The Parties acknowledge that Sourcewell is subject to the Minnesota Government Data Practices Act (MGDPA) at Minnesota Statutes, Chapter 13. The Parties further acknowledge that any data collected, created, received, maintained, or disseminated in conjunction with this Agreement are obtained for Member's benefit and are Member's sole property with the exception of data Sourcewell maintains to provide ongoing services to Member. If Member is also subject to the MGDPA, Member shall be responsible for ensuring government data related to this Agreement are appropriately classified, categorized, and inventoried as required by the MGDPA, for protecting such data in accordance with the Act, and for responding to any related public data requests.
9. Independent Contractor. The Parties agree and understand that Intern is acting as an independent contractor and not an agent or employee of Sourcewell or Member. Therefore, Intern is not eligible for benefits from retirement, Social Security, PERA, State Unemployment Insurance, Workers Compensation, or those benefits reserved for employees of Sourcewell. Intern shall be responsible for paying his/her own medical bills for any personal illness or injuries occurring during the term of this agreement.
10. Assignment. This Agreement shall be binding and inure to the benefit of the Parties and shall not be assigned or transferred without written agreement by the parties.
11. Limitation of Liability. Except for the Parties' obligations pursuant to Sections 3 and 4, neither party shall be liable to the other party for any special, consequential, punitive, incidental, or indirect damages or any damages for lost data, business interruption, lost profits, lost revenue, or lost business arising out of or in connection with this Agreement, however caused and based on any theory of liability, arising out of this Agreement, whether or not such party has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.
12. Indemnification. Each party agrees to defend, indemnify, and hold the others harmless from any and all claims and demands which may result from the negligence of the others in connection with their duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. The Parties agree to be responsible for their own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Sourcewell's liability shall be governed by Minnesota Statutes, Chapter 466, and other applicable law.
13. Approval. Member shall approve placement of the Intern by signing below. Member's liability under this Agreement is limited to that specifically outlined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year executed below.

[Intern name]

APPROVED BY:

[Region Five Member]

x \_\_\_\_\_  
Authorized Signature – **Signed**

x \_\_\_\_\_  
Authorized Signature – **Signed**

By \_\_\_\_\_  
Name – **Printed**

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Sourcewell**

x \_\_\_\_\_  
Authorized Signature – **Signed**

x \_\_\_\_\_  
Name – **Printed**

Title Manager C+C Solutions

Date \_\_\_\_\_