

## **OFF-CAMPUS INTERNSHIP AGREEMENT**

This Agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (hereinafter, "UWM") and \_\_\_\_\_ (hereinafter, the "Organization"), as of the date that it is fully executed below.

Whereas the parties are interested in collaborating for the purpose of providing paid internship opportunities to UWM students eligible for the UWM Student Success and Talent Pipeline Initiative (the "Initiative").

Now therefore, the parties agree as follows:

### **UWM'S OBLIGATIONS**

1. UWM will determine whether students meet the eligibility requirements to participate in the Initiative.
2. UWM will advertise internship opportunities available with the Organization to eligible students.
3. UWM will act as the fiscal and payroll agent under this Agreement— including issuing payroll checks on a biweekly basis and issuing wage and tax statements (IRS Form W-2) on an annual basis directly to the student. UWM will also conduct employment eligibility verifications (USCIS Form I-9), collect appropriate tax documentation including employee's withholding certificate (IRS Form W-4), and conduct criminal background checks on the student consistent with UWM policy.
4. UWM will prepare and send an invoice(s) to the Organization for any participation fees (described in paragraph 5 below) due to UWM.

### **ORGANIZATION'S OBLIGATIONS**

1. Organization agrees to provide UWM with a listing of the internship opportunities available with the Organization, including a description of the work to be performed by student(s), the hourly rates of pay (which must be a minimum of \$15), the average number of hours per week each student will work, and the location of the work. Organization agrees that work performed under this Agreement will not displace regular employees; fill jobs that are vacant because the Organization's regular employees are on strike; and will not involve political activity or work for any political party.
2. Organization is responsible for determining application and selection processes for students and for any onboarding process or required training.
3. Organization will provide adequate supervision for the student. Organization agrees that it controls and directs the work of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. Organization agrees to assume responsibility for the actions or omissions of the student when the student is working for the Organization. Organization also has the right to dismiss a student in its sole discretion but shall immediately inform UWM of any such dismissal.
4. Organization agrees a direct supervisor will approve the student's timesheet on a bi-weekly basis. UWM is not responsible for approving time or verifying that time worked

is correct. Organization will submit the timesheet to UWM within two (2) calendar days of the end of the applicable biweekly pay period. If approved timesheets are not submitted in a timely manner, they will not be paid by the Initiative and the Organization will be responsible for one hundred percent (100%) of the student's wages for that pay period.

5. Organization agrees to pay a \$750 participation fee for each student placed with the Organization, and such payment must be made within 30 days of receipt of UWM's invoice.
6. Organization agrees to hold UWM harmless from any and all claims, liabilities, losses, and expenses arising out of or in connection with this Agreement where liability is based on the acts or omissions of the Organization's officers, employees, or agents.

**MUTUAL OBLIGATIONS**

1. Both parties agree not to discriminate in any activities under this Agreement based on race, color, religion, national origin, sex, sexual orientation, age, disability, or other bases prohibited by applicable nondiscrimination laws.
2. Neither this Agreement, nor any part hereof, shall be assignable or transferrable by either party.
3. This Agreement becomes effective upon full execution and shall remain in effect until terminated. Either party may terminate this Agreement upon written notice to the other party. The Organization shall be solely responsible for the payment of any wages owed to or due the student which are incurred after termination of this Agreement.

**The Board of Regents of the University of Wisconsin System  
on behalf of the University of Wisconsin-Milwaukee**

\_\_\_\_\_  
Scott Gronert  
Interim Provost and Vice Chancellor for Academic Affairs

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

**Organization**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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