

B-Experienced Internship Agreement

THIS AGREEMENT is made the Day of Month Year between

- (1) The University of Birmingham of Edgbaston, Birmingham, B15 2TT, United Kingdom (the “**University**”); and
- (2) [Insert name of Provider] (registration no: [insert]) of [insert address] (the “**Provider**”); and
- (3) [Insert name of Student] of [insert address] (the “**Intern**”).

(individually a “**Party**” and collectively the “**Parties**”).

WHEREAS

- (A) The Intern is a current student, or recent graduate, of the University.
- (B) The University has advertised on behalf of the Provider, the Intern has applied for, and the Provider has selected the Intern for, the Internship.
- (C) The University may pay the Bursary to the Intern to help support the Intern’s costs incurred in attending the Internship.
- (D) The Provider may fund the Intern’s costs in attending the Internship in any subsequent extension to the Internship Period. This will be in addition to any Wages the Provider is required to pay the Intern by Law.
- (E) The Parties agree that the Intern will undertake the Internship on the terms and conditions of this Agreement.
- (F) The Parties agree that nothing in this Agreement is intended to create or imply an employment relationship between the Parties.

1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings:

- 1.1.1 “Volunteer Agreement” means the Volunteer Agreement to be entered into between the Provider and the Intern in connection with the Internship.
- 1.1.2 “Intellectual Property Rights” means any and all of copyright, patent, registered design, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- 1.1.3 ‘Materially Breaches’ means a breach (including an anticipatory breach) which is not minimal or trivial in consequences to the Party terminating for material breach. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 1.1.4 “Internship” means the activities undertaken at the Provider as more particularly described in the Internship role description created by the Provider and advertised by the University on its behalf.

1.1.5 "Internship Period" means [Insert Internship Length], to take place between the following dates:

Internship start date:

Internship end date:, subject to any extension agreed in writing between the Provider and the Intern, provided that this shall not amount to a promise of a contract of future work.

1.1.6 "Law" means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales and in particular (but not limited to) any competition law provisions that apply to the employment sector;

1.1.7 "University Legislation" means the Charter, Statutes, Ordinances, Regulations and Codes of Practice of the University from time to time.

1.1.8 "Bursary" means the sum of £[Insert amount] payable by the University to the Intern in accordance with clause 3.1, which shall be inclusive of any VAT and any other taxes and contributions payable by the University.

1.1.9 "Wages" means the hourly rate at National Minimum Wage or higher paid by the Provider to the Intern in relation to the Internship.

2. THE INTERNSHIP

2.1 The Internship shall, subject to the remaining provisions of this Agreement, run for the Internship Period.

2.2 The Provider and the Intern may enter into a Volunteer Agreement which covers the duration of the Internship for the Internship Period, complies with all applicable employment Law, and shall not be inconsistent with this Agreement. The Provider shall from the commencement of the Internship Period engage the Intern in accordance with the Law and the Volunteer Agreement entered into between them.

2.3 The Parties acknowledge that the University makes no representation, warranty or other assurance as to the accuracy of the Internship role description created by the Provider and advertised by the University on its behalf or the eligibility or suitability of the Intern for the Internship.

2.4 The Internship will typically be conducted in the offices of the Provider or such other locations as may be specified in any Volunteer Agreement, including, potentially, the Intern's home if the internship is undertaken as a 'virtual internship'.

2.5 The Provider shall provide the Intern with an induction to the Provider's lawful rules, policies and procedures, and safety and other regulations (making clear what are appropriate to the Intern e.g. Safeguarding Processes, expenses reclaim, Lone Working, Child Protection, Health and Safety, Equality and Diversity) and other areas as determined by the Provider.

2.6 The Intern and the Provider shall each comply with all lawful rules, policies and procedures, and safety and other regulations, communicated to the Intern by the

Provider and/or which the Provider may reasonably prescribe during the Internship Period.

- 2.7 The Provider shall in cases of accidents or incidents involving the Intern or breaches of discipline by the Intern, advise and consult with the University on the basis that such accidents, incidents and breaches be dealt with in accordance with any Volunteer Agreement and the Provider's rules, policies and procedures, and safety and other regulations (as appropriate).
- 2.8 The Provider and the Intern shall each immediately notify the University in writing if the Internship terminates before the end of the Internship Period.
- 2.9 The Provider and the Intern shall within 14 days of the completion (or any earlier termination) of the Internship complete and provide to the University a feedback form.
- 2.10 The Intern shall, if and while a registered student of the University, be subject to all University Legislation. The Intern will inform the University of any personal factors (e.g. health, disability, linguistic or cultural) that may affect the level of risk or may require adjustments for the Internship. The Intern will report any incidents in which the Intern is involved and any injury and/or health and safety concerns to the University that are not addressed by the Provider.
- 2.11 The Intern will not do anything which may bring the University and/or the Provider into disrepute. The Intern will act appropriately and professionally whilst on Internship and in line with the Internship's Provider's policies and instructions.

3. FINANCING OF THE INTERNSHIP

- 3.1 Subject to confirmation in writing of the Intern's bank details, the University will pay the Bursary to the Intern within 30 days from the date of this Agreement.
- 3.2 In the event of termination, for any reason, of the Internship and/or the Volunteer Agreement and/or this Agreement before the end of the Internship Period (which shall for the avoidance of doubt include the period of time before the commencement of the Internship Period), the Intern shall within 30 days of the date of termination repay to the University a pro-rata portion of the Bursary calculated by reference to the period of time between the date of termination and the end of the Internship Period.
- 3.3 If the Provider is required to pay Wages to the Intern, this shall be paid monthly in arrears and in accordance with the Provider's usual payroll arrangements.
- 3.4 The Intern acknowledges that:
 - 3.4.1 save for the Bursary, they shall not be entitled to recover from the University any expenses incurred by them in connection with the Internship; and
 - 3.4.2 any entitlement of theirs to recover from the Provider any expenses incurred by them in connection with the Internship will be set out in any Volunteer Agreement.

4. INTELLECTUAL PROPERTY

- 4.1 The Parties agree that any Intellectual Property created by the Intern in the course of their employment during the Internship shall vest in the Provider.

5. CONFIDENTIALITY

- 5.1 For the purpose of this clause “Confidential Information” shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, data, techniques and know-how which are disclosed by one Party to the other for use in or in connection with the Internship.
- 5.2 Subject to the provisions of paragraph 6.3 below, information and materials which are marked as confidential (“**Confidential Information**”) by a Party to this Agreement who is disclosing them (the “**Disclosing Party**”) and received by another Party hereto (the “**Receiving Party**”) shall not be disclosed by such Receiving Party to any third party without the written consent of the Disclosing Party, or used by such Receiving Party for any purpose other than that of progressing a Internship. In the event that Confidential Information is disclosed to a third party by the Receiving Party, such disclosure shall be made under written terms of confidentiality no less stringent than the terms set out in this Clause 6 and with the agreement of the Disclosing Party. This obligation of confidentiality on the Receiving Party shall extend for a period of 5 years from the end of the Internship Period.
- 5.3 The undertaking in Clause 5.2 above shall not apply to Confidential Information:
- 5.3.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
 - 5.3.2 which, after disclosure to the Parties, is subsequently published or comes into the public domain by means other than an action or omission on the part of any of the Parties;
 - 5.3.3 which a Party can demonstrate was known to them or subsequently independently developed by them and not acquired as a result of participation in the Internship, nor using, derived from, referring to or in any way relates to the Confidential Information;
 - 5.3.4 lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to any of the Parties; or
 - 5.3.5 required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.
- 5.4 If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is another Party's Confidential Information, it will notify the other Party and will consult with the other Party. The Party will respond to the University within 5 days after receiving the University's notice if that notice requests the other Party to provide information to assist the other Party to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

6. TERMINATION

- 6.1 If any Party Materially Breaches any provisions of this Agreement, or in the case of the University or the Provider passes a resolution for its winding-up or if a court of

competent jurisdiction makes an order for its winding-up or dissolution the other Parties may by agreement between them terminate this Agreement.

- 6.2 This Agreement shall automatically terminate on the termination, for any reason, of the Internship and/or the Volunteer Agreement, and the Internship shall automatically terminate on the termination, for any reason, of this Agreement.
- 6.3 Upon termination or expiry of this Agreement howsoever arising all rights and obligations of the Parties shall cease to have effect immediately save to the extent that they are either expressly or by implication intended to continue in force.
- 6.4 Expiry or termination of this Agreement shall be without prejudice to the Party's rights for any antecedent breaches.

7. LIMITATION OF LIABILITY INSURANCE AND VISA REQUIREMENTS

- 7.1 Neither Party excludes or limits its liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or for any other matter for which it would be unlawful for the Parties to exclude liability
- 7.2 Subject to clause 7.1, the University shall not be liable to the Provider and the Intern or either of them for any claim arising out of or otherwise connected with the Provider's and Intern's acts and omissions during the course of the Internship, and its liability to the Provider and the Intern shall be limited to the Bursary.
- 7.3 The Provider will hold and maintain adequate public liability, employer's liability, and such other appropriate insurance as is necessary to cover the Provider, its staff, the Intern and the University in respect of personal injury or death, or injury, loss or damage to property, and vicarious liability.
- 7.4 The Intern acknowledges that they will not be covered by the University's insurance during the Internship, and that they are responsible for their own safety and wellbeing during the Internship.
- 7.5 The Intern and the Provider must, if the Intern is a non-UK national, check and satisfy themselves as to the terms of the Intern's visa in order to determine whether the Intern is eligible to undertake the Internship and (without prejudice to the generality of clause 2.3) the University shall have no liability to the Provider and the Intern and either of them if it transpires that the Intern is not so eligible.

8. NOTICES

- 8.1 The Intern's contact details for the purpose of receiving Internship-related communication shall until further notice be:

[Insert Intern's email address]

The University's representative and contact details for the purpose of receiving Internship-related communication shall until further notice be:

The Internship Team
internships@contacts.bham.ac.uk

The University's representative for the purpose of receiving any legal notices shall be:

The Registrar and Secretary, The University of Birmingham, Edgbaston, Birmingham
B15 2TT

The Provider's representative and contact details for the purpose of receiving
Internship-related communication and any legal notices shall until further notice be:

[Insert provider's name and email address]

- 8.2 Notices may be served by hand, or registered or recorded delivery post and will be deemed to have been served as follows: if delivered by hand or registered post: at the time of delivery provided it is delivered before 5.00pm on a business day (being a week day other than a bank holiday or University Closed Day (as published)) and, if not, on the next business day. In the case of the University, all legal notices must be copied to legalservices@contacts.bham.ac.uk. Save as aforesaid, service of notices by email or fax is not permitted.

9. DISPUTE RESOLUTION

- 9.1 If the Intern has any concerns in respect of the Internship, resolution should be sought through open discussions and active problem solving with their supervisor within the Provider.
- 9.2 If any dispute arises out of or in connection with the subject matter of this Agreement between the University and Provider, the University and the Provider will first attempt to resolve the matter informally through designated senior representatives of the University and the Provider to the dispute, who are not otherwise involved with the Internship. If the University and the Provider are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure with each party bearing their own costs of mediation.
- 9.3 The Provider shall ensure that it has well defined procedures for investigating and addressing allegations of misconduct and other disciplinary concerns that may arise in the Internship and provide the same on request to the University and/or Intern. Such procedures will be brought by the Provider to the attention of the Intern during the Intern's induction. Where such allegations or where concerns ever arise leading to a subsequent formal investigation, the Provider shall inform the University in writing. The Provider shall investigate such concerns and notify the University of the outcome in writing. The Provider shall cooperate with the University in relation to any fitness to practise or misconduct proceedings instigated by the University arising out of the Internship and if necessary provide witness statement, supporting documentation for the allegations or concerns and attend a subsequent hearing if reasonably requested.

10. GENERAL

- 10.1 No party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control but not limited to acts of God, government restrictions, wars, insurrections, national emergency, epidemic, pandemic, industrial action, government restriction, unforeseen closure of the University, unauthorised occupation

of the University's premises by third parties, power outage, adverse weather and/or any other cause beyond the reasonable control of the affected Party (hereinafter "Event of Force Majeure"), provided the same arises without the fault or negligence of such party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided always that if any Event of Force Majeure continues for a period of 3 (three) months or more, any of the Parties shall have the right to terminate this Agreement forthwith by written notice to the other parties. All parties shall use their reasonable endeavours to minimise the effects of any force majeure.

- 10.2 The University and the Provider each agree to comply with the Data Protection Act 2018 and General Data Protection Regulation in relation to all personal data and sensitive personal data held in relation to the Intern undertaking the Internship either directly or indirectly related to the performance of this Agreement.
- 10.3 The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, ethnic or national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 or any re-enactment thereof and all legislation and directives relating to equality and discrimination.
- 10.4 The Parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.
- 10.5 The Parties agree to comply with, and to the other party fulfilling its obligations under, the Counter-Terrorism and Security Act 2015, and the University's Code of Practice on Freedom of Speech on Campus (in each case as amended from time to time), and all related laws, regulations and codes.
- 10.6 Clause headings are inserted into this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 10.7 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the University or the Intern and the Provider or the relationship between them of principal and agent or Providers and employee.
- 10.8 The University, Intern nor the Provider shall not use the name, crest, logo or registered image of the other Party in a press release or promotional materials, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed; provided, however, the publication of the sums received from the Provider in the University's Annual Report and similar publications shall not be regarded as breach of this clause.
- 10.9 Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.
- 10.10 This Agreement and its Schedule (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Internship. Any variation shall be in writing and signed by authorised signatories for both parties.
- 10.11 This Agreement shall be governed by English Law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

10.12 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the parties.

10.13 Neither Party shall assign or transfer its rights under this Agreement in whole or in part to any third party which may acquire a direct interest in the Provider or business to be acquired without the prior written consent of the other Party

10.14 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

10.15 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10.16 No failure or delay by either Party in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other further exercise of such rights.

Signed for and on behalf of [Insert Provider name]

Signature:

Name:

Job Title:

Date:

Signed for and on behalf of The University of Birmingham

Signature:

Name:

Job Title:

Date:

Signed by the [Insert name of Intern]

Signature:

Name:

Date: