

Golden LEAF Rural Internship Initiative Internship Site Agreement

This Internship Site Agreement (“Internship Site Agreement”) is made between The Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc. (“Customer”), Kelly Services, Inc. (“Kelly”) and _____ (Internship Site).

1. Assignment of Payroll Service Employees. Kelly will place individuals as determined by Customer and the Internship Site on Kelly’s payroll as Kelly payroll service employees (known as “Payroll Services”) to perform services on behalf of the Internship Site under Internship Site’s operational supervision.
2. Employment Relationship with Kelly Payroll Service Employees. As the provider of Payroll Services, Kelly will be the employer of record for Kelly payroll service employees (“Payroll Service Employees”) assigned to Internship Site and will be responsible for the services listed below.
3. Internship Site will be responsible for controlling the environment in which Kelly Payroll Service Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below. Customer, as the payment agent and facilitator of the Payroll Services, will be responsible for payment and other responsibilities below.

A. Kelly’s Responsibilities. Kelly will:

1. Assure that Kelly Payroll Service Employees and Internship Sites complete the Kelly hiring process and related requirements of Customer and determine if candidates meet Kelly hiring requirements;
2. Assign each Payroll Service Employee retained for Payroll Services to an Internship Site on an exclusive basis;
3. Require Kelly Payroll Service Employees to adhere to Customer’s Expense and Travel policies and procedures if applicable to their assignment and require the employee’s understanding of the requirements in writing;
4. Pay Kelly Payroll Service Employees for all hours worked;
5. Provide workers’ compensation benefits and coverage for Kelly Payroll Service Employees;
6. Pay or withhold payroll taxes and individual income taxes and pay insurance premiums and fulfill its obligations for unemployment compensation as legally required;
7. Maintain Kelly Payroll Service Employees’ personnel and payroll records related to their employment by Kelly;
8. Comply with laws, rules or regulations applicable to providers of staffing services;
9. Require Kelly Payroll Service Employees to agree in writing to protect the confidentiality of Internship Site’s proprietary information;
10. Require Kelly Payroll Service Employees to execute agreements that Internship Sites may request with regard to intellectual property developed by them in performance of their work for Internship Sites;
11. Require Kelly Payroll Service Employees to acknowledge in writing that they have no right to participate in Internship Site’s employee benefit plan;
12. Require Kelly Payroll Service Employees to comply with all rules and policies of Internship Sites (e.g., those relating to confidential information access and security);
13. Require Kelly Payroll Service Employees to read and sign the Assignment Acknowledgment Form if applicable;

14. Make legally required employment law disclosures to Kelly Payroll Service Employees; and
15. Initiate a Background Screening per the Internship Site's requirements and pass through the costs for Unfavorable results.

Customer may arrange to review Kelly's records as necessary to confirm that Kelly is performing these services. Customer agrees to maintain the confidentiality of records it reviews.

B. Internship Site Responsibilities. Internship Sites will:

1. Provide Kelly with all information and documentation necessary to complete the required personnel and payroll records;
2. Establish and communicate to the Kelly Payroll Service Employees any procedures with respect to their assignment and establish reasonable procedures for the timely submission and approval of hours worked;
3. Establish and communicate to the Kelly Payroll Service Employee their schedule as it relates to their assignment;
4. Provide Kelly with immediate notice of any injury suffered by a Kelly Payroll Service Employee;
5. Use the Kelly Payroll Service Employees only in assignments that match the job descriptions for which Kelly assigns them;
6. Notify Kelly promptly when the assignment/employment of a Payroll Service Employee has ended;
7. Provide adequate internal controls, supervision, and instructions for the Kelly Payroll Service Employees, and be responsible for their conduct including when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;
8. Be responsible for any security breaches, unauthorized access, inappropriate or non-productive information system usage, data corruption, confidentiality breaches or other types of losses related to the use of or access to Internship Site information systems;
9. Review and approve, by signature or electronic means, a record of time worked by Kelly's Payroll Service Employees. Internship Site will also designate a representative to approve the record. If an Internship Site representative is unavailable, Kelly's representative responsible for the Internship assignment (or other Kelly representative authorized by Internship Site), may approve the record on Internship Site's behalf.
10. Be responsible for the conduct of its own officers, employees, and agents; and
11. Comply with duties imposed on it by law, rule, or regulation.

C. Customer Responsibilities:

1. Be responsible for any security breaches, unauthorized access, inappropriate or non-productive information system usage, data corruption, confidentiality breaches or other types of losses related to the use of or access to Customer information systems;
2. Be responsible for the conduct of its own officers, employees, and agents;
3. Comply with duties imposed on it by law, rule, or regulation;
4. Approval of Time Worked. Customer agrees to review and approve, by signature or electronic means, an invoice from Kelly reflecting time reported by the Internship Sites to be worked by Kelly's Payroll Service Employees. Customer will also designate a representative to approve the invoice. Kelly and Customer acknowledge that Internship Sites will have direct knowledge and oversight of the hours worked by Kelly's Payroll Service Employees. Kelly and Customer will use reasonable efforts to develop a procedure to secure approval by each Internship Site a record of hours worked by Kelly payroll services employees;
5. Payment Terms. As payment agent for this Internship Site Agreement, Customer shall pay Kelly for all services invoiced 30 days from invoice date.

Insurance Including Workers' Compensation Coverage. Kelly will maintain during the term of this Internship Site Agreement at least the following types and limits of insurance or other coverage:

Workers' compensation on the Kelly Temporary Employees, in amounts no less than required by law; and 2. Employer's liability insurance with a limit of US\$1,000,000 or its local currency equivalent.

Kelly will provide Customer and Internship Sites with certificates of this insurance coverage upon request.

Billing.

1. Invoices. Kelly will invoice Customer on a bi weekly basis for services performed by Payroll Service Employees at agreed upon markup over employee's hourly pay rate.
2. Internship Site and Customer understand and agree that in the event Kelly is not paid by Customer for Services, this Internship Site Agreement may be terminated by Kelly as set forth below.
3. Taxes. Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate adjustments.
4. Customer agrees that Payroll Service Employee hourly pay rate will be adjusted by KELLY annually and, additionally, to reflect increases in wage and/or related tax, benefit, and other costs as the result of any legislative change, agency guidance, or determination, order or action by or under any applicable governmental authority, insurance or benefit program (including, but not limited to, increases in costs for KELLY to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. KELLY will also adjust pricing for changes in sales, use, VAT, or gross receipts taxes. Such increases will be applied retroactively, if necessary. In addition, Customer agrees to be responsible for any adjustments to wages or benefits required relating to work performed subject to the Service Contract Act.
5. Overtime. KELLY Payroll Service Employees are paid overtime if KELLY determines overtime pay is legally required. Unless legally required, KELLY will not approve overtime rates for KELLY payroll services employees. Overtime rates will be calculated by applying to KELLY's bill rate the same overtime multiple as KELLY is required to apply to the KELLY Payroll Service Employee's pay rate.

Record Of Time Worked. Internship Site agrees to review and approve, by signature or electronic means, a record of time worked by Kelly's Payroll Service Employees. Internship Site agrees that it will not allow Interns to work overtime. Internship Site will also designate a representative to approve the record. If an Internship Site representative is unavailable, Kelly's representative responsible for the Internship assignment (or other Kelly representative authorized by Internship Site), may approve the record on Internship Site's behalf. Kelly and Customer can audit Internship Site's records involving Payroll Service Employees and any time recording records upon reasonable notice.

Indemnification.

1. Kelly shall indemnify and hold harmless Internship Site from losses, damages, causes of actions, demands, suits, liabilities, and costs (including reasonable costs and attorney's fees) (collectively, "Claims") resulting from (i) the material breach of Kelly's obligations under this Internship Site Agreement; (ii) Kelly's failure to comply with any applicable laws and regulations or the like related to this Internship Site Agreement; and (iii) any unauthorized access to, use or disclosure of, or reasonably suspected access to or use or disclosure of any Confidential Information while in the possession of Kelly including a data breach. Internship Site shall indemnify and hold harmless Kelly and Customer from losses, damages, causes of actions, demands, suits, liabilities and costs (including reasonable costs and attorney's fees) resulting from (i) the material breach of Internship Site's obligations under this Internship Site Agreement; (ii) Internship Site's failure to comply with any applicable laws and regulations or the like related to this Internship Site Agreement; and (iii) any unauthorized access to, use or disclosure of, or reasonably suspected access to or use or disclosure of any Confidential Information while in the possession of Internship Site including a data breach.
2. Customer shall indemnify and hold harmless Kelly from any infringement to third parties' intellectual property rights (directly, by inducement or otherwise) with respect to any claim of intellectual property infringement caused by Customer's use of a work product that is based upon, is a derivative of, combines with existing

materials not supplied or approved by Kelly.

3. Internship Site and its affiliates shall indemnify and hold harmless Kelly from any infringement to third parties' intellectual property rights (directly, by inducement or otherwise) with respect to any claim of intellectual property infringement caused by Internship Site's use of a work product that is based upon, is a derivative of, combines with existing materials not supplied or approved by Kelly.
4. To obtain indemnification, the Indemnified Party shall provide the Indemnifying Party with (i) prompt written notice of any Claim (but in any case within ten (10) days of the Indemnified Party's knowledge thereof), (ii) control of the defense or settlement thereof, and (iii) information and reasonable assistance in such defense or settlement. The Indemnifying Party may settle a claim without the Indemnified Party's consent only if the Indemnified Party is not required to incur any liability or expense as a result of such settlement. The Indemnified Party, at its own expense, has the right to employ its own counsel and to participate in any manner in the defense against any Claim for which indemnification is available under this Section.

Limitation Of Liability. As commercial parties intending to establish a mutually beneficial payroll service relationship, Kelly, customer, and internship site each acknowledges that the following limitations form an essential part of their agreement. Kelly's entire liability to customer or internship site will not exceed proven direct damages or \$10,000 per occurrence, whichever is less. Neither Kelly, internship site nor customer will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this internship agreement regardless of the basis of the claim.

Term. This Internship Site Agreement will continue in force until thirty days after the conclusion of the Kelly Payroll Services Employee's position at the Internship Site. Kelly may terminate this Internship Site Agreement for non payment following written notice to both other parties in the event of nonpayment if the nonpayment remains uncured for (i) a period of ten (10) days following written notice or (ii) more than twice in any billing period. Additionally, any of the parties may give thirty days' written notice of termination for convenience as well. Termination of this Internship Site Agreement will end the Payroll Service relationship, but this Internship Site Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination. The Term of this Internship Site Agreement may be renewed or extended by mutual written agreement of the parties.

Notices. Notices or communications required by this Internship Site Agreement must be in writing and mailed (including electronic transmission) to the person indicated in the signature block below.

Independent Contractor. Nothing in this Internship Site Agreement makes any party an agent, partner, or joint venturer of any other party.

Governing Law. The laws of Michigan will govern this Internship Site Agreement, without regard to its conflicts of laws rules.

Force Majeure. No party will be responsible for failure or delay under this Internship Site Agreement because of force majeure events or other causes beyond its control.

Severability; Waiver. The invalidity or unenforceability of any provision of this Internship Site Agreement shall not affect the validity or enforceability of any other provision of this Internship Site Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Internship Site Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

Entire Agreement. This Internship Site Agreement (including any attachments) contains all of the terms between Customer, Internship Site, and Kelly on the subject of payroll services for the jobs and locations specified; it replaces all prior agreements and representations on the subject. Modifications to this Internship Site Agreement must be in writing and signed and dated by all parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Internship Site Agreement.