**Section I** – **Qualifying Conditions –**

**THIS IS A BINDING AGREEMENT**

This agreement clarifies the manner in which the Stipend Recipient will be compensated while participating in an internship funded through CHOP Research Institute.

1. The training is for the benefit of the Stipend Recipient.
2. The Stipend Recipient does not displace regular employees, but works under their close observation.
3. The employer hosting the Stipend Recipient derives no immediate advantage from the activities of the student Stipend Recipient.
4. The Stipend Recipient is not entitled to a job at the conclusion of the training period.
5. The Stipend Recipient will receive a stipend based upon achievement of the specific learning outcomes established for the internship. This stipend does not constitute direct payment in the form of wages or other remuneration for the activities performed by the Stipend Recipient at CHOP Research Institute. The stipend will be paid out in increments for participation in the internship and /or at the completion of the assignments on the due dates specified in the signed agreement.
6. Stipend Recipients understand that this agreement is not a contract for employment.
7. Stipend Recipient is not entitled to worker’s compensation and unemployment benefits.
8. Stipend Recipients acknowledge that their participation in this activity is elected by them and not required.
9. Stipend Recipients understand that they will not be compensated for assignments not completed, even if circumstances outside their control make it impossible to complete the internship.
10. The timeliness and proper completion of the *Checklist,* including the educational goals to justify the stipend request, will directly affect the timeliness of the final approval date and disbursement.
11. For purposes of process, the client’s start date must be a Payroll Monday.
12. *Stipend are not categorized as payments for work, since no employment relationship is created by a stipend. Taxes are not deducted from the stipend checks and W-2’s are not issued.*
13. ***CHOP reports all stipend payments to the Internal Revenue Service as taxable income.***
14. *The Stipend Recipient is responsible for all local, state, and federal tax reporting/requirements associated with the stipend payment (s).*
15. *Unpaid interns can download their stipend earnings via Workday, Compensation.*

***I AGREE to the terms set forth in the qualifying conditions of this agreement.***

***Stipend Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_***

***Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_***

***PI’s Designee (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_***

 ***PLEASE PROVIDE THE OFFICIAL END DATE OF STIPEND INTERNSHIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

If the educational goals **change**, contact Kaila Gammon at gammonk@email.chop.edu to discuss creating a new agreement or how to appropriately amend the original agreement.

The federal Fair Labor Standard Standards Act (FLSA) requires employers to pay non-exempt employees minimum wage and overtime compensation. However, the U.S. Department of Labor has created a special classification for interns who may receive a nominal stipend for work without being classified as employees. In order to determine if the present situation qualifies as such an internship under FSLA, circle the appropriate response to the questions below:

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | The training the Stipend Recipient receives during the internship, even though it includes actual operation of the facilities of the employer, is similar to what would be offered in a vocational school and base on manual, practical or technical activities | [ ]  YES | [ ]  NO |
| 2 | The primary benefit of the training/internship is for the Stipend Recipient | [ ]  YES | [ ]  NO |
| 3 | The Stipend Recipient does not displace regular employees, but works under close observation | [ ]  YES | [ ]  NO |
| 4 | The employer derives no immediate advantage from the activities of the Stipend Recipient and, on occasion, may actually have its operations impeded by the Stipend Recipient | [ ]  YES | [ ]  NO |
| 5 | The Stipend Recipient is not guaranteed or entitled to a permanent job at the conclusion of the training period | [ ]  YES | [ ]  NO |
| 6 | The employer and the Stipend Recipient understand that the Stipend Recipient is not entitled to wages for the time spent in the internship | [ ]  YES | [ ]  NO |

**Section II – Educational Goals –** State the educational goals of the internship, job-specific skills to be acquired, and practical introductory experience to be gained (attach additional pages if necessary).

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**Section III – Tasks and Responsibilities –** State specific tasks and responsibilities that the Stipend Recipient will have. An internship is for educational purposes and a Stipend Recipient may not serve as a substitute for a paid research employee position (attach additional pages if necessary).

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**Section IV – Performance Feedback –** State how the Principal Investigator (PI) and staff plan to provide performance feedback to the Stipend Recipient (attach additional pages if necessary).

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**Section V – Educational Opportunities –** Describe the other educational opportunities that will be made available to the Stipend Recipient, for example, shadowing PIs in other labs, rotating throughout the lab to learn skills in different areas, attending lectures, preparing a report of goals attained at the conclusion of the internship (attach additional pages if necessary).

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**Section VI – Student and Stipend Level** – Stipends are paid with no tax withholdings. ***CHOP is responsible for reporting stipend payment information to the Internal Revenue Service (***[***www.irs.gov***](http://www.irs.gov)***) or to the appropriate government agency (may be applicable to Foreign Visitors)*.**

Taxable income is any money received in the form of money, property, or services and is generally taxable unless it is specifically exempted by law. Per the IRS, "a stipend is defined as a fixed sum of money paid for services or to defray expenses. The fact that remuneration is termed a "fee" or "stipend" rather than salary or wages is immaterial.”

***Note***: No tax is deducted from stipend checks. ***You are responsible for both State and Federal tax reporting***.

Stipends are not categorized as payments for work, since no employment relationship is created by a stipend. W-2's are not issued. Stipend interns can access their earnings via Workday > Compensation. This electronic database allows applicants to print their current stub and yearly stipend earnings.

**\***This information reflects CHOP's good faith understanding as to the scope and applicability of pertinent statues and regulations. Nothing in this document relieves a recipient from his/her personal duties to settle all lawfully imposed tax liabilities.

**Complete Information Below:**

**DISCLOSURE: The stipend levels listed below can be modified based on the specific terms, length and duties of the internship/assignment.**

High school student (enter # of months)      x $1,000 month      total

College student (enter # of months)      x $1,500 month      total

Graduate student (enter # of months)      x $2,000 month      total

Workday Five-Digit Accounting Unit

Activity #

Start Date

End Date

Research Business Manager (RBM) Approval Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***NOTE: Your RBM must confirm/approve fund availability prior to approval of any stipend request*.**

**Section VII – Certifications** – By signing below, I certify that the responses fairly and accurately reflect the nature of the internship. My signature also confirms that I understand the following:

* This form will be reviewed to ensure that this is an educational internship and meets the FSLA factors.
* Approval is required before the internship can begin.
* The Stipend Recipient cannot start at CHOP until all appropriate clearances (e.g., FBI, Child Abuse, etc.) are completed.

If approved, my signature also serves as acknowledgement that Stipend Recipient is undertaking an educational experience, is not is not an employee of CHOP, is paid stipend not a wage, and is not guaranteed employment at the end of the internship.

PI Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name of PI ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_

Stipend Recipient Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Stipend Recipient \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section VIII – NTP Department Approvals: \_\_\_\_\_ Approve \_\_\_\_\_ Disapprove**

For questions regarding this checklist, contact Kaila Gammon at gammonk@email.chop.edu or at 215-590-0563.