

New York State Department of Environmental Conservation
Division of Materials Management
Bureau of Waste Reduction & Recycling, 9th Floor
625 Broadway, Albany, NY 12233-7253
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Department Agreement Number: _____

P2 INTERN AGREEMENT

THIS AGREEMENT is made by and among the NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, with offices at 625 Broadway, 14th Floor, Albany, New York 12233-1500 (“Department”); and _____ with a principal place of business at _____ (“Company”); and _____, who has a mailing address of _____ (“Intern”).

Whereas, the Department has received a \$180,000 grant from the Environmental Protection Agency to be used, in part, to establish a Summer Intern Program through the Department’s Bureau of Waste Reduction & Recycling, Toxics Reduction & Green Chemistry Section, and

Whereas, _____ (hereinafter Intern), a student at _____ has applied to participate in the Summer Intern Program and after due deliberation and process has been recommended for a position in the program by the Department, and

Whereas, the Department has recommended this Intern for a _____ week (maximum 12 week) position in the Summer Intern Program to work at the _____ (Company), and

Whereas all the parties (Department, Intern & Company) above intend to set out their various duties and responsibilities in this Memorandum of Agreement,

Now Therefore the parties above, for and in consideration of mutual covenants and other good and valuable consideration, do hereby agree as follows:

A - Term: The term of this Agreement is one (1) year from _____, 201__ to _____, 201__ unless terminated sooner.

B - Department Responsibilities:

Department agrees to:

- 1 - Using available funds from the EPA grant monies, reimburse Company for the work performed by Intern at the rate of \$12 per hour, plus fringe costs not to exceed 15%, for each hour worked, up to 8 hours a day, for _____ days. Such payment to be made monthly pursuant to an invoice to be submitted monthly by Company to Department.
- 2 - Appoint a Toxics Reduction & Green Chemistry member to act as the Intern Program Coordinator; such coordinator to meet at least once with the Intern to assess the intern's progress; meeting may occur at the Company site or the Intern may travel to Department.
- 3 - Review and comment on the proposed work plan to be prepared by Company setting forth the duties and responsibilities of the Intern.
- 4 - At the conclusion of Intern's work, provide Company, for Company's approval, with outreach materials pertaining to the project to be disseminated by either the Company or by Department to the public at large.
- 5 - Reimburse Company for Intern's approved travel and other expenses, including overnight expenses if applicable, incurred as part of the internship. Such travel shall at a minimum include a trip to the Department office in Albany at the end of the intern period. Such travel expenses are to be approved in advance by Department and shall not exceed government rates.

C - Company Responsibilities:

Company agrees to:

- 1 - Utilize the services of the Intern.
- 2 - Pay the Intern at the rate stated herein and in accordance with B(1).
- 3 - Pay any overtime costs incurred by Intern at Company's request outside those normal work hours described in A, above, as well as a bonus of \$1,200.00 at the end of the internship, to be paid directly to the Intern by the Company. Such payment shall be made upon the submission of Intern's final report to the Department's Intern Program Coordinator and the Company.
- 4 - Designate an employee to manage on a daily basis Intern's work and time pursuant to a work plan to be drawn up by Company and approved by Department.
- 5 - Develop a work plan/outline for the project and submit it to the Intern Program

Coordinator for approval.

6 - Provide the Intern with access to a work space, desk, telephone, computer and fax machine.

7 - Pay all project costs associated with and stemming from approved student work, including any approved tests, equipment or supplies needed to fulfill Intern's responsibilities and objectives.

8 - Consult periodically with the Intern Program Coordinator regarding Intern's progress.

9 - Evaluate Intern's performance, and the Intern Program generally, at the conclusion of the internship period.

10 - Review and approve any project related outreach materials prepared by the Intern Program Coordinator.

D - Intern Responsibilities:

Intern agrees to:

1 - Comply with the terms and conditions of this Agreement.

2 - Periodically review work progress with the company supervisor.

3 - Prepare monthly progress report to be submitted to Intern Program Coordinator.

4 - Prepare a final report by the end of the intern period to be submitted to the Intern Program Coordinator, and present the report to Company.

5 - Maintain confidentiality of information acquired in the course of his/her duties at Company, and not use such information to further his/her personal interests or the interests of any third party.

E - The Parties also jointly and severally agree as follows:

1 - Nothing contained in this agreement shall be construed to create an employee-employer relationship between the Intern and Department.

2 - Nothing in this Agreement shall create or give to third parties any claim or right of action against Company, Intern, or the State of New York beyond such as may legally exist irrespective of this Contract.

F – Miscellaneous:

1 - Should federal funds for this program become unavailable, the Department may deem this Agreement terminated, subject to a 30-day notice to Intern.

2 - Nothing in this Agreement shall act to obligate the Department beyond those funds lawfully appropriated and available for this Agreement.

3 - This Agreement consists of the following documents:

4 - Any of the parties may terminate this Agreement by providing the other parties not less than thirty (30) days written notice of its intent to terminate.

G - Contacts

1 - Notices to and contacts with the Department shall be addressed to:

2 - Notices to and contacts with the Company shall be addressed to:

3 - Notices to and contacts with the Intern shall be addressed to:

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year following their respective signatures.

DEPARTMENT

DATE

COMPANY

DATE

INTERN

DATE
