



## The Future Of American Energy Internship Program - Participating Company Terms and Conditions

***NOTE: This is not an application. This information is provided for informational purposes only, and is incorporated into the employer application. The online application form will be posted at [www.futureamenergy.org](http://www.futureamenergy.org) when applications are available.***

[The Future of American Energy Internship Program](#) (the “Program”) is a workforce development initiative offered through The Future of American Energy, Inc., (“FAE”) focused on enhancing the talent pipeline for companies hiring for energy-related jobs. The Program facilitates the placement of students who are seeking career opportunities in energy through paid internships. Consistent with FAE's role as a catalyst in helping employers get access to the diverse talent needed by the energy industry, the Program is designed to provide students and companies with the tools to connect. Participating companies agree to pay their interns stipends of up to \$15 per hour for up to ten weeks during the summer session. (\$6000). In addition, participating companies are asked to make a per-intern donation of \$3000 to FAE to support its programming.

Note: If your company is currently a member of one of our Diverse Workforce Partners, you are entitled to a 10% discount -- please indicate which organization you belong to on the application.

To participate as a Host Employer, please complete the online application form. This form must be completed entirely in order to be processed. If you are a returning Host Employer with an application submitted and approved within the previous year, you do not need to fill out the application again. If you are a returning Host Employer with an active application [please click here to access the student database](#).

Please note: Completing an application does not commit your organization to hiring an intern through the Program. By submitting this Host Employer Application Form, you are requesting to access to the internship database only. In order to hire an intern(s), you must select an intern(s) through the Program database and submit their names to FAE once you have agreed to hire them. At that time FAE will send you our logo to post on your website, as a sign of your investment in workforce diversity, and will invoice you for your donation. Please review the “Host Employer-Frequently Asked Questions” for more information. If you have any further questions, email [internships@futureamenergy.org](mailto:internships@futureamenergy.org).



## Internship Program General Terms and Conditions

The following Internship General Terms and Conditions are issued by The Future of American Energy, Inc. (“FAE”), a 501(c)3 charity incorporated in the Commonwealth of Massachusetts. Any changes or electronic alterations to the official version of this form shall be void. The Host Employer agrees to be bound by these Internship Program General Terms and Conditions upon execution and submission to FAE for the duration of each applicable internship. These Internship Program General Terms and Conditions shall become effective as of the date the Host Employer notifies FAE that it has extended an offer of employment to any intern it interviewed as a result of its participation in the Program. **Accepting the following Internship General Terms and Conditions as part of the Host Employer’s Participating Host Employer Application Form does not commit the Host Employer to hiring an intern through the FAE, and does not commit FAE to providing Host Employer with any candidates for internships.**

### 1. Definitions

“Agreement” means these Internship General Terms and Conditions entered into hereunder and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of these Internship General Terms and Conditions.

“Host Employer” means the applicant employer that has submitted an application for funding from FAE for an intern(s) through the FAE Energy Internship Program. This entity will be deemed the Intern’s employer for all purposes.

“Intern” means the candidate selected by the Host Employer to participate in an Internship at the Host Employer through the Program.

“Internship” means the employment opportunity offered to the Intern by the Host Employer through the Program.

“Program” the Future of American Energy Internship Program.

### 2. Employment and Location:

- a) This Agreement does not establish the relationship of a partnership, employment relationship, joint venture, or principal and agent relationship among FAE and the Host Employer. Neither FAE nor the Host Employer (together the “Parties”) shall have any authority to commit or bind the other party to any obligations (contractual or otherwise) or take any other actions on behalf of the other party.



b) Host Employer and Intern mutually agree on the number of hours of work and compensation during the internship, and all other terms of employment. At no time during the term of this Agreement, shall any Intern be deemed or otherwise considered to be an employee, intern, contractor, subcontractor or agent of FAE for any purpose. Interns are not entitled to tax withholding or any insurance or other benefits provided by FAE to its employees. The terms and conditions of the Internship shall be set by Intern and the Host Employer and FAE shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship. The Host Employer and its agents, employees and Interns may not hold themselves out as FAE employees and shall not be deemed an employee of FAE for any purposes, including all federal, state, and local laws pertaining to income taxes, withholding taxes, Social Security, unemployment compensation, Workers' Compensation or any other rights, benefits, or obligations relating to employment.

c) Any employed Intern shall be treated as an employee of the Host Employer, not contractors or subcontractors, for compensation purposes and all applicable employment taxes shall be paid by the Host Employer.

The Host Employer agrees that the sole responsibility to properly compensate, deduct and report taxes on, provide workers' compensation and other coverage to the Interns, and otherwise comply with applicable law regarding the employer/employee relationship lies solely with the Host Employer. Host Employer agrees that it will seek independent advice and counsel on its obligations.

3. Donation:

a) Host Employer agrees to make a donation of \$3000 per intern to FAE upon approval of Host Employer's Intern selection(s), for the purpose of supporting FAE's activities as a 501(c)3 charitable organization. The amount of the donation may be decreased or increased by mutual agreement of both Host Employer and FAE.

b.) Other than the Donation, this award does not deem Host Employer, Intern, or FAE eligible for or entitled to any other benefit or compensation by virtue of this Agreement. No actions by Host Employer or Intern, including failure of the Intern to perform his or her duties or any other violation of the terms of Intern's employment with Host Employer, shall be deemed a cause for refund of the Donation by FAE.

c.) FAE makes no representations regarding the tax treatment of donations, grants, or other compensation made by Host Employer to support FAE's activities. The Host Employer agrees that the sole responsibility to comply with applicable tax law lies solely with the Host Employer.



4. Direction of Duties: Each Intern shall at all times be subject to the ultimate direction of the Host Employer, and shall perform any and all duties with respect to the Internship at such times, in such manner and at such location as may be required by the Host Employer.
5. Term: This Agreement shall commence on the date this Application was submitted, and shall expire on the first August 1<sup>st</sup> following submission of the Application.
6. Termination: This Agreement may be terminated by FAE immediately upon delivery of written notice of termination to the Host Employer for any breach of this Agreement.
7. Indemnification: To the fullest extent permitted by law, Host Employer shall indemnify and hold harmless FAE, and each of their respective agents, officers, directors and employees (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards arising from or related to this Agreement or the Internship (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Host Employer's breach of any of the terms of this Agreement or any false representation by the Host Employer, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Host Employer or any of the Host Employer's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, the Host Employer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Host Employer or any of its agents, officers, directors, employees or subcontractors.
8. Legal Compliance: Host Employer agrees to comply with all applicable federal, state, and local statutes, rules and regulations affecting any term, condition or benefit of employment, including, but not limited to, laws prohibiting discrimination, harassment, and retaliation, and laws entitling Host Employer's employees to benefits such as earned sick time and medical and parental leaves of absence.
9. Use of FAE name and logo: During the Term of this Agreement, FAE grants Host Employer the right to use its logo on its web site, publicity materials, and any other materials as it deems appropriate. The logo cannot be modified or changed in any way and may only be used for purposes of identifying Host Employer's participation in the Program and support for FAE's activities and programs. The logo shall not be used in any manner, which may be considered disparaging or negative. FAE reserves the right to approve all use of its logo and to revoke the license to use the logo at any time in its sole discretion. FAE also authorizes the inclusion of a link to the FAE web site, [www.futureamenergy.org](http://www.futureamenergy.org), which is subject to the same restrictions referenced above.

