

**KANSAS STATE UNIVERSITY POLLUTION PREVENTION
INTERN PROGRAM COMPANY PARTICIPATION AGREEMENT**

Project: See proposed project description in attached P2 Business Application.

Project Start Date with Host Company: May, 2020

Project End Date with Host Company: August, 2020

The Host Company: _____

Date: _____

BACKGROUND

1. _____ has applied to Kansas State University (hereinafter referred to as “KSU”) to host an intern (Intern) to identify and develop pollution prevention strategies for the project described in the original application, which is incorporated herein by reference (Project). This Agreement is by and between _____ (the Host or Host Company) and KSU acting through the Pollution Prevention Institute Intern Program (Program) and is effective as of the last date this Agreement is fully signed by the parties. The parties hereby agree to the following:

PROJECT CONTACTS

2. The parties hereby designate the following individuals to serve as contacts for this Agreement:

Company Contact: _____
Phone: _____
Cell: _____
Email: _____
Mailing Address: _____

Pollution Prevention Institute Intern Program Coordinator: Lynelle Ladd
Phone: 800-578-8898
Email: lladd@ksu.edu
Mailing Address: 2323 Anderson Ave., Ste. 300, Manhattan, KS, 66502

All communications or notices related to this Agreement should be delivered through these persons, or to the Site Coordinator later identified by the Host if different from the Host’s contact above for those communications or notices to the Host, unless otherwise stated in this and incorporated documents. Parties shall notify each other in writing as soon as practicable of any changes in persons serving in the roles identified above for their respective entities during the term of the Project.

PROJECT DESCRIPTION AND OBJECTIVES

3. The Project described in the Host’s attached P2 Business Application is hereby incorporated in this Agreement by reference.

4. The Host authorizes the Intern (accepted consistent with and successfully screened pursuant to numbered paragraphs 6 through 9 below) to complete the Project consistent with this Agreement and the Intern Agreement. If the Project materially changes from the incorporated description, the parties may mutually amend this Agreement in writing to so modify the Project.

INTERN WORK PRODUCT

5. In regard to intellectual property resulting from the Intern's Project at the Host the following provisions shall apply:
 - a. The final report summarizing the results of the Case Study will become the sole property of Host, except that KSU reserves a non-exclusive, royalty-free right to use such report for the sole purpose of meeting its reporting obligations to the U.S. Federal government funding agency, which also reserves, on behalf of the U.S. Government, a non-exclusive, royalty-free government purpose license.
 - b. The case study as cleared for publication pursuant to confidentiality considerations by the Host is the property of the Program and the federal funding agency, the U.S. Environmental Protection Agency. Host reserves a non-exclusive, royalty-free license to use Case Study for its own internal purposes.
 - c. Host, KSU, or the Intern in accordance with their respective intellectual property policies and the rules of "inventorship" contained within U.S. Patent law, may solely or jointly claim as the case may be, other intellectual property resulting from the internship. Notwithstanding, it is acknowledged that the U.S. Federal government reserves a non-exclusive, royalty-free government purpose license to any intellectual property developed pursuant to any activity that was supported with federal funds.

INTERN IDENTIFICATION AND SCREENING

6. KSU will identify the Intern it intends to assign to the Host by providing the Host with the Intern's name, major, year, and university. KSU's identification and assignment of the Intern is based on its review of the qualifications of the Intern to align with the P2 Business Application submitted by the Host. If the Host disagrees with KSU's assignment, the Host shall notify KSU within five (5) business days of receiving the notification of Intern assignment and state its objection. Within a reasonable time of receipt of the notice, KSU shall in its sole discretion either (1) assign the Host a new intern, if the objections are reasonable in KSU's discretion; or (2) terminate this Agreement.
7. The Intern selected by KSU, subject to Host's right of objection, shall be an employee of KSU. KSU shall screen the Intern to ensure he or she is eligible to work in the United States and meets KSU's minimal standards for participation in the Program. KSU shall provide a training designed for interns participating in this program.
8. Any additional pre-employment requirements (e.g. background check, drug screen, physical) and any related costs of such screenings are the sole responsibility of the Host and may be conducted to ensure the continuity of the Host's operations and to enable the Host to comply with its legal obligations with respect to its operations. KSU will not conduct, require or participate in any such pre-employment screenings, except in accordance with its own policies. Otherwise, KSU only will assist in providing information to the Intern of the existence of such pre-employment requirements for scheduling purposes. The Host also must correspond via telephone or other video conferencing with the Intern and KSU as soon as possible after identification but prior to Project initiation scheduled by KSU. The Host should arrange to conduct any pre-screening tests at that time to eliminate possible need for the Intern to travel to the Host more than once prior to the Project's initiation. If the Host determines that the Intern does not meet its screening criteria or fails any pre-placement tests the Host shall notify KSU as soon as possible. Upon receipt of the notice, KSU shall, in its sole discretion, either (1) assign the Host a new intern; or (2) terminate this Agreement.
9. KSU will require the Intern to attend a mandatory 4-day training session prior to the Intern being assigned full-time to the Host site, and then work up to 40 hours/week while at the Host

unless other arrangements are made between the Intern and KSU, provided that such arrangements are made known to and approved by the Host.

COMPANY OBLIGATIONS

10. The Host hereby agrees to the terms and conditions included in the P2 Business Application previously submitted by the Host, which are hereby incorporated by reference. To the extent there is any conflict between the Application's terms and conditions and this Agreement, this Agreement shall control and be binding.
11. The Host shall designate an on-site employee to monitor and supervise the Intern's activities while on-site. Such employee shall promptly notify KSU's Program Coordinator of any concerns related to the Project and/or the Intern as relevant to the Project, any safety concerns, and/or the Intern's failure to abide by the Host's policies.
12. The Host shall cause its personnel to work directly with the Intern performing the tasks, as necessary, to ensure that the Host's and the Intern's objectives are being met within the scope of this Agreement, and agrees to provide any and all documents necessary to complete the Project. Host shall provide the Intern with regular feedback about his/her work relevant to the Project.
13. A copy of the Internship Agreement between KSU and the Intern shall be attached upon assignment of the Intern to the Host and incorporated by reference. In the event that the Host is not satisfied with the performance or conduct of the Intern, the Host shall provide to the Intern and KSU documented evidence of the alleged deficiency. The Host shall take all reasonable steps to work with the Intern to try to correct the deficiency, and shall involve the Program Coordinator or Program Director as needed before terminating this Agreement or excluding the Intern from the Host's facility; except, however, that the Host is not required to attempt remediation if the Intern creates or directly poses a threat to the on-site physical safety of persons or property. If the Host reasonably attempts to remediate any issues and the Intern fails to correct the deficiency(ies), the Host may terminate this Agreement with an effective date as written in the termination notice or request an alternative intern placement from KSU. Alternative intern placement shall be granted or denied within KSU's sole discretion.
14. The Host-designated supervisor shall review and sign off on the Intern's time sheets to verify the accuracy, which will then be submitted to the KSU designated employee by the Intern by noon every other Friday. If there is an unresolved discrepancy regarding the accuracy, the Host Contact shall notify the KSU Program Coordinator. The Intern is to follow the hours prescribed by the Host, and may be required by the Host to obtain prior approval for deviation from that schedule. In accordance with applicable KSU policies for employees, Interns do not receive compensation for holidays or leave time. To the extent there is any conflict between this provision and paragraph 7 of the Terms and Conditions in the P2 Business Application, this provision shall control and be binding. Additionally, the Host shall not permit the Intern's weekly work hours to exceed 40 hours in a workweek without prior written approval by KSU.
15. The Host shall provide access to facilities, supplies, equipment, information, and documentation necessary for the Intern to complete the objectives of the Project.
16. The Host maintains complete authority and control over all its administration, functions, financing, organization, and activities. Provided however, the Host shall cooperate with reasonable instruction given by KSU regarding the Intern, including, for example, issues impacting the Intern's work environment.

17. The Host shall notify KSU of any changes in personnel, operation, or policies that may affect the Intern or Project.
18. The Host shall provide the Intern with an orientation about and a copy of its existing pertinent policies with which the Intern is expected to comply.
19. When requested by KSU, the Host shall cooperate with the KSU in its carrying out of obligations under its own policies and procedures and any applicable law, including without limitation the American with Disabilities Act, Title VI, Title IX, and general risk assessment. The Host specifically acknowledges that its employees directly involved with the Intern have reviewed and understand KSU's policies regarding anti-discrimination/harassment and threat management/risk assessment, which are located at the following sites: <http://www.k-state.edu/policies/ppm/3000/3010.html>; <http://www.k-state.edu/policies/ppm/3000/3015.html>; and <https://www.k-state.edu/studentlife/cirt/>. If the Intern makes a report or request concerning any leave needed, disability or potential disability, discrimination, or harassment, the Host shall immediately notify KSU's Program Coordinator or Program Director.
20. In addition to reviewing and knowing the above referenced KSU policies, Host shall provide adequate training on anti-discrimination and anti-harassment laws and Host policies to all employees working with the Intern. Additionally, the Host shall promptly investigate and take appropriate effective remedial action, as applicable, to address complaints that an Intern is being subjected to unlawful harassment or discrimination by the Host employees, agents, clients, visitors, or other interns, while at the Host or otherwise while engaging in activities within the scope of the Project. At KSU's request, the Host shall provide documentation regarding any such complaint, its findings, and its responsive steps and actions, including a summary letter as and if requested by KSU.
21. To the extent the Host generates or maintains educational records related to the Interns who are KSU students, the Host agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to KSU. Host shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, KSU hereby designates the Host as a school official with a legitimate educational interest in the educational records of KSU's student(s) to the extent that access to the records is required by the KSU or the Host for either to carry out the terms of this Agreement.
22. Kansas State University shall not be liable for the acts or omissions of any Intern participating in this Program or assigned to the Host. Host agrees to hold harmless and indemnify KSU (and the State of Kansas and the Kansas Board of Regents) from any costs, claims, liabilities, damages, suits, causes of action, and expenses (including without limitation attorneys' fees and other legal costs) for all injuries, deaths, illnesses or other personal or compensable emotional injury, damages to or losses to property, and claims for salaries, wages or taxes, that are in any way related to Intern, the Project, or the terms of this Agreement, and which are directly or indirectly attributable to the Host, its employees, agents, vendors, contractors or the like. Host further agrees to release KSU (and the State of Kansas and the Kansas Board of Regents) from any costs, claims, liabilities, damages, suits, causes of action, and expenses (including without limitation attorneys' fees and other legal costs) for all injuries, deaths, illnesses or other personal or compensable emotional injury, damages to or losses to property, and claims for salaries, wages or taxes, that are in any way related to Intern, the Project, or the terms of this Agreement.

KSU OBLIGATIONS

23. KSU shall:
 - a. Recruit and identify qualified junior or senior college undergraduate or graduate level students.

- b. Provide the Intern with training in pollution prevention methods and practice.
- c. Provide the Intern with technical advice throughout the Project.
- d. Pay the Intern for all hours worked as verified by the Host and provide workers' compensation insurance, in accordance with applicable law, for the duration of the internship, including reimbursement of approved expenses.
- e. Publish and distribute project case studies of all intern projects, subject to prior review for confidentiality considerations by the Host prior to publication.

PUBLIC DISCLOSURE INFORMATION

24. This Agreement and documents relevant to the Program are subject to the Kansas Open Records Act, and as such, may be subject to public disclosure, depending on the applicability of that Act's terms.

THE HOST COSTS FOR PARTICIPATION

25. The Intern shall be assigned to the Host from May to August of the current year for an 11-week period, unless other time frames have been agreed upon in advance. The Host agrees to pay to the Program an amount as calculated based on the number of hours the Intern serves at the Host's site or otherwise spends on the Project. KSU pays the Intern at a rate of \$18 per hour. The Host shall pay an amount to KSU at a rate of \$18 per hour plus fringe benefit rates, currently estimated to be 8.9% of the hourly rate for the 11-week internship, which includes the week of P2 technical and administrative training performed by KSU and a day for the intern retreat during the internship period. KSU will invoice the Host each month, starting 30 days from when the intern training begins. The Host shall make payment in full to KSU within 30 days of receiving the invoice.
26. KSU will cover mileage expense for the Intern's travel to and from the intern retreat, as well as mileage for his/her initial move to and final move from the internship location. If the Host requires the Intern to visit another site or attend conferences or workshops, the Host shall cover all Intern expenses related to those activities. The Host shall document those and other Intern-related expenses as matching funds as set forth in numbered paragraph 26 of this Agreement.
27. KSU requests the Host provide match on the Project by documenting expenditures on behalf on the Intern including employee time spent, equipment or supplies purchased, and travel reimbursed by the Host. The entirety of purchases related to the Project or recommendations that the Intern makes could be considered in-kind or hard match to satisfy this request. Match that occurs before or during the internship can be documented on a form provided to the Intern as described in the Internship Agreement.

TERMINATION

28. This Agreement shall terminate on the Project End Date, unless terminated earlier consistent with this provision or other provisions in the Agreement. In the event the Host breaches any provision of this Agreement, the Intern is no longer eligible for placement, or if KSU determines in its sole discretion that funds are not available to KSU to continue this relationship or that the continued participation by the Intern or the Host would be detrimental to KSU or the Intern, KSU may discontinue its placement of the Intern at the Host and may immediately terminate this Agreement. The Host may terminate this Agreement as set forth in paragraph 12.
29. In the event of a termination by the Host of the Intern's participation before the Project End Date, the Host shall be responsible for any charges associated with a replacement Intern or other time devoted to completing the Project by KSU employees, subject to advance approval by the Host.

MISCELLANEOUS

30. The Host may not assign any interest in this Agreement without the written permission of KSU. The parties may amend this Agreement only through written agreement of the parties.

31. The parties to this Agreement shall comply with all applicable laws in the performance of their obligations under this Agreement.
32. KSU and the Host agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one party shall not be considered agents, representatives, or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.
33. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
34. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
35. Neither party shall be permitted to use logos or other trade/service marks or other intellectual property of the other without prior written approval of the other party.
36. The provisions found in the Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

EXECUTION

37. The parties hereby agree, as evidenced by the signatures of authorized officials, to the conditions as set forth in this Agreement and any incorporated documents.

| | | | |
|-----------------------|-------|----------|------|
| Employee to Supervise | Title | The Host | Date |
|-----------------------|-------|----------|------|

| | | | |
|---|-------|-----------|------|
| Name of person with Authority to Approve Implementation on behalf of | Title | Authority | Date |
|---|-------|-----------|------|

Kansas State University
 By:
 Its:
 Date:

Kansas State University

By:

Its:

Date: