

**State of Hawaii**  
**Department of Labor and Industrial Relations**  
**Workforce Development Division**  
**Volunteer Internship Program Training Agreement**

This AGREEMENT signed on the date indicated below, is effective as of , 20, by and between the Department of Labor and Industrial Relations, State of Hawaii, hereinafter the "Department," whose address is 830 Punchbowl Street, #321, Honolulu, Hawaii 96813, , hereinafter the "Sponsor," whose business address is , and , hereinafter the "Intern". The Sponsor and Intern agree to participate in the Department's Volunteer Internship Program ("VIP") in which the Sponsor agrees to provide training to the Intern and the Intern agrees to gather data which the Department will use to develop other programs and strategies to help unemployed individuals return to work.

Participation in the VIP is voluntary for both the Sponsor and the Intern and is governed by the following terms and conditions:

A. The Sponsor shall:

1. Provide the Intern with training for a minimum duration of 4 weeks and a maximum of 8 weeks from  to .
2. Provide between 16 to 32 hours of training per week.
3. Assign one of its employees to be the "training supervisor" to supervise the Intern.
4. Provide daily supervision, training, and guidance necessary to enable the Intern to develop work habits, interpersonal and/or job specific skills for a position as described in the DLIR Volunteer Internship Program (V.I.P.) Business Request Form, attached hereto as Exhibit "A".
5. Not use the Intern as an "employee". If the United States Department of Labor determines that the Intern is an "employee", the Sponsor will be subject to the Fair Labor Standard Act ("FLSA"). The following six factors are standard language for internship agreements and should be considered by the Sponsor in developing its training program:
  - a. The training, even though it includes actual operation of the facilities of the Sponsor, is similar to what would be given in a vocational school or academic educational instruction;
  - b. The training is for the benefit of the Intern;
  - c. The Intern does not displace regular employees, but works under their close observation;
  - d. The Sponsor that provides the training derives no immediate advantage from the activities of the Intern, and on occasion the Sponsor's operations may actually be impeded;

- e. The Intern is not necessarily entitled to a job at the conclusion of the training period; and
  - f. The Sponsor and Intern understand that the Intern is not entitled to wages for the time spent in training.
6. Not lay off or displace, reduce the hours below their normal schedule, infringe on the promotion opportunities, and/or replace the work of currently employed workers. In addition, the VIP arrangements should not impair existing contracts for services or collective bargaining agreements.
  7. Obtain written concurrence of Sponsor's participation in this VIP training from any affected union, if the Sponsor's workforce is unionized.
  8. Comply with all occupational safety and health standards established under State and Federal law at the training site.
  9. Certify that the business is in good business standing with the State of Hawaii and that all federal and state taxes owed have been paid.
  10. Notify the Department, on a timely basis, if the Intern is injured on the training site.
  11. The Sponsor is required to submit a UCBP-T2 form to the Department's Unemployment Insurance Division if the Intern fails to report to the internship on any scheduled date.

B. The Department shall:

1. Assign the Intern to the Sponsor.
2. Conduct follow-up to assess the Intern's performance and progress in the internship.
3. Consult with and obtain the assistance of the Sponsor if there is a need to resolve any problems affecting the Intern's performance.

C. The Intern shall:

1. Follow the Sponsor's rules of the training site and the instructions provided by the training supervisor.
2. Consent to release information pertaining and relevant to the VIP participation to the Department and the Sponsor representative.
3. Inform the supervisor promptly whenever he/she will be absent or tardy for training.
4. Inform his/her training supervisor about any internship-related issues and concerns.
5. Contact his/her training supervisor whenever personal circumstances, such as health, child care, or transportation affect his/her performance.
6. Receive no wages from the Sponsor while participating in the program.
7. Continue to receive unemployment insurance benefits, if eligible.
8. Complete a weekly survey form evaluating the internship and submit to the Department at the end of the internship, unless requested otherwise by the Department.

## D. Other terms and conditions.

1. The parties understand that the Intern is acting in a voluntary capacity for the State of Hawaii.
2. Compliance with Laws. The Sponsor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as may be amended from time to time, that in any way affect the Sponsor's performance of this Agreement.
3. Smoking Policy. The Sponsor shall implement and maintain a written smoking policy as required by Chapter 328J, HRS, or its successor provision.
4. Drug Free Workplace. The Sponsor shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.
5. Persons with Disabilities. The Sponsor shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the Rehabilitation Act (29 U.S.C. §701, et seq.).
6. Nondiscrimination. No person performing work under this contract, including any subcontractor, employee, or agent of the Sponsor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
7. Termination. This agreement may be terminated immediately at the request of any party or upon the failure of any party to meet the terms specified herein.
8. Reporting Requirements. The Sponsor shall complete and submit a feedback survey to the Department for evaluation purposes.
9. Governing Law. This Agreement shall be governed by the laws of the State of Hawaii.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

## DEPARTMENT

## SPONS OR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Elaine Young

Print Name: \_\_\_\_\_

Title: Administrator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## INTERN

## UNION CONCURRENCE (if applicable):

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

c: Unemployment Insurance