

INTERNSHIP AGREEMENT

THIS AGREEMENT is made between the Wisconsin City/County Management Association (WCMA) and _____ hereinafter called the "SPONSOR," with principal offices at: _____

WITNESSETH:

WHEREAS, the SPONSOR and the WCMA (the parties) desire to enter into an agreement to provide a graduate internship in accordance with the Statement of Work in Appendix A; and

WHEREAS, the internship is to be funded by the SPONSOR and carried out by the WCMA under the terms and conditions specified herein; and

WHEREAS, the performance of such project is of mutual interest to the SPONSOR and the WCMA, and is consistent with the experiential learning objectives of the WCMA.

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

1. STATEMENT OF WORK

The WCMA agrees to provide matching funds to the SPONSOR in order to support the internship; the SPONSOR agrees to provide matching funds to support the internship.

2. STUDENT INTERN

A Graduate Student Intern will be selected by the SPONSOR. The Student Intern will devote on average 15 - 20 hours per week to the project to perform projects as assigned and determined by the sponsor over the Period of Performance specified below. If for any reason the selected Student Intern withdraws from serving as Student Intern, or the WCMA or SPONSOR become dissatisfied with the performance of the Intern, the WCMA and the SPONSOR shall endeavor to agree upon a successor Student Intern or shall terminate this Agreement in the manner provided in Paragraph 8 entitled Termination. The WCMA and the SPONSOR agree to notify the other party in writing regarding attendance or other concerns relating to the Student Intern's performance. The SPONSOR shall designate an on-site supervisor.

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from _____ through _____. This date may be extended under the same terms or such other terms as may be mutually agreed upon.

4. PROJECT COST AND PAYMENT

The WCMA agrees to provide financial support to the SPONSOR as follows

Year 1:

Graduate grants (Year 1) at \$4000 – Sponsor Support at \$4000

Year 2:

Graduate grants (Year 2) at \$3000 – Sponsor Support at \$5000

Year 3:

Graduate grants (Year 3) at \$2000 – Sponsor Support at \$6000

Year 4 and subsequent years:

Sponsor Supported 100%

SPONSOR must provide matching funds. Payment is made once a community has provided proof of hire paperwork.

WCMA will provide a complimentary registration for up to two WCMA conferences per year for the intern.

5. PROJECT CONTACTS

The WCMA’s contacts for matters relating to this Agreement is as follows:

Programmatic Contact:

Dawn Peters
WCMA Executive Director
148 N. 3rd St.
DeKalb, IL 60115
dpeters@niu.edu
815-753-0923

The SPONSOR’s contacts for matters relating to the Agreement are as follows:

Site Supervisor/Programmatic Contact

Name

Title

Organization

Mailing address

Phone: _____ Email

6. RIGHTS IN WORK PRODUCT

All original work product generated by the Intern under this Agreement shall be owned by the SPONSOR. Notwithstanding the foregoing, the WCMA retains the right to publish, as detailed in Article 10. The student/intern must prepare an end of internship report to be shared with WCMA membership illustrating the results and work product of the internship for possible use by WCMA members.

7. INVENTIONS AND PATENTS

If the Project results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

8. CONFIDENTIAL INFORMATION

- A. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
- B. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
 - (a) was known to the recipient prior to the disclosure hereunder;
 - (b) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
 - (c) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
 - (d) is required to be disclosed by law.
- C. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the conclusion of Period of Performance or termination in accordance with Paragraph 8.

9. TERMINATION

The amount of a grant award is determined by the number of applicants and availability of funds. The ASSOCIATION has the right to terminate the agreement for any reason upon ninety (90) days advanced written notice of intention to terminate. The SPONSOR has the right to terminate the agreement for any reason upon ninety (90) days advanced written notice of intention to terminate.

10. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the ASSOCIATION shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the ASSOCIATION, such approval will be obtained from the Executive Director of WCMA.

11. PUBLICATION

The WCMA shall have the right to publish or otherwise disclose the results of this Project, provided that the Student Intern first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Student Intern shall modify said publication in order to comply with reasonable requests by the SPONSOR. Upon notice by the SPONSOR that the SPONSOR reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the SPONSOR can request the WCMA to delay and the WCMA agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the SPONSOR so notifies the WCMA or until a patent application or applications are filed, whichever comes first.

12. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

To the fullest extent permitted by Wisconsin law, each party (the "Indemnifying Party" for purposes of this Section) shall indemnify, defend and hold the other party (the "Indemnified Party" for purposes of this Section) harmless from and against any claims, actions demands, suits, judgments, expenses, reasonable attorneys' fees and legal costs, damages, liability or injuries, by and to the extent attributable to the Indemnifying Party, its agents' or employees': (a) negligence or intentional misconduct (b) breach of applicable laws and regulations; or (c) infringements of intellectual property rights of third parties.

Except for the parties' obligations under this Section 13, neither party shall be liable or responsible for any indirect, consequential, punitive damages, loss of profits or business, whether or not foreseeable.

13. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**WISCONSIN CITY/COUNTY
MANAGEMENT ASSOCIATION**

SPONSOR

By: _____

By: _____

Name: Dawn S. Peters
Title: Executive Director, WCMA

Name:
Title:

Date: _____

Date: _____

EIN: _____
(If an EIN is not available, please attach W-9.)

APPENDIX A—SCOPE OF WORK

Provide a detailed description of the intern's proposed duties, responsibilities, and/or special projects.

Provide a detailed description of the training and development opportunities that may be provided to the intern.

This may include formal training programs or events. However, please also outline opportunities such as providing the intern with an assigned mentor, regularly scheduled meetings with the Manager/Administrator, attending management team meetings, attending City Council, Board and Commission meetings, participating on inter-departmental teams, attending regional organization events or meetings, community tours and ride-alongs, etc.