Design Your Own Internship Program

Contractual Agreement

UNIVERSITY AS PAYMASTER

This agreement is entered into between CORNELL UNIVERSITY, herein called the “Institution,” and Agency, a public/private nonprofit organization within the meaning of the term as defined in the regulations of the Department of Education, governing the Federal Work Study Program. For the purpose of providing work to students eligible to participate in the Federal Work Study (FWS) Program as established by the Economic Opportunity Act of 1964, “Agency” is defined as a public/private nonprofit organization incorporated as such under the laws of the State where said Agency resides and classified by the Internal Revenue Service.

1. The Institution shall be deemed as “Paymaster” and the Agency will be deemed as “Employer” for the purposes of this agreement. In communication with the Institution, the Agency has the right to control and direct the employment of the student. The Institution shall act as a Paymaster and shall compensate the students for work actually performed pursuant to the program upon receipt of the time sheet submitted by the student and approved by the supervisor at the Agency. A student may be removed from work on a particular assignment from the Agency by the Institution either on its own initiative or at the request of the Agency. Immediate termination from the Federal Work Study Program will be required if a student withdraws, takes a leave, or graduates from the University. In these instances, there may be a required charge back of wages earned through the Federal Work Study Program. Also if a student’s financial circumstances change and the student is no longer eligible for Work Study funds, removal from the program will be required.

2. The Cornell student(s) whose name(s) appear(s) on the subsequent Agency Hiring Addendum will be employed by the Agency for the performance of specified work assignments. The Institution shall act as a Paymaster and shall compensate the students for work actually performed pursuant to the program upon receipt of the time sheet submitted by the student and approved by the supervisor at the Agency. A student may be removed from work on a particular assignment from the Agency by the Institution either on its own initiative or at the request of the Agency. Immediate termination from the Federal Work Study Program will be required if a student withdraws, takes a leave, or graduates from the University. In these instances, there may be a required charge back of wages earned through the Federal Work Study Program. Also if a student’s financial circumstances change and the student is no longer eligible for Work Study funds, removal from the program will be required.

3. The Institution’s maximum liability for wages paid to students as directed by the Agency will be a pre-determined percentage of each student’s Federal Work Study eligibility at the time the completed Hiring Addendum is returned to the Agency. The Agency supervisor(s) and student(s) shall be responsible for documenting the wages earned by each student to ensure that the student’s Federal Work Study eligibility is not exceeded. The Agency is solely responsible for wages paid to the student that exceed the student’s Federal Work Study eligibility. See student’s individual Hiring Addendum for maximum FWS eligibility earnings, hourly rate, and authorized wage subsidy amount under the terms of the contract.

4. THE AGENCY AGREES TO HOLD THE INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO FINES, JUDGEMENTS, CLAIMS, SUITS, AND OTHER ACTIONS OR PROCEEDINGS WHICH ARE BASED UPON OR RISE OUT OF THE AGENCY’S NEGLIGENT ACTS, ERRORS, OR OMISSIONS.

5. The Agency must provide the Institution a certificate of insurance evidencing the following: Commercial General Liability Insurance which shall insure against claims for Bodily Injury, Property Damage, Contractual Liability, Advertising Injury and Products-Completed Operations in an amount not less than $1,000,000 per occurrence, and $2,000,000 aggregate. Umbrella/Excess Liability on an occurrence basis and that applies excess of the required underlying general liability policy in an amount not less than $5,000,000 each occurrence. Certificates of insurance shall evidence that Cornell University, its trustees, officers, directors, agents, representatives and employees are included as additional insureds.

6. The Agency shall release, defend, indemnify, and hold harmless Cornell and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person(s), or property, arising out of services provided under this Agreement or the Agency failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. Cornell reserves the right to retain whatever funds which would be due Agency under this Agreement until such suits, actions, or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

7. Work performed under this agreement must be in the public interest. “Public interest” is work performed for the welfare of the nation or community, rather than work performed for a particular interest or group, and is designed to improve the quality of life for community residents, primarily low-income individuals, or to solve particular problems related to their needs. Work is not “in the public interest” if it (a) primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or religious order, or a cooperative; (b) results in the displacement of full-time workers; (c) involves construction, operation, or maintenance of a facility for sectarian instruction or religious workshop; (d) involves any partisan or non-partisan political activity or is associated with a faction in an election for public or party office; (e) is work for an elected official unless the official is responsible for the regular administration of federal, state, or local government; (f) is work as a political aide for any elected official; (g) takes into account a student’s political support or party affiliation in hiring him or her; or (h) involves lobbying on the federal, state, or local level.

8. The Agency agrees that no student will be denied employment or subjected to different treatment under this agreement on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, gender identity or expression, age, disability, or veteran status. The Agency will also comply with the provisions of the Civil Rights Act of 1964, and Title IX of the Higher Education Amendments of 1972, as well as other laws, regulations and orders relating to discrimination, which are applicable to the Program or Agency.
To be completed by Agency:

I certify that we are a (check one):

- Public nonprofit agency (local, state, or federal affiliate)
- Private nonprofit agency

and agrees to abide by all requirements listed above.

AGENCY
Fiscal Officer’s Name (please print)

Fiscal Officer’s Signature ___________________________ Date ________________

Please enclose with this form:
A description of the position(s) your agency is offering; a statement of purpose; objectives/articles of incorporation; and a copy of Federal Identification from the IRS.

UNIVERSITY USE ONLY

Authorized Signature ________________________________

Date