

Internship Contract

This Internship Contract ("Agreement") is made and entered into as of _____ by and between _____, a _____ corporation, with its principal place of business at _____, hereinafter referred to as "Company," and _____, a student or recent graduate, residing at _____, hereinafter referred to as "Intern."

WHEREAS, the Company desires to offer an internship program to Intern for the purpose of providing hands-on experience and training in the _____, and

WHEREAS, Intern desires to participate in such an internship program to gain practical experience and knowledge in the _____.

Position

The Company requires and the Intern agrees that the internship position is described as follows:

Role/Title:

Duties/Responsibilities:

Term and Termination

This internship shall commence on _____ and shall continue until _____, unless earlier terminated by either party as provided in this Agreement. The Intern acknowledges that the Company may terminate the internship at any time, with or without cause, upon written notice to the Intern. Similarly, the Intern may terminate the internship at any time, with or without cause, upon written notice to the Company.

Upon the termination of this Agreement, the Intern shall immediately return all property of the Company, including but not limited to equipment, materials, and confidential information, to the Company. The provisions of the Confidentiality and Intellectual Property clause of this Agreement shall survive the termination of this Agreement.

Parties' Acknowledgments

The Intern acknowledges that this is an unpaid internship and that no compensation, salary, or wages will be provided by the Company. The Intern further acknowledges that this internship is for the purpose of training and beneficial learning, and is not a substitute for formal education or academic commitments. The Intern acknowledges that he/she will perform the duties assigned by the Company's supervisor or manager, and that this internship is intended to complement his/her academic studies or other educational pursuits. The Company acknowledges that it does not promise or guarantee any future employment or job opportunities to the Intern as a result of this internship.

Confidentiality

During the course of the internship, the Intern may have access to confidential and proprietary information of the Company, including but not limited to trade secrets, business plans, financial information, customer lists, and other sensitive information (collectively referred to as "Confidential Information"). The Intern acknowledges and agrees that all Confidential Information is the exclusive property of the Company and that he/she shall not disclose, use, or copy any Confidential Information for any purpose other than performing his/her duties as an intern for the Company.

The Intern further agrees to take all necessary precautions to maintain the confidentiality and security of the Confidential Information, including but not limited to:

- Keeping all Confidential Information strictly confidential and not disclosing it to any third party without the prior written consent of the Company.
- Limiting access to the Confidential Information to only those Company employees or authorized personnel who have a legitimate need to know.
- Not using the Confidential Information for personal gain, or for the benefit of any third party.
- Taking appropriate measures to safeguard and protect the Confidential Information from unauthorized access, loss, theft, or damage.
- Immediately notifying the Company of any suspected or actual unauthorized disclosure or use of the Confidential Information.

The obligations of confidentiality under this Agreement shall survive the termination of the internship and shall continue for a period of _____ years from the date of termination of the internship. The Intern acknowledges that any breach of this confidentiality clause may result in legal action by the Company to protect its rights and interests, and that such breach may also result in termination of the internship and other legal remedies.

The Intern further acknowledges that this confidentiality clause does not apply to any information that is publicly available or rightfully obtained from a third party without any obligation of confidentiality, or any information that is required to be disclosed by law, court order, or government regulation.

Intellectual Property

Ownership: The Intern acknowledges and agrees that all work product, including but not limited to inventions, designs, creations, trademarks, copyrights, trade secrets, and other intellectual property (collectively referred to as "Work Product") created, developed, or produced by the Intern during the course of the internship, whether alone or in conjunction with others, shall be the sole and exclusive property of the Company.

Assignment of Rights: The Intern hereby assigns, transfers, and conveys to the Company all rights, title, and interest in and to the Work Product, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, and agrees to execute any further documents or take any further actions as may be necessary to perfect the Company's ownership of such Work Product.

Company's Rights: The Company shall have the right to use, modify, reproduce, distribute, display, perform, and otherwise exploit the Work Product in any manner and for any purpose, without any obligation to compensate the Intern, except as otherwise agreed upon in writing.

Return of Materials

Upon completion or termination of the internship, the Intern shall promptly return to the Company all company property and materials, including but not limited to laptops, equipment, documents, and any confidential or proprietary information. The Intern shall ensure that no copies, duplicates or derivative works of such materials are retained. Failure to return such materials in a timely manner may result in legal action taken against the Intern.

Miscellaneous

Assignment. The Intern may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement or any rights or obligations under this Agreement without the prior consent of the Intern.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any choice of law or conflict of law provision or rule.

Entire Agreement. This Agreement, together with any exhibits, schedules, and other attachments hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements between the parties relating to such subject matter, whether written or oral.

Amendment and Modification. This Agreement may be amended or modified only by a written instrument executed by both parties.

Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature of Intern



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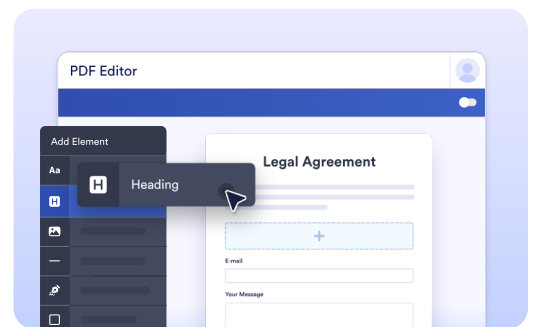
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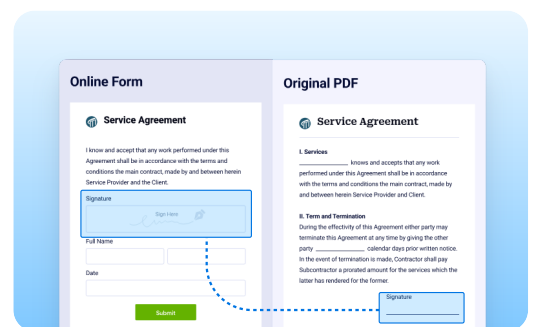
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