

MASSACHUSETTS LIFE SCIENCES CENTER
1000 WINTER STREET, SUITE 2900
WALTHAM, MASSACHUSETTS 02451

INTERNSHIP CHALLENGE SPONSORSHIP AGREEMENT

This INTERN SPONSORSHIP AGREEMENT (as amended from time to time, the "Agreement") is made and entered into as of [REDACTED] (the "Effective Date") by and among Massachusetts Life Sciences Center, an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 1000 Winter Street, Suite 2900, Waltham, Massachusetts 02451 ("MLSC"), and [INSERT Full Legal Name of Company], with a principal office and place of business at [INSERT Full Legal Address] ("Internship Company"). MLSC and Internship Company are collectively referred to herein as the "Parties."

WHEREAS, Internship Company has availed itself of MLSC resources, including, without limitation, MLSC's website, to engage one or more interns (each, an "Intern") for work in the Life Sciences (as defined in Chapter 23I of the Massachusetts General Laws (the "Life Sciences Act")) for period, to be determined by the Internship Company in consultation with the Intern, that begins no sooner than **May 1, 2019** and ends no later than **April 30, 2020** (the "Internship");

WHEREAS, to provide Intern with an opportunity to learn more about Life Sciences and career opportunities in the Commonwealth of Massachusetts relating to Life Sciences, in particular, and to promote workforce development within the Commonwealth, MLSC shall reimburse Internship Company for an internship stipend, as more fully set forth below;

NOW, THEREFORE, in consideration of the promises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Employment Status and Location. The Parties agree that, 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 MLSC for any purpose. The terms and conditions of the Internship shall be set by Intern and the Internship Company and MLSC shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship. Furthermore, MLSC requires that:
 - a) Any employed Intern shall be treated as a W-2 employee of Internship Company, not a contractor or subcontractor, for compensation purposes;
 - b) Internship Company shall pay Intern on a weekly or bi-weekly basis, and include in each payment all applicable employment taxes in accordance with state and federal law; and
 - c) Intern(s) shall work under supervision at a commercial, non-residential, official place of business located at [INSERT Full Address of Internship Location].
2. Execution of Agreement. Prior to the execution of this Agreement, MLSC requires that:
 - a) Internship Company demonstrate they are in good standing with the Secretary of the Commonwealth and Massachusetts Department of Revenue by submitting to MLSC an official certificate issued by each entity and dated no earlier than January 1, 2018;
 - b) Intern(s) complies with all eligibility requirements of the Internship program and that Internship Company provide MLSC with an offer letter signed by both the Intern(s) (accepting the internship) and a representative of the Internship Company (offering the internship).
3. Direction of Duties. Each Intern shall at all times be subject to the ultimate direction of the Internship Company, 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 Internship Company.
4. Stipend Reimbursement.
 - a) Internship Company shall provide a stipend to each Intern (the "Stipend"). Subject to the limitations set forth below, MLSC shall reimburse the Internship Company on the basis of hours worked for each such Stipend (the "Reimbursement"); provided, however, that in no event shall MLSC be required to reimburse Internship Company for any amounts in excess of eight thousand one hundred sixty dollars (**\$8,160.00**) in the aggregate for each Intern nor for any wages in excess of **\$17.00** per hour. Such Reimbursement may

include the cost of any payroll tax provided on behalf of the Intern by the Internship Company and of applicable payroll processing fees.

- b) With respect to the one or more Interns identified in Section 4.c) below and upon completion of the Measurement Period (as defined below), Internship Company shall provide MLSC with a signed certification that such Intern has performed the required duties of the Internship for such Measurement Period, summary of hours worked, and amount requested for reimbursement, signed by the Internship Company (using template provided by MLSC upon program registration approval), and proof of payment of the Stipend to Intern (together, the “Reimbursement Certification”). Promptly upon MLSC’s receipt of properly documented Reimbursement Certification, and in no event longer than twenty-five (25) business days, MLSC shall reimburse Internship Company for such portion of the Stipend applicable to such period. Provided, however, that Internship Company shall timely notify MLSC of any change of address or risk delay of an additional 25 days in receipt of reimbursement. **Reimbursement Certification can be submitted to MLSC as soon as the final reimbursable paycheck is issued, but no later than June 30, 2020.**
 - c) With respect to the following Intern(s): **[INSERT NAME(S) OF INTERN(S)]**, the “Measurement Period” shall mean and refer to the period commencing on (i) the earliest start date of any Intern and ending on (ii) the latest end date of the last Intern’s Internship. In the case of multiple interns, this means that the Measurement Period ends on the day that the last Intern completes his/her Internship.
 - d) Other than the Reimbursement, the Internship Company shall not be eligible or entitled to any other benefit, award, or compensation from MLSC by virtue of this Agreement.
5. Term. This Agreement shall commence on the Effective Date and shall expire on the date on which MLSC reimburses Internship Company in full for all portions of any Stipend that are due and payable and not in dispute, or such earlier date if this Agreement is terminated pursuant to Section 7 below.
 6. Insurance. Internship Company shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for any activities arising under this Agreement.
 7. Termination. The Agreement may be terminated by MLSC immediately upon delivery of written notice of termination to the Internship Company in accordance with Section 16 below for any breach of this Agreement or in the event Intern does not substantially perform the duties of the internship, as defined by the Internship Company. The MLSC agrees to reimburse Internship Company for any hours worked by Intern prior to termination of this Agreement.
 8. Release.
 - a) In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, Internship Company and any of its parents, directly-related subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities, absolutely and unconditionally hereby release, remise, discharge, and hold harmless the Releasees (defined to include MLSC, and/or any of its parents, directly-related subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all Claims (as defined below) This release is intended and acknowledged by Internship Company to be all encompassing and to act as a full and total release of any such claims demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, whether specifically enumerated herein or not.
 - b) For purposes of this Agreement, “Claims” shall mean and refer to actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, that the Internship Company may have or have had against the Releasees arising from conduct occurring up to and through the expiration or termination of this Agreement, including, but not limited to, (i) any contract, whether oral or written, express or implied; any tort; (ii) any claim arising from or relating to the Internship, including, without limitation, use of MLSC’s resources such as the website or the posting of a resume or other personal information of Intern on such website in connection with the Internship; (iii) any action or omission of Intern including, without limitation, any negligence, fraud or other misconduct by Intern (including his or her representatives, agents, estate, heirs, successors and assigns); and (iv) any claim for equity or other benefits; or any other statutory and/or common law claim.

9. Terms of Use. Internship Company hereby consents and agrees to the terms of use of the MLSC website.
10. Covenants and Representations. Internship Company hereby covenants and agrees that:
- i. No Related Party Company has registered to be an Internship Company, during the Internship (as defined above). For the purposes of this Agreement, Related Party Companies are defined as multiple companies having common ownership and/or management personnel (including but not limited to the Chief Executive Officer, Chief Financial Officer, or Chief Operating Officer). Related Party Companies are also considered to be related if at any time one company has the ability to Control (as defined below) the other company or exercise influence over the other company in making financial and/or operating decisions. For the purposes of this Agreement, Control is defined as:
 - a. ownership, directly or indirectly, of more than one half of the voting power of a company, or
 - b. control of the composition of the board of directors, or other governing body of a company, or
 - c. a substantial interest in voting power and the power to direct the financial and/or operating policies of the company.
 - ii. No Intern is the spouse, child, grandchild, sibling, niece, nephew, cousin or spouse of a child, grandchild, sibling, niece, nephew, or cousin of any current or former employees of the Internship Company.
 - iii. No Intern has participated in more than one previous Internship with the Internship Company that was subsidized by the MLSC.
 - iv. MLSC is the sole sponsoring State Agency of the Intern(s).
11. No Representations. MLSC's website acts as a venue for employers to post internship opportunities and intern candidates to post resumes for possible matches with such employers. MLSC does not screen or censor the listings, including resumes offered. MLSC is not involved in the actual transaction between employers and candidates. As a result, MLSC has no control over the quality, safety or legality of the internships, resumes or other content posted, the truth or accuracy of the listings, the ability of employers to offer internship opportunities to candidates or the ability of candidates to fill internship openings and MLSC makes no representations about any internships, resumes or other content posted on the website.
12. Assumption of Risk. Internship Company assumes all risks associated with dealing with prospective interns with whom it comes into contact through the Site MLSC website.
13. Public Records. As a public entity, MLSC is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by MLSC are subject to public disclosure unless they are specifically exempted. Internship Company has read and agrees to comply with MLSC's written policies concerning the Public Records Law and other legal disclosure requirements. MLSC's policies shall not be construed as a contractual undertaking of any kind, and Internship Company specifically acknowledges that it bears the risk that any material submitted by Internship Company to MLSC pursuant to this Agreement may be deemed not to qualify for a public records exemption.
14. Choice of Law and Forum; Equitable Relief. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state court sitting in the Commonwealth of Massachusetts. By execution and delivery of this Agreement, each of the Parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This section shall not be construed to limit any other legal rights of the Parties.
15. Nondiscrimination. The Internship Company agrees to comply with all applicable Federal and State laws, regulations and ordinances that prohibit unlawful discrimination based on race, color, age, gender, ethnicity, gender identity or expression, religion, creed, ancestry, national origin, disability, sex, sexual orientation, veteran's status or background or for exercising any rights afforded by law.

The Internship Company also agrees to comply with all applicable Federal and State laws, regulations and ordinances promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, age, gender, ethnicity, gender identity or expression, religion, creed, ancestry, national origin, disability, sex, sexual orientation, veteran's status or background or for exercising any rights afforded by law.

16. Notices. Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage prepaid, addressed to the personnel listed herein at the addresses of such Parties indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this section), and shall be effective (i) if dispatched by facsimile and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting. Notices to MLSC shall be addressed to MLSC's General Counsel, Beth Nicklas. Notices to Internship Company shall be sent to Internship Company's address listed in the preamble to this Agreement.
17. Severability. Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
18. Binding Effect, Benefit, Entire Agreement and Exhibits. This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no person shall be regarded as a third-party beneficiary of this Agreement. The foregoing reflects the entire agreement between the Parties and supersedes any prior written or oral understanding between the Parties concerning the subject matter of this Agreement. The Parties may only amend this Agreement in the form of a written amendment that is executed by all Parties and attached hereto upon execution. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. All exhibits and schedules hereto are hereby incorporated into this Agreement by reference.
19. Headings. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
20. Counterparts. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

[INSERT NAME OF INTERNSHIP COMPANY]

MASSACHUSETTS LIFE SCIENCES CENTER

By: _____
(sign)

By: _____

Name: _____
(print)

Name: Beth Nicklas

Title: _____

Title: General Counsel & VP for Academic and Workforce Programs