

AGREEMENT BETWEEN THE ATLANTA URBAN CORPS AND A NON-CITY OF ATLANTA AGENCY

TO: The Atlanta Urban Corps

FROM: _____ Hereafter called the "Agency"

(Name of Agency)

(Address)

Whereas the above named Agency, a public private (delete one) organization, desires to participate in the Atlanta Urban Corps, and in consideration for the assignment of Urban Corps student interns to the Agency, we do hereby agree to the following terms and conditions:

(1) The Urban Corps shall have the right to approve or reject requests for student interns submitted by this agency upon forms provided for that purpose by the Urban Corps.

(2) The Agency shall utilize such students as may be assigned to it in accordance with the specifications set forth in its written request to the Urban Corps, and shall immediately notify the Urban Corps of any change in nature of assignment, duties, supervisor, or work location.

(3) The Agency shall provide such students as may be assigned to it with a safe place to work and with adequate responsible supervision.

(4) The Urban Corps shall have the right to inspect at any time the work being performed by such students as may be assigned to the Agency, and shall have the right to interview such students and their supervisors.

(5) The Urban Corps shall have the right to require such students as may be assigned to the Agency to attend such general or special meetings, or to appear at the Urban Corps office, individually or as a group, as shall be necessary for the proper functioning of the program.

(6) In accordance with the requirements of the Federal law work performed

by such students as may be assigned to the Agency shall - - -

- a. be in the public interest;
- b. will not result in the displacement of employed workers or impair existing contracts for services;
- c. does not involve the construction, operation, or maintenance of so much of any facility as is used, or is to be used, for sectarian instruction or as a place for religious; and
- d. does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office

(7) The Agency shall require such students as may be assigned to it to submit time reports and follow such other procedures as may be established by the Urban Corps.

(8) The Urban Corps shall have the right to remove any student assigned to the Agency from said assignment and from the Agency at any time for any reason without prior notice, and the Urban Corps shall not be obligated to replace said student.

(9) The Agency warrants that it is in compliance with the provisions of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252).

(10) The Agency shall indemnify, protect and hold harmless the Atlanta Urban Corps and the City of Atlanta from all claims, causes or actions which may result from the assignment of students to the Agency.

((11)a. The Urban Corps shall be deemed the employer for purposes of this agreement, with the ultimate right to control and direct the services of such students as may be assigned to the Agency. The Agency's rights shall be limited to the direction of the immediate details and means by which the result is to be accomplished.

(12)a. The Urban Corps shall be wholly responsible for securing the compensation of such students as may be assigned to the Agency, except that the Agency shall become fully liable for such sums as may be due to provide the proper compensation in the event that the Agency, either knowingly or unknowingly, violates any applicable provision of law or the terms of this agreement.

(12) b. The Agency shall pay to the Urban Corps thirty (30) per cent of the gross compensation earned by such students as may be assigned to the Agency, in accordance with the below provisions.

The Agency shall, upon receipt of written notification of the amount due, advance to the Urban Corps an amount equal to thirty (30) per cent of the anticipated gross weekly compensation of such students as are assigned to the Agency, multiplied by the number of weeks the students are expected to work. This thirty (30) per cent shall be used as the Agency's share of the intern's earnings, Workmen's Compensation costs to the Urban Corps, and overhead and administrative costs of the Urban Corps and the City of Atlanta. The Agency shall, upon written request of the Urban Corps, provide such additional funds as may be required to provide the requisite thirty (30) per cent of the actual gross compensation payable such students, where the amount previously advanced by the Agency proves inadequate. The Urban Corps shall, within sixty (60) days after the termination of work of such students as were assigned to the Agency, return to the Agency such of its funds as were not required under the terms of this Agreement. Remittance to the Urban Corps shall be made payable to the City of Atlanta, Urban Corps account.

Dated this _____ day of _____ 19_____.

For the Agency:

Authorized Signature

Title

Based upon the statements and affirmations made by the Agency through the above document, the Urban Corps hereby agrees to the assignment of students to said Agency, in accordance with said document and the applicable laws and regulations.

Dated

Signature of Authorized Urban Corps
Official

Title