Unpaid Internship Agreement Template



Unpaid internships give students of colleges, universities, and vocational schools the opportunity to gain valuable experience in a real workplace setting. That's why employment standards laws allow employers to hire interns without paying them compensation. But the fact that interns can work for free doesn't mean they don't have rights. Employers that don't respect these rights put themselves at risk of liability. Taking on even unpaid interns can also put a company's proprietary information, intellectual property and other key assets at risk. As with paid employees, the best way to guard against these risks is to enter into a written agreement setting out the specific terms of the internship. Here's a template unpaid internship agreement that you can adapt for your own use.

UNPAID INTERNSHIP AGREEMENT

This Internship Agreement (the "Agreement") is entered into on _____ (the "Effective Date"), by and between ABC Company, with an address of _____ ("Company") and Iga Lerner, with an address of _____, ("Intern"), individually referred to as "Party" and collectively as "the Parties."

WHEREAS, Intern desires an internship to gain valuable knowledge, experience, education, and training in Company's industry;

WHEREAS, Company is willing to grant Intern such an internship;

NOW, THEREFORE, the Parties, in consideration of the mutual promises, conditions and covenants contained herein, hereby agree as follows:

1. **INTERN'S DUTIES & RESPONSIBILITIES**

Intern will be assigned to the position of [*list position or title*] in the [*list name of department*] located at [*list address of physical location, e.g., office address, remote work, etc.*] under the supervision of [*list supervisor's name*] ("Supervisor") and will perform the following duties: [*list the intern's duties, responsibilities and tasks*].

2. **INTERNSHIP PERIOD**

Intern's internship will commence on [*list start date*] and end on [*list end date*] (the foregoing period will be referred to as the "Internship Period").

3. **WORK SCHEDULE**

During the Internship Period, Intern will be expected to work [list days of week on which Intern will work] from [*list Intern's daily work schedule*], for a total of [*list number*] hours per week. During work hours, Intern will have [*list all lunch and other breaks*]. Any changes to this schedule must be approved by the Supervisor in consultation with Intern's University.

4. **COMPENSATION**

The Parties agree that this is an unpaid internship is unpaid and that Company will not provide financial compensation to Intern for the duties Intern performs hereunder. Intern agrees and acknowledges that the opportunity to gain valuable knowledge, experience, education, and training in the Company's industry is the sole consideration Intern will receive in exchange for performing those duties and responsibilities. In the event that Company determines that the internship does not comply with requirements for an exemption from the wage requirements of the [*province*] employment standards laws, Company will either restructure the arrangement to ensure compliance with the exemption or pay Intern a wage that the Parties will negotiate and that will be no less than the current minimum wage for [*province*]. [*Optional, depending on province*] You will also be entitled to the non-wage benefits and protections of the employment standards law.

5. **LEGAL RELATIONSHIP**

Nothing in this Agreement should be construed to create an employer-employee or principal-agent relationship between Intern and Company. Intern does not and will not have the authority to bind Company in any manner whatsoever.

6. **NO ASSURANCE OF FUTURE EMPLOYMENT**

Intern understands and acknowledges that the internship and work activities Intern performs for Company are not intended as a promise of future employment with the Company and they shall in no way affect the job security of any other Company employee, whether full or part-time.

7. **INTERN'S DUTY OF CONFIDENTIALITY**

Intern agrees not to disclose or use for personal benefit any confidential information, trade secrets, industry knowledge, and other proprietary information that Company shares with Intern during the course of this Agreement, for personal benefit or advantage and to use and disclose that information solely for completing Intern's internship-related duties and responsibilities. This section will remain in full force and effect even after termination of the Agreement at the end of the Internship Period or the early termination by either Party.

8. **INTELLECTUAL PROPERTY**

Intern agrees that any content provided to Intern by Company for purposes of performing the Intern's internship-related duties and responsibilities, including but not limited to, images, videos and text, copyrights or trademarks, is and will remain solely owned by Company. Intern agrees that any content provided by Intern to the Company in the course of performing Intern's duties and responsibilities, including but not limited to, images, videos and text, copyrights or trademarks, is solely and legally owned by Intern, but Intern grants the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use any such content in connection with Intern's duties and responsibilities. Any materials developed by Company, making use of the content, is and will remain the sole property of Company. Any work product

that Intern may create during the course of this Agreement is and will remain the sole property of Company.

9. **TRANSPORTATION & TRAVEL**

Intern is solely responsible for Intern's transportation to and from the Company worksite, as well as for any international travel documents, vaccinations and passports required to travel to perform Intern's internship duties and responsibilities, unless Company specifies otherwise.

10. **TERMINATION**

This Agreement will terminate on [*list date*]. Either Party may terminate this Agreement at any time before the termination date by providing written notice to the other Party. Company also reserves the right to terminate the Agreement in the event that Intern violates the terms of the Agreement or Company policies and rules, or in the event of unforeseen circumstances that frustrate the purposes of or make the fulfillment of this Agreement impossible. Upon termination, Intern must return all Company content, materials, and work product to Company at its earliest convenience, but in no event later than fourteen (14) days after the date of termination.

11. **ACADEMIC EVALUATIONS**

Upon request from Intern or Intern's University or Institution, Company will evaluate Intern's performance of the duties and responsibilities under this Agreement and furnish verification that Intern has performed those duties for purposes of ensuring that Intern receives the academic or vocational credit to which Intern is entitled.

12. **REPRESENTATIONS & WARRANTIES**

Both Parties represent that they are fully authorized to enter into this Agreement and that their respective performance of their duties and obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. Intern further represents that Intern is duly authorized to work in Canada and is of legal age to work.

13. **INDEMNITY**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section will remain in full force and effect even after termination of the Agreement whether at the end of the Internship Period or early termination by either Party.

14. **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

15. **SEVERABILITY**

In the event that any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part will be severed from the remainder of the Agreement and all other provisions will continue in full force and effect as valid and enforceable.

16. **WAIVER**

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

17. **ENTIRE AGREEMENT**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they must do so in a writing to be signed by both parties.