

ATHLETIC TRAINING INTERNSHIP AGREEMENT

Brigham Young University

This Agreement is entered into this _____ day of _____, 202____ between Brigham Young University, a Utah nonprofit corporation and educational institution (“BYU”) and _____ (the “Experience Provider”) located at _____, phone _____, contact email address _____

1. **PURPOSE:** In order to facilitate internship opportunities and educational experience for students, this Agreement is intended to govern the relationship between the Experience Provider and BYU with respect to student interns from BYU in an internship arrangement with the Experience Provider.

2. **GENERAL CONSIDERATIONS:**

- 2.1 An internship is a cooperative program between BYU and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help students acquire the skills and knowledge needed in their chosen field of study or occupation.
- 2.2 This Agreement is effective as of the Effective Date and may be terminated by BYU or the Experience Provider for any reason by providing reasonable advance written notice to the other.
- 2.3 BYU and the Experience Provider agree to indemnify each other from any claims or liability, including reasonable attorneys’ fees, due to their respective negligent acts or omissions arising from the performance of this Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise of indemnity.
- 2.4 BYU is acting as an internship facilitator only and will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by Experience Provider’s actions, inactions or negligence.
- 2.5 Neither BYU nor the Experience Provider will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the other party’s actions, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both the Experience Provider and BYU, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party’s respective fault.
- 2.6 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYU and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by the Experience Provider’s personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker’s compensation coverage for the Interns participating in the educational experience.

- 2.7 This Agreement covers (check one):

- ☐ Single location of Experience Provider—i.e., only that location with address listed above. (Note: a separate agreement will be required for each different location of Experience Provider.)
- ☐ Multiple locations of Experience Provider—i.e., only those locations listed below. (Attach sheet if additional space needed.)

- ☐ **All locations** of Experience Provider.

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3. THE STUDENT AGREES TO:

- 3.1 Comply with the Experience Provider's policies and procedures.
- 3.2 Comply with the applicable BYU's dress and grooming standards and honor code.
- 3.3 Enroll as an academic internship student and perform the duties indicated unless released by the applicable BYU and the Experience Provider.
- 3.4 The parties acknowledge and agree that it shall be the responsibility of each Intern to: (in) comply with Experience Provider's policies and procedures; (ii) report any serious problems related to the Experience Provider, including safety and personnel problems, to the Internship Coordinator at BYU and the Experience Provider; and (iii) maintain a health insurance policy in effect during the full period of any internship with the Experience Provider.
- 3.5 Make reasonable efforts to ensure that each Intern from BYU is aware of Intern's responsibilities to abide by the terms in the "Student Agreement" attached as Exhibit A.

4. THE EXPERIENCE PROVIDER AGREES TO:

- 4.1 Have all certified athletic trainers responsible for supervising student's clinical education satisfactorily complete a Clinical Instructor Workshop that will be provided by BYU.
- 4.2 Provide a planned, supervised program of clinical education based on objectives compatible with those of BYU.
- 4.3 Provide an orientation to the Experience Provider Site, administrative policies, standards and practices.
- 4.4 Accept the primary responsibility for supervision and control of the student at the internship site.
- 4.5 Provide qualified personnel to supervise the students directly during the clinical experience. The Experience Provider shall designate a staff member (the 'Experience Provider Coordinator') who will be responsible for working with BYU and its faculty to coordinate and direct the clinical education program and the students' clinical experience.
- 4.6 Permit periodic inspection by BYU and accrediting agencies of its facilities, student records, other records, or other items that pertain to the ATEP.
- 4.7 Inform both BYU and the student concerning the student's level of clinical growth and competence and will notify the applicable BYU Internship Coordinator or Careers & Experiential Learning immediately, of any cause of dissatisfaction with or of misconduct on the part of the student. The Experience Provider agrees to complete one or more evaluation reports on forms to be provided by BYU. The evaluation process will be completed during a conference between the supervisor and the student.
- 4.8 Involve the student for the entire period of the internship as agreed unless this Agreement is terminated for cause (See 2.2 above.)
- 4.9 Give the student the opportunity to perform a variety of tasks to acquire and practice various skills.
- 4.10 If applicable, pay the student the agreed upon rate of compensation for the term of the internship.
- 4.11 Provide Workers' Compensation and/or other employment benefits to the student to the extent required by law.

5. BRIGHAM YOUNG UNIVERSITY AGREES TO:

- 5.1 Be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous clinical education experiences. BYU shall retain general responsibility for content and methods of instruction, supervision, control, evaluation and related matters concerning the structure of the clinical education program and student admission to, dismissal from and participation in and faculty appointments to the clinical education program.
- 5.2 Inform the Experience Provider of the level of training the students have received prior to this placement. BYU shall provide the Experience Provider with current information about its curriculum and clinical education goals.
- 5.3 Notify the student that he or she is responsible for respecting the confidentiality of information regarding patients and clients of the Experience Provider, and their records in accordance with the Experience Provider's site policies and procedures and notify students of immunizations where required, background checks where required and liability insurance where required.
- 5.4 Ensure the Internship Coordinator contacts the student and Experience Provider, discusses the student's progress, and advises relative to the program of study.

- 5.5 Ensure the Internship Coordinator strives to promote harmony and cooperation between the Experience Provider, the student, and BYU.
- 5.6 Make reasonable efforts to ensure that the Intern participates in the internship during the dates specified unless modified by the Experience Provider and BYU. This includes instructing each Intern about the consequences of not completing the internship.
- 5.5 Provide liability insurance for the student to cover damage or harm caused by the student in the amount of \$1,000,000 per student, per occurrence, \$3,000,000 in the aggregate, when this Agreement is signed and returned to Careers & Experiential Learning.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

Experience Provider

Brigham Young University

By: _____
Administrator or Responsible Officer

By: _____
Adrienne Chamberlain

Print Name

Associate Director, Careers & Experiential Learning

Title

Date: _____

Date: _____

EXHIBIT A

STUDENT AGREEMENT BRIGHAM YOUNG UNIVERSITY

The student hereby agrees to the following:

1. Be enrolled as an internship student.
2. Comply with all Experience Provider rules, policies and procedures.
3. Complete the internship during the dates specified unless modified by the Experience Provider and BYU. Students who feel they must leave or not start an internship for which they have registered must do the following: (1) Consult the BYU department/college internship coordinator or faculty member supervising the internship and explain their reasons for wanting to discontinue the internship. (2) If the department agrees with the student's decision, the internship provider must be given appropriate, timely notice about the discontinuance. (3) If the decision to discontinue comes after the drop deadline, the student must petition to quit the internship. (4) If the student has received money from a BYU college or department to help defray expenses associated with the internship, the student may be required to give back an amount commensurate with the time not spent in the internship. Students who leave internships early without notifying their BYU supervisor and the internship site supervisor may receive a low or failing grade for the internship and may be blocked from registering for future internships.
4. Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
5. Report serious problems, including physical, safety and personnel, to the Experience Provider supervisor and the BYU Internship Coordinator.
6. Complete all BYU academic assignments and course work as outlined by the applicable department.
7. Adhere to BYU's Honor Code and the Experience Provider's Standards of Personal Conduct and Dress and Grooming Standards.
8. Receive and read a copy of the Internship Agreement between BYU and the Experience Provider. I acknowledge that it is incorporated by reference into this Agreement and that I am bound by such terms and conditions therein which specifically apply to interns.
9. Consult with my personal physician in regard to necessary immunizations and any other medical matters relating to my participation in the internship program.
10. Authorize BYU's designated representative to grant permission for my necessary medical treatment for which I will be financially responsible if, during my participation in the program, I become incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from my family.
11. Participation as an intern may involve risks not found in study at BYU. These include risks involved in traveling to and returning from place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. I represent that I have made my own investigation and am willing to accept these risks.
12. Be personally responsible for all housing, transportation, study, and other arrangements in connection with my internship and personally bear all associated costs. In addition, be personally responsible for any financial liability and obligation which I personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by me during my participation in the internship program. I understand that BYU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the internship. I understand that BYU is not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss, or theft of personal belongings, delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third-party providers of goods or services.
13. Abide by all applicable laws. I understand I must personally attend to any legal problems I encounter or incur as an intern.
14. Acknowledge and agree that BYU is acting as an internship facilitator only and that BYU will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the internship, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider's actions, inactions or negligence, even if BYU has been advised of the possibility of such.

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15. Acknowledge and agree that as an Intern, I am placed with the Experience Provider in order to receive educational experience as part of my academic curriculum; my duties performed as an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of my educational experience and are to be performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for my participating in this educational experience.
16. Acknowledge that all creative work performed as part of my internship shall be considered a "work made for hire," and that all copyright and other intellectual property rights in any such original creative work produced by me shall be owned entirely by the Experience Provider. Further, I agree not to utilize, incorporate, or otherwise make use of any pre-existing intellectual property and/or trade secrets of Brigham Young University in the creative work or internship performance without the express written permission of Brigham Young University.