



REAL TIME INTERNSHIP PROGRAM

"Paving the Way for the Future"

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Transportation Foundation of Los Angeles (TFLA), is a non-profit organization providing qualified, highly motivated, low to moderate income students valuable professional and technical hands-on work experience.

WHEREAS, the _____ is an eligible entity and desires to participate in an internship and mentoring program with the TFLA; and

WHEREAS, the internship program is designed to provide qualifying students an opportunity to get practical work experience in preparation for professional employment

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the TFLA and the Company hereby agree as follows:

THE TRANSPORTATION FOUNDATION OF LOS ANGELES

1. The TFLA shall recruit students who are second semester juniors, seniors, graduate students and Ph.D. candidates with a minimum 3.0 GPA and provide the Company with resumes, GPA verification and essays of students that meet the Company's specified job description; and
2. The TFLA shall carry the payroll, and invoice the Company on a monthly basis. The terms of this Agreement shall become effective the date of execution by the Company or the date of execution by the TFLA, whichever occurs later, and shall terminate when the Real Time Internship Program has been completed.

THE COMPANY

1. Company shall interview potential interns and make the final hiring selection of the student most qualified for the position;
2. Company agrees to assign a mentor to the intern;
3. The Company and the intern shall coordinate a part time or full time work schedule;

4. Company agrees to submit to the TFLA an Internship Assignment, which outlines project/work assignments to be completed by the intern during the internship program;
5. The Company shall be responsible to provide the intern with work assignments, which offer professional growth;
6. The Company shall submit a copy of a mid-term Performance Appraisal to the TFLA after the intern's completion of 250 hours of work;
7. The Company retains the right to terminate or extend the intern's employment at any time prior to conclusion of the internship and promptly report to the TFLA any change in the intern's employment status;
8. Company agrees to pay \$20.00 per hour to TFLA which covers the intern's salary, benefits, and administrative fee;
9. Company agrees to pay the monthly invoice for the Real Time Internship Program upon receipt.
10. Upon the student's successful completion of the internship assignment, the Company shall consider providing the student/intern a letter of recommendation;
11. The Company may permanently hire the intern at any time after the completion of a six-month internship assignment, provided that the intern has graduated, and upon Company's payment of a \$1,000 hiring fee to TFLA to cover the initial cost of recruitment and processing.

For the purpose of this Agreement, Real Time Internship Program completion is defined as the time at which all agreed upon responsibilities have been completed, unless this Agreement is terminated earlier as provided herein.

1. Notice required by this Agreement shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid by Company _____, to the TFLA at, 2615 S. Grand Ave., Suite 100, Los Angeles, CA 90007, Attention: Tamiko Hirano. Notice shall be deemed given on the date of deposit in the mail.
2. This Agreement shall not be amended, nor any of its terms waived, except as agreed in writing by the TFLA and the Company.
3. This Agreement constitutes the entire understanding between parties, with respect to the Real Time Internship Program.

4. In the event that there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies herein, the prevailing party shall be entitled to its costs and expenses including reasonable attorney's fees.
5. This Agreement is exclusive to the Real Time Internship Program subject only to the terms and conditions agreed to herein.
6. The occurrence of any one or more of the following shall constitute a default by Company under this Agreement: (1) Company fails to comply with the terms, conditions and responsibilities contained herein, or (2) Company makes changes to the Real Time Internship Program without TFLA's prior written consent.
7. The occurrence of any one or more of the following shall constitute a default by the TFLA under this Agreement: (1) TFLA fails to comply with the terms, conditions and responsibilities contained herein, or (2) TFLA makes changes to the Real Time Internship Program without Company's prior written consent.
8. In the event of default by Company, TFLA shall have the following remedies: (1) TFLA, at its discretion, remove any and all Real Time Internship Program interns working for the Company, (2) TFLA shall invoice the Company for all remaining program charges including default fees in the amount of \$500 per intern, and (3) TFLA may deem this agreement terminated. The remedies described herein are non-exclusive. TFLA shall have the right to enforce any and all of TFLA's rights and remedies described herein or which are available by law.
9. In the event of default by TFLA, Company shall have the option to terminate this agreement and terminate any Real Time Internship Program interns.
10. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes, including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this agreement.
11. Company shall not assign this Agreement, or any part thereof, without written consent and prior approval of the TFLA, and any attempt to do so shall be void and unenforceable.
12. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

13. All Attachments to this Agreement are incorporated herein and by this reference made a part thereof.

14. The terms of this agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

IN WITNESS HEREOF, by their signatures below, the parties execute this agreement with all formalities required by law.

The Transportation Foundation of Los Angeles

_____ Date: _____
William J. Hoston, President/CEO

_____ Date: _____

Company

Address

City / State / Zip

Phone / Fax / Email