

INTERN SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into as of by and between Lakota Journey, and _____ (“Intern”).

This Agreement is intended to describe certain services to be performed by Intern for Lakota Journey. In consideration for the promises and mutual covenants set forth below, the parties agree as follows:

1. Services: Intern agrees to provide services to Lakota Journey as described in the attached Job Description.

In the course of providing the described Services to Lakota Journey, Intern agrees to perform other related duties, even if these related duties are not specifically described in the attached Job Description.

Intern will exclusively control and direct the manner and means of performing these Services and will be solely responsible for completing these Services. The Services shall be completed to Lakota Journey’s satisfaction and are subject to Lakota Journey’s approval. Intern will perform all Services required under this Agreement in compliance with all applicable federal, state or local laws, regulations, and policies established by Lakota Journey, and in accordance with generally recognized practices, standards and procedures.

2. Hours of work: Intern agrees to put in the number of hours that are reasonably necessary to complete the Services and otherwise fulfill the spirit and purpose of this Agreement. Intern understands and agrees that, in order to complete the Services in a timely manner [she/he] may be required to adjust [his/her] work schedule and/or to devote additional time to performing the Services. Intern agrees that all Services will be performed promptly and diligently in accordance with generally recognized practices and standards.

3. Work Product: Intern agrees that all work product, whether intellectual or real property, including but not limited to, documents, charts, drawings, reports, manuscripts and inventions, developed or prepared for Lakota Journey by Intern under the terms of this Agreement shall belong exclusively to Lakota Journey and shall constitute “works made for hire.” Lakota Journey shall be the sole owner of all copyright and other proprietary rights (both tangible and intangible), title, and interest therein. If any work product produced or provided by Intern cannot be considered “works made for hire,” Intern hereby assigns to Lakota Journey the ownership of rights including, but not limited to, copyrights, registrations and similar protections, which may be available. Intern hereby also agrees to sign any additional documents and to perform any other acts as Lakota Journey may deem necessary to secure for Lakota Journey or its designees the rights herein assigned.

4. Best Efforts: Intern will ensure that while performing Services under this Agreement [he/she] will do so to the best of [his/her] abilities, experience and talents, to the reasonable

satisfaction of Lakota Journey. Intern will inform Lakota Journey of any event or circumstance that renders Intern unable to perform or complete any aspect of the Services.

5. Period of Performance: The terms of this Agreement shall commence on _____ and terminate on _____, unless earlier terminated as described below.

6. Remuneration/Benefits: Lakota Journey will pay Intern in consideration of the performance of the terms of this Agreement. Payment shall be made as follows:

- Lakota Journey will provide interns with housing and basic living expenses (food, gas, etc.) as outlined in the internship manual. This is a weekly amount of \$_____ for the group to spend on food/household items, rent for housing paid directly by Lakota Journey, gas for job-related travel.
- Upon successful completion of the internship, interns receive 90% of the support they raise, if they raise more than \$7,000. If they raise less \$7,000, they receive the amount they raised minus \$700.
- If an intern raises less than \$700, the intern will pay Lakota Journey the remaining balance to contribute to the cost of basic living expenses.
- If, for whatever reason, an intern is unable to complete the internship either because they had to leave or they were dismissed by the organization they will receive money proportional to the amount of time they served as an intern with Lakota Journey retaining a minimum of \$700. For example, if they go home in week 4 of the 8-week internship, they will get half of the money and Lakota Journey retains the balance.

Intern agrees that this amount and form of payment is sufficient compensation to cover the costs of all the Intern's expenses and fees necessary to complete the Services. Lakota Journey will only pay Intern for services rendered, and final payment is contingent upon completion of all Services to Lakota Journey's satisfaction. Except as provided in this Agreement, Intern shall not be entitled to any other or further compensation, remuneration, reimbursement, payments or other benefits from Lakota Journey.

7. Termination: Intern agrees that, in the event of any violation by Intern of any of the terms of this Agreement, or the inability or failure of Intern, in Lakota Journey's opinion, to provide or complete the Services, Lakota Journey may terminate Intern's engagement immediately and without notice. In this event, Intern is only entitled to pro-rated compensation for services rendered and work completed up until the date of termination, and Lakota Journey will have no other obligations or liabilities to Intern, financial or otherwise.

In addition Lakota Journey reserves the right to terminate Intern for any of the following:

- Discovery that Intern was untruthful or deliberately misleading in the application process.
- Intern is not meeting expectations as outlined in this Agreement.

- Lakota Journey determines at its sole discretion that Intern continuing with this Agreement is potentially a detriment to him/her, the Intern Community, or the Lakota Journey Organization.

8. Representations and Indemnifications: Intern is an independent Intern with respect to Lakota Journey. Intern shall not have, nor represent him/her/itself as having, the right or authority to enter into any agreement or to make any promise of any nature whatsoever on behalf of or in the name of Lakota Journey, without Lakota Journey's consent.

As an independent Intern, Intern shall not have the status of an employee of Lakota Journey. Accordingly, Intern shall not be eligible to participate in any employee benefit or group insurance plans or programs maintained by Lakota Journey, and Lakota Journey shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any other statutory benefit to Intern. Intern shall assume full responsibility and liability for making and/or paying any and all federal, state, and/or municipal taxes, assessments, social security benefits and/or other deductions as required by law on behalf of himself/herself.

Intern certifies that this Agreement will not violate the terms of any other contract or interfere with any other obligation binding upon Intern. Intern shall have the right to perform services for others during the term of this Agreement, provided that such performance does not in any way interfere or conflict with Consultant's performance of the Services hereunder.

Intern hereby indemnifies and holds harmless Lakota Journey, its trustees, officers, and agents, for all liability, losses, damages or expenses from any and all fines, suits, claims and demands, including attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors, or omissions of Intern as a result of performing the Services hereunder, provided, however, that such indemnification shall not apply to fines, suits, claims and demands resulting from the sole negligence of Lakota Journey.

9. Confidentiality and Safeguarding of Information: All information, whether oral or written or via computer disk or electronic media, to which Intern is given access or which is made available to Intern, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, non-public financial information, student education records, and all other protected information to which Intern may be provided access. Intern agrees to hold all Confidential Information in confidence, to protect such information in accordance with generally accepted commercial standards, to not disclose any Confidential Information to any third party, except to those who have a need to know such information in connection with the Services, and to not use any such Confidential Information for purposes other than in connection with the Services. Intern agrees to inform any third party to whom he discloses Confidential Information in connection with the Services of the confidential and protected nature of such information and of his obligations under this Agreement. Upon termination of this Agreement, Intern shall return to Lakota Journey all Confidential Information in his/her possession. Intern must notify Lakota Journey immediately and in writing of any

breach of its obligation of confidentiality, and Intern agrees that any breach shall be cause for immediate termination of this Agreement.

10. Miscellaneous: This Agreement embodies the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings and representations, whether oral or written, are merged into this Agreement. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a writing signed by all the parties to this Agreement.

No delay or omission on the part of a party to this Agreement in exercising any right hereunder shall operate as a waiver thereof or of any other right.

Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of the Agreement, but rather, the Agreement shall be construed as if it did not contain the illegal part and the rights and obligations of the parties shall be construed and enforced accordingly.

The section titles in this Agreement are for convenience and should not be considered in construing the Agreement.

The undersigned parties enter into this Agreement freely and voluntarily. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of the Agreement. This Agreement shall be binding on the Parties upon the execution of the Agreement.

Intern Signature

Lakota Journey Representative
Signature

Intern Printed Name

Lakota Journey Representative Printed
Name

Date

Lakota Journey Representative Title

Date

