

**Fisheries and Marine Institute of Memorial University of Newfoundland
International Youth Internship Program
Letter of Agreement**

Between: Memorial University of Newfoundland, a body corporate, constituted and continuing under and by virtue of the Memorial University Act c. M-7, R.S.N.L. 1990 through its Fisheries and Marine Institute and being situate in the City of St. John's, Province of Newfoundland and Labrador.

(hereinafter referred to as "the Coordinator")

And: Cordelia McCrillis

(hereinafter referred to as "the Intern")

And: Nha Trang University

(hereinafter referred to as "the Host")

Internship Start Date: July, 2018

Internship End Date: January, 2019

This program is delivered by the Fisheries and Marine Institute of Memorial University of Newfoundland (MI) and is made possible thanks to Global Affairs Canada (GAC) and the Government of Canada's Youth Employment Strategy. The terms and conditions of the International Youth Internship Program are outlined in the Contribution Agreement between MI and GAC, which was signed on March 5th, 2018. This initiative is designed to provide Canadian post-secondary graduates with opportunities to gain internationally focused skills and experience, while assisting organizations in other countries, and establishing international linkages.

Under this Letter of Agreement ("the Agreement"), the parties agree as follows.

1. The Coordinator has selected Cordelia McCrillis for the Internship, with the understanding that the Intern meets the following eligibility criteria, as stipulated by GAC:
 - o The intern must be a Canadian citizen or a permanent resident and be legally entitled to work in Canada,
 - o The intern must be a post-secondary graduate with a degree or diploma program from a university, college, post-secondary school of technology, post-secondary institute or a CEGEP (collège d'enseignement général et professionnel),
 - o The intern must be between the ages of 19 and 30,
 - o The intern must not have not previously participated in IYIP.

The Coordinator undertakes to:

- Recruit and select the Intern based on the Host's requirements;
- Require the Intern to attend orientation consultation(s) provided by the Coordinator, and, after consultation with the Coordinator, orientation consultation(s) deemed necessary by the Host (if any);
- Ensure a return economy class ticket has been purchased and provided to the Intern between the Coordinator's headquarters in St. John's, Newfoundland and Labrador, Canada and the Internship location overseas;
- Ensure Emergency Medical Insurance is provided to the Intern for the duration of the Internship;
- Assist the Intern with securing applicable Visas;
- Assign a contact person to represent the Coordinator during the Internship and ensure the Host also assigns a contact person for the Internship;
- Ensure the Host assigns a workplace supervisor to provide support to the Intern on the development of a work plan and oversee the Intern's duties, activities, and work plan for the duration of the Internship (this may or may not be the same person as assigned by the Host as a contact person for the Internship);
- Assist the Host, if necessary, in developing a description of the Internship and work plan for the Intern;
- Provide, under the provisions of the program, financial resources as a monthly allowance for the period of the Internship, paid to the Intern, to cover Internship-related costs including but not limited to, meals, accommodations, local transportation and other related expenses. This allowance will be paid bi-weekly with all mandatory deductions with-held;
- Monitor and evaluate the Internship, through correspondence and possibly site visits;
- Indemnify and save harmless the Host and their employees and agents from and against all actions, claims or demands that the Coordinator may have against the Host by reason of damage and/or personal injury, as a result of, or in any way arising out of, any wilful or negligent act on the part of the Coordinator. Such indemnification shall survive termination of the Agreement.

The Coordinator reserves the right to terminate this Internship if circumstances warrant such action (e.g. Intern safety and well-being, Internship success etc.)

2. The Intern agrees to:

- Participate in the Internship under the conditions and for the duration outlined under the program and in the Internship description;
- Participate in all orientation programs and briefings required by the Coordinator and/or the Host;
- Purchase any personal protective equipment (PPE) required for the Internship and not supplied by either the Coordinator or the Host;
- Organize his/her work on the basis of a work plan which should be regularly revisited and negotiated with the Host in conjunction with the Coordinator throughout the Internship;
- Submit progress reports as specified by the Coordinator and/or the funding agency named above. Failure to meet reporting requirements in a timely and suitable manner may result in the repatriation of the Intern and even termination of the Agreement;
- Submit original receipts, in a timely fashion, for specified Internship-related costs incurred;
- Conduct himself/herself in a professional manner throughout the Internship and to treat any sensitive information that may emerge discretely and professionally. Failure to comply may result in the termination of the Agreement and repatriation to Canada, as jointly agreed between the Host and Coordinator;
- Avoid involvement in political affairs, activities and/or political advocacy while in the Host's country;
- Share information with the Coordinator and funding agency named above, on his/her Internship and subsequent employment status for up to two (2) years following completion of the Internship, including the provision of photos depicting the Intern during the Internship if requested;
- Refrain from speaking or writing on behalf of the Coordinator, Host or the Internship, to the media, either overseas or in Canada, without prior written consent from the Coordinator or Host as appropriate;
- Reimburse the Coordinator for the full cost of the airfare and other preparatory expenses if terminating the Internship without a justifiable reason and the written consent of the Coordinator;
- Indemnify and save harmless the Coordinator, Host, and GAC, and their employees and agents from and against all claims, demands, losses, costs and expenses which the Intern may sustain or incur in consequence of or arising out of or attributable to the Internship. Such indemnification shall survive termination of this Agreement;
- Indemnify and save harmless the Coordinator, Host, and GAC, and their employees and agents from and against all claims relating to death, disease, illness, injury or disability incurred by the Intern arising out of or attributable to the Internship, or to conditions encountered during the Internship, excluding negligent acts or omissions at the direction of or occasioned by the Coordinator, Host, or GAC, their agents or employees. Such indemnification shall survive termination of the Agreement;
- Indemnify and save harmless the Coordinator, Host, and GAC, and their employees and agents from and against all actions, claims, or demands that he/she may have against the Coordinator, Host, or GAC by reason of damage and/or personal injury, as a result of, or in any way arising out of, any wilful or negligent act on the part of the Intern. Such indemnification shall survive termination of the Agreement.

3. The Host agrees to:

- Provide the Intern with a full-time Internship for the agreed duration at the Host's premises, in accordance with the description and work plan agreed upon by the Coordinator;
- Provide to the Intern a contact person for the Internship and a supervisor to oversee the Intern's duties, activities, and work plan for the duration of the Internship (the contact person and supervisor may be the same person);
- Provide to the Intern a safe and supervised environment, work space, and logistical support for Internship-related duties, and to assist in locating local accommodations for the Intern for the duration of the Internship;
- Assist the Intern in securing or extending their Visa if required;
- Ensure that the Intern does not displace an employee or replace an employee who is absent due to an industrial dispute or who is on lay-off and awaiting recall;
- Allow representatives of the Coordinator or GAC (if they so request) to visit the Host's premises for the purpose of monitoring and evaluating the Intern or Internship;
- Submit brief progress reports to the Coordinator if requested;
- Report any problems with the Internship to the Coordinator in a timely manner;
- Allow use of its name for the purposes of publicizing the Internship;
- Indemnify and save harmless the Coordinator, and GAC, and their employees and agents from and against all claims, demands, losses, costs and expenses which the Host may sustain or incur in consequence of or arising out of or attributable to the Internship. Such indemnification shall survive termination of this Agreement;
- Indemnify and save harmless the Coordinator and GAC, and their employees and agents from and against all claims relating to death, disease, illness, injury or disability incurred by the Host arising out of or attributable to the Internship, or to conditions encountered during the Internship, excluding negligent acts or omissions at the direction of or occasioned by the Coordinator, or GAC, their agents or employees. Such indemnification shall survive termination of the Agreement;
- Indemnify and save harmless the Coordinator, and GAC, and their employees and agents from and against all actions, claims or demands that the Host may have against the Coordinator or GAC, by reason of damage and/or personal injury, as a result of, or in any way arising out of, any wilful or negligent act on the part of the Host. Such indemnification shall survive termination of the Agreement.

4. General

- The Intern, Coordinator and Host agree that the Intern is subject to the policies, procedures and regulations of the Coordinator and the Host during the Internship. Furthermore, in the event there is a conflict between the policies, procedures and regulations of the Coordinator and Host, the Host policies, procedures and regulations will prevail provided they do not detrimentally affect the health, safety or wellbeing of the Intern.
- The Intern, Coordinator and Host agree to take all reasonable steps to protect the confidential information of the Coordinator and/or the Host and agree that they are responsible to preserve confidentiality, in respect of all information, both written and unwritten, to which they may have access or become aware of in the course of the Internship. Confidential information will not be disclosed by either party without the express written consent of the Coordinator or the Host as owners of their respective information.
- Should either party gain access to personal information as that term is defined under *The Access to Information and Protection of Privacy Act (Newfoundland and Labrador)*, they shall ensure that such personal information is kept confidential and not used for any purpose other than the administration of the Internship, and as authorized by law. For further clarity, *The Access to Information and Protection of Privacy Act (Newfoundland and Labrador)* defines "personal information" as recorded information about an identifiable individual, including:
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,
 - (vii) information about the individual's educational, financial, criminal or employment status or history,
 - (viii) the opinions of a person about the individual, and
 - (ix) the individual's personal views or opinions, except where they are about someone else.
- By signing this Agreement, the Intern consents to the disclosure of their personal information by the Coordinator to the Host or by the Host to the Coordinator, for the purposes of administration of the Internship, and as authorized by law.

Cordelia McCallis
Intern:

April 28th, 2018
Date:

Host:

Date:

[Signature]
Coordinator:

6/22/18.
Date: