INTERNSHIP AGREEMENT

BETWEEN

THE JOHNS HOPKINS UNIVERSITY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS INTERNSHIP AGREEMENT (the “**Agreement**”) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between The Johns Hopkins University (“**JHU**”) on behalf of its Whiting School of Engineering (“WSE”) and INSERT NAME OF COMPANY (“Organization”). JHU and Organization may be referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

**WHEREAS,** JHU is a Maryland non-stock, not-for-profit corporation located in Baltimore, Maryland

**WHEREAS**, in order to give its engineering Robotics MSE students opportunities to gain skills for careers outside academic research, JHU runs an internship program (“**Program**”).

**WHEREAS,** Organization is a INCLUDE COMPANY DESCRIPTION, located in INSERT CITY, STATE, and

**WHEREAS,** JHU desires to provide one or more of its graduate students with an opportunity to do an internship at Organization in connection with the Program, and Organization desires to select and accept such students as it sees fit (each such student so selected and accepted by Organization, an “**Intern**”), pursuant to the terms and conditions hereof and as further described herein,

**NOW, THEREFORE,** in consideration of the promises and of the mutual covenants and conditions set forth in the Agreement, JHU and Organization, agree as follows:

1. **GENERAL DESCRIPTION OF PROGRAM.**

The Program runs during the academic year and during the summer period. Organization understands that at any given time during the term of this Agreement the Program may not be staffed with Interns depending on the availability and interests of JHU’s graduate students. Organization further understands and agrees that JHU is under no obligation to make available an Intern or Interns to Organization during the term of this Agreement, but that the purpose of this Agreement is to provide opportunities to JHU’s graduate students to work at Organization should they so desire. Upon the end of an Intern(s) Project (as defined below), Organization and JHU will work together in a timely manner to facilitate the selection of new Intern(s), if available.

1. **JHU SHALL:**
2. Make available a WSE staff member to answer questions from Organization, and the Intern(s) regarding the Program.
3. Provide all relevant paperwork reasonably requested by Organization in connection with the Program.
4. Provide Organization with a Program and Intern evaluation form.
5. **ORGANIZATION SHALL, WITH RESPECT TO EACH INTERN:**
6. Provide a designated project for the Intern to work on with a preference for the ability to complete the project within the term hereof.
7. Communicate to JHU in writing that Intern has been approved and accepted by Organization for the Project by completing the applicable form provided.
8. Grant reasonable access to the Intern to its premises for the purpose of working at Organization toward the mutual goals enumerated herein.
9. Grant reasonable access, upon prior request, to JHU and its representatives for the purpose of visiting the Organization’s premises, non-public work sites and the Intern.
10. Appoint at least one employee of Organization with the appropriate skills, ability, and training to supervise the Intern at all times while are on the premises of Organization or in the performance of work for Organization.
11. Provide and explain to the Intern all applicable Organization protocols and procedures necessary for the Intern’s work for Organization, including those related to health, safety, and security of the Intern and Organization’s clients and provide Intern with requisite training on the foregoing.
12. Complete a Program and Intern evaluation report form, which shall be provided by JHU.
13. Notify JHU immediately if there are any problems or concerns regarding the Intern or Intern’s work or activities.
14. Conduct any and all criminal or other background checks required by applicable laws, regulations, rules, and ordinances for the Intern to work at Organization.
15. Pay to the Intern an amount determined by the Organization subject to its normal salary guidelines, but will, in general, be comparable to new graduate engineer levels.
16. **INTELLECTUAL PROPERTY**

No right or license is granted under the Agreement either expressly or by implication and both Parties retain all prior rights, title and interest in and to their respective intellectual property. It is understood that any and all proprietary rights, including but not limited to patent rights, related to any work done by the Intern for Organization during the Program and within the scope of this Agreement, shall be and remain the intellectual property of Organization. JHU retains and owns all rights, title and interest in and to any intellectual property, including but not limited to patent rights, developed by, for, through or under the auspices of JHU. The free dissemination of information is an essential and long-standing policy of JHU. Although students are not agents of JHU, this policy ensures free dissemination for all JHU constituents, including Interns. Therefore, Organization agrees that participating Interns and JHU constituents shall have the right to publish and disseminate information derived from the Program provided this publication or dissemination does not include the confidential information of Organization. However, this prohibition does not prevent participating Interns from publishing or sharing confidential information of the Organizations within the limited context of the Program in order to fulfill reasonable academic requirements (i.e., with faculty with direct academic oversight). Such confidential information will not be shared outside of this context without first furnishing Organization with a copy of any proposed publication thirty (30) days in advance of submission of the proposed publication for review and comment concerning confidential information. If needed to help prevent any delay in the Intern’s academic progress, a shorter review period may be discussed between the Intern and Organization.

1. **INSURANCE**

Organization shall maintain during the term, through a program of self-insurance, insurance coverage of the types and in the amounts typically carried by a biopharmaceutical research business including general liability and auto liability insurance. Organization will provide to JHU upon written request documentation evidencing its insurance coverage.

1. **RECRUITMENT AND SUPERVISION**
2. Organization shall retain exclusive control and oversight over the recruitment, acceptance, and hiring of Intern(s) to Organization, and all related employment decisions, including but not limited to termination of employment.
3. Organization shall be solely responsible for the supervision and control of the Intern(s) in the performance of the Intern(s)’s work pursuant to this Agreement and shall solely control the method, manner and means of the Intern(s) performance of such work. Organization understands that the Intern is not an agent of JHU and that Intern is not authorized to act on behalf of JHU in any manner, including without limitation, taking on any liability or obligation on behalf of JHU, waiving, releasing or transferring any rights on behalf of JHU, or otherwise binding JHU by contract or in any other manner.
4. **TERM AND EXTENSION**

This Agreement shall be valid from the Effective Date and shall be effective until three (3) years from Effective Date. The Parties may mutually agree in writing to renew this Agreement for agreed upon periods of time. This Agreement can be terminated by any Party in its entirety or with respect to one or more Programs: (1) at any time with or without cause immediately upon written notice to the other; or (2) upon a material breach of the any of the terms or conditions hereof, provided that the breaching Party has been given five (5) days’ notice and opportunity to cure the breach.

1. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Organization shall defend, indemnify, and hold harmless JHU and each of its trustees, officers, employees, agents, and students against any and all liabilities, damages, claims, suites, causes of action, losses, and costs of whatsoever kind or nature including, without limitation, attorney’s fees, litigation expenses, and court costs, caused by, arising out of, or resulting from any acts of omissions of or breach of this Agreement by Organization, its officers, employees, or agents.

EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR ANY PERSON OR ENTITY CLAIMING THROUGH SUCH OTHER PARTY) FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

1. **NOTICE**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered either (1) in person, (2) by certified mail, postage prepaid, return receipt requested, or (3) by a commercial overnight courier that guarantees three-day delivery and provides a receipt, and such notices shall be addressed as follows,

If to JHU:

Johns Hopkins University Research Administration

1101 E. 33rd St Suite B001

Baltimore, MD 21218

Email: eawards@jhu.edu

c/o Whiting School of Engineering CA

 With a copy to: The Office of the Vice President and General Counsel

 3400 North Charles Street

 113 Garland Hall

 Baltimore, MD 21218

 If to Organization:

or to such other persons or addresses as either Party may from time to time specify in writing to the other Party by like notice. Any notice shall be effective only upon delivery. An additional copy of any notice may be sent by email to addresses as either Party may from time to time specify in writing to the other Party.

1. **COUNTERPARTS**

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

1. **ASSIGNABILITY**

The respective rights and obligations of the Parties under this Agreement shall not be assigned without prior written permission of the other Party.

1. **USE OF NAME**

Each Party shall not use any names, marks, trademarks, service marks, or logos of the other Party or any of its affiliates in any advertising, promotional, sales literature, fundraising documents or similar forms of communication, whether oral, written, or in print or online, without prior written consent from the other Party’s authorized representative.

1. **MODIFICATION**

This Agreement constitutes the entire understanding of the Parties with respect to their relationship and may be modified only by a written agreement signed by each Party.

1. **NO JOINT VENTURE CREATED**

The Parties agree that nothing in this Agreement is intended to create, or in fact creates, any partnership, joint venture, consolidation, or combination of the Parties’ organizations, boards of directors, or management teams or staff.

1. **GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. All actions, claims, or disputes arising under or relating to this Agreement shall be solely brought in the state or federal courts located in the State of Maryland.

1. **COMPLIANCE WITH LAWS**

Each Party shall perform this Agreement in compliance with all applicable laws, regulations, rules, and ordinances and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

1. **SEVERABILITY**

If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the Parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

1. **SURVIVAL**

All representations, warranties, and agreements made herein and which are to be performed after the expiration or termination hereof or that are prospective in nature, including without limitation Section IX hereof, shall survive the expiration or termination of this Agreement.

1. **ENTIRE AGREEMENT**

This Agreement, including any other documents referred to herein which form a part hereof, embodies the entire agreement and understanding of the Parties. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

(signatures on following page)

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the day and year first written above.

 INSERT NAME OF ORGANIZATION

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **THE JOHNS HOPKINS UNIVERSITY**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_