

**ENVIRONMENTAL INSTITUTE
ENVIRONMENTAL SCIENCES GRADUATE PROGRAM
INTERNSHIP CONTRACT**

This contract and any attachments hereto, is made and entered into the _____ day of _____, 2002 by and between _____, hereinafter referred to as the INTERNSHIP SPONSOR, and Oklahoma State University, acting for and on the behalf of the Environmental Institute, hereinafter referred to as the UNIVERSITY.

WHEREAS, the INTERNSHIP SPONSOR will provide an academically approved internship according to the Environmental Science Graduate Program ENVR 5600 Internship Guide for student(s) in the Environmental Sciences Graduate Program at Oklahoma State University in its facility(ies) at _____.

NOW THEREFORE, it is mutually understood, stipulated and agreed by and between parties hereto as follows:

1. The INTERNSHIP SITE shall furnish the necessary facilities, materials and qualified personnel to provide the services as attached hereto in Attachment A and incorporated herein by reference.
2. This agreement shall become effective _____ and shall terminate _____ unless canceled prior to that time by either party hereto by giving reasonable notice in writing to the other party.
3. It is agreed and understood by the parties hereto, that the Internship Program will be structured as follows:
 - a. The equivalent of x student position will be provided. The student filling the position will work a total of xx hours per week on site as part of this internship.
 - b. The student shall be paid by the UNIVERSITY for the term of the contract. The amount of salary/wage is to be no more than \$xxx per student per month. The Agreement is strictly for graduate student salaries/wages and benefits therefore no facilities and administrative costs are allowed to be charged against this Agreement.
 - c. The coordination of the Internship Program shall be the responsibility of the INTERNSHIP SITE, under the direction of Drs. (name, address, phone number, email).
 - d. UNIVERSITY faculty will provide supervision and any other activity deemed necessary for the successful completion of the Internship program. University contact for administrative questions concerning the internship is:

Talya Henderson, Coordinator,

Environmental Science Graduate Program
003 Life Sciences East
Stillwater, OK 74078
405-744-9229

- e. INTERNSHIP SPONSOR professional staff will provide supervision as well as any other activity necessary for the successful completion of the Internship program at the Internship site.
 - f. Student will remain on-site until the end of the contract period.
4. The UNIVERSITY and INTERNSHIP SPONSOR agree to maintain sufficient records to show fiscal and program responsibilities and to maintain sufficient books, records, and ledgers for the purpose of inspection, monitoring, auditing, and evaluating the delivery of services. Financial records should accurately account for expenditures using accepted accounting procedures. The UNIVERSITY and the INTERNSHIP SPONSOR agree to make such books, records, and ledgers accessible at reasonable times to their representatives for inspection and audit as it is deemed necessary by either party.
 5. The UNIVERSITY and INTERNSHIP SPONSOR agree to comply with the requirements of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity to those seeking employment without regard to race, color, religion, sex, national origin, or handicap.
 6. This Agreement may not be assigned, delegated or transferred by either party without prior express written consent of the other.
 7. It is neither intended nor implied with this Agreement that either party has any rights as agent, employee, joint venturer or partner in the business of the other.
 8. The UNIVERSITY agrees to provide adequate, proper, and customary insurance on personnel employed by the UNIVERSITY for injury, property liability, or general liability. A copy of the certificate of insurance (Attachment B) is included as part of this Agreement.
 9. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.
 10. Each party (the "Disclosing Party") may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning volume of business, methods, systems, practices, plans and other Proprietary Information (collectively, "Confidential Information"). Each party

acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent. The UNIVERSITY is only bound regarding confidential information that the INTERNSHIP SPONSOR notifies the UNIVERSITY is confidential in nature prior to its disclosure to UNIVERSITY. The INTERNSHIP SPONSOR may require the student to sign a nondisclosure agreement which is independent of any UNIVERSITY obligations. Students shall be provided with an explanation of any requirements for confidentiality prior to initiation of the internship.

11. Except as otherwise provided in this Agreement, no amendment to this Agreement or the Attachments or Exhibits shall be valid unless it is in writing and signed by both parties.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
13. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement, in its Attachments or Exhibits, or in written notice hereunder.
14. All notices shall be deemed effective when actually received by the other party by either personally delivery or certified or registered mail to the addresses reflected on the signature page, or to such other addresses as the parties shall respectively by notice designate.
15. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors.
16. In consideration of the faithful performance of this Agreement by both parties, the INTERNSHIP SPONSOR agrees to pay the UNIVERSITY an amount not to exceed \$ xx,xxx.xx. The UNIVERSITY will be reimbursed on a regular basis upon submission of invoices. Each claim for reimbursement will have a summary of expenditures attached to the claim. The summary will list the amounts to be reimbursed for graduate student salaries/wages and benefits for the month claimed. All

claims shall be submitted to the INTERNSHIP SITE no later than 60 days after the termination date of the Agreement.

Wherefore, for the faithful performance of the terms of this agreement, the parties hereto in their capacities as stated, affix their signatures.

INTERNSHIP SPONSOR

UNIVERSITY:

Oklahoma State University

By: _____
Name:
Title:

By: _____
Joseph Alexander
Vice President for Research

Date: _____

Date: _____

By: _____
Name: Timothy Pettibone
Title: Dean, Graduate College

Date: _____