

INTERNSHIP EMPLOYMENT CONTRACT

INTERNSHIP AGREEMENT

This Internship Agreement (this "Agreement") is entered into as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] (the "Employer" or "Host Organization"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Intern").

Recitals. Employer desires to provide Intern with a learning-based internship experience, and Intern desires to gain supervised practical experience in the field described below.

1. Nature of the Engagement

Role. Intern is engaged as [JOB TITLE].

Learning objectives and duties. [DUTIES AND RESPONSIBILITIES] The internship is structured to provide Intern with meaningful training, mentorship, and supervised work experience related to Intern's field of study or career interest. The internship is not intended to displace regular employees or fulfill routine operational work that would otherwise require paid staff.

Term. The internship commences on the Effective Date and ends on [DATE], unless earlier terminated. The internship is not a guarantee of subsequent employment.

Work location. On-site.

Expected hours. Approximately 40 hours per week.

2. FLSA Classification and Primary-Beneficiary Test

The Parties acknowledge the U.S. Department of Labor's "primary-beneficiary" test for determining whether an intern is an employee under the Fair Labor Standards Act (29 U.S.C. §203), per Fact Sheet #71 and the seven *Glatt* factors: (i) no expectation of compensation; (ii) training similar to educational environment; (iii) tie to formal education program; (iv) accommodation of academic calendar; (v) limited duration; (vi) work complements rather than displaces paid employees; and (vii) no entitlement to a paid job at conclusion.

Paid internship. Intern shall be paid at the compensation rate in Section 3, meeting or exceeding applicable federal, state, and local minimum wage. Intern is a non-exempt employee for FLSA purposes and is entitled to overtime at 1.5x the regular rate for hours over 40/week, plus any state-law protections.

3. Compensation (if applicable)

Stipend / salary. \$0.00 annualized. Overtime per FLSA §207.

4. Workers' Compensation, Safety, and Anti-Discrimination

Regardless of FLSA classification, Intern is covered by Employer's workers' compensation insurance for any workplace injury, and Employer's OSHA and safety obligations apply. Anti-discrimination and anti-harassment laws (Title VII, ADA, state FEHA / human-rights laws) protect interns regardless of pay status.

5. Confidentiality and IP

Confidentiality applies in full to Intern during and after the internship, including **DTSA §1833(b) immunity notice** and protected-activity preservation (EEOC, NLRB, SEC, OSHA). **IP assignment.** All Work Product created by Intern during the internship within the scope of the role or using Employer resources is Employer's property. To the extent not a "work for hire," Intern irrevocably assigns such IP to Employer.

6. Supervision and Mentorship

Employer shall assign Intern to a supervisor responsible for structuring learning experiences, providing feedback, and evaluating Intern's progress. Intern shall participate in scheduled check-ins and complete assigned learning tasks.

7. Termination

Either Party may end the internship at any time by written notice. Return all Employer property.

8. Dispute Resolution

Governing law: [STATE]. Venue [VENUE CITY].

9. Compliance

EEO.

10. General

Entire agreement; written amendments; severability; counterparts; ESIGN/UETA; Sections 4, 5, 8, 9 survive termination. No promise of future employment is made or implied.

Signatures

Employer

PRINTED NAME

SIGNATURE

DATE

Intern

PRINTED NAME

SIGNATURE

DATE