



# **Standard Agreement**



# What should I do with the Standard Agreement?

- 1. The original copy of this Agreement must be retained by the Host Organisation and an original copy must also be provided to Department of Social Protection (DSP) on request.
- 2. The Intern must also be given a copy.
- For all JobBridge interns who are under the age of 25, an original copy of the Standard Agreement must also be provided to Department of Social Protection (DSP).
  A copy of this Standard Agreement for under 25s must be kept for 3 years from the December of the year an Intern finishes a placement.
- First Steps- Youth Developmental Internship– If the internship is being offered under this programme, you <u>must also sign and complete Page 8</u> of this Agreement.
- 5. Any changes that are made to the Standard Agreement during the internship should be reflected on Page 9 of this document. A new copy of the Agreement should be signed and kept by both parties and an original copy of new version provided to DSP.



# **Standard Agreement**

# **BETWEEN:**

Organisation Name:	
0	(Hereinafter referred to as "Host Organisation")
Address:	
and	
Jobseeker Name:	
	(Hereinafter referred to as "the Intern")
Address:	



### 1. Confirming the Jobseeker's Eligibility

The Standard Agreement can only take effect if the eligibility of the individual to participate on the Internship scheme has been confirmed by the Department of Social Protection.

### 2. Duties/Responsibilities

The Host Organisation will offer valuable work experience to the Intern in line with the internship placement advert.

### 3. Management of Internship Placement

The Host Organisation will assign a staff member with direct responsibility for managing the internship placement and completing monthly compliance checks and end of placement details.

Name: \_\_\_\_\_

Contact Details:

### 4. Developmental Work Experience

The internship placement will provide valuable work experience, and the Intern will be provided with the opportunity to develop skills and competencies in the following areas (Please tick the relevant box as appropriate):

Word	Excel Power	rPoint	Outlook		Other	
If 'Other', pleas	e specify					
Personal Effec	ctiveness					
Flexibility	Time Management		Professionalism	n 🗌	Reliability	
Initiative	Planning/Organising		Commitment/Dri	ve 🗌	Other	
If 'Other', pleas	e specify					

JobBridge National Internship Scheme

Communication Skills
Writing Presentation Telephone Meetings Other
If 'Other', please specify
Management Skills
Coaching Managing people Problem Solving Other
If 'Other', please specify
Interpersonal Skills
Teambuilding Customer Service Dealing with management Other
If 'Other', please specify
Additional skills/competencies (Please specify, as appropriate)
5. Location of the Internship Placement

The internship will take place at: \_\_\_\_\_



### 6. Duration of Internship Placement

The placement can be for either 26 weeks (six months) or 39 weeks (nine months) duration. **(See Appendix 1- Internship)** 

Proposed start date:\_\_\_\_\_ Proposed finish date:\_\_\_\_\_

Actual Start date: \_\_\_\_\_ A

Actual finish date:\_\_\_\_\_

### 7. Hours of Work

The Intern must be in attendance within the specified hourly limits of the Scheme, i.e. between 30 – 40 hours per week. (See Appendix 1 – Internship Week)

Hours of work:\_\_\_\_\_Days of work:\_\_\_\_\_

### 8. Payment to Interns

Interns will be paid an Internship Allowance which comprises of their existing Department of Social Protection payment and a top-up of an additional €52.50 per week. (See Appendix 1 – Payment to interns)

### 9. Absences

The maximum cumulative sick leave permissible over the course of an internship is 2 weeks, i.e. 10 working days. (See Appendix 1- Absences)

### **10.Leave Arrangements**

**Annual Leave –** Interns will be entitled to all Public Holidays and 1.75 days annual leave for each month that they participate on the National Internship Scheme.

### **11.Notice Period**

Under this Agreement, both parties are allowed to terminate the placement early, but <u>one</u> <u>week's written notice must be given by either party.</u>

### **12.** Supporting the Intern

The Host Organisation will assign a mentor to the Intern for the duration of the internship

Mentor Name and Contact Details: \_\_\_\_\_



### **13.** Terms and Conditions

By signing this agreement, I declare that I have read and understood the Terms and Conditions as set out in **Appendix 1** of this document, and agree to adhere to these conditions for the duration of the internship placement.

#### Signatures to the Agreement

If the Jobseeker wishes to accept this offer, please ensure that two copies of this Standard Agreement are signed. The Intern must keep one copy. For all interns under 25 years of age an original copy must be held by the Host organisation for 3 years from the December of the year an intern finishes a placement

I,	_confirm on behalf	of the Hos	st Organisation that the
terms and conditions of this Agreemen	t will be adhered to		
	$\bigcirc$		
Circular Daholf of Llast Organization		Data	
Signed on Behalf of Host Organisation		Date	
I, Jobseeker Name:			confirm that I
will adhere to the terms and conditions	of this Agreement		
Signed by Jobseeker		Date	

#### **Data Protection Statement**

The Department of Social Protection will treat all information and personal data you give us as confidential. However, it should be noted that information may be exchanged with other Government Departments / Agencies in accordance with the law.



### FIRST STEPS-YOUTH DEVELOPMENTAL INTERNSHIP

The First Steps-Youth Developmental Internship scheme is part of JobBridge, the National Internship Scheme and is being used by the Department of Social Protection as a means of activating and supporting young unemployed people aged 18-24. The European Commission is providing co-funding to this scheme for participants under 25 years. The scheme is being backed jointly by the Youth Employment Initiative (YEI), the European Social Fund (ESF) and the Department of Social Protection on an equal funding basis

All of the terms and conditions as outlined in this Standard Agreement will also apply for First Steps- Youth Developmental Internship scheme except for the below:

An **Internship week** is a four day week with one day reserved for job search, training or to avail of other identified supports.

A standard internship <u>working week will range from 20-30 hours per week</u>. To be agreed between Host Organisation and the Intern.

**Non-attendance**, poor timekeeping etc. will be dealt with by the mentor and the Intern's case officer.

Suitable (certified where possible) **training**, identified by the Host Organisation in conjunction with the link DSP case officer, must be delivered by the Host Organisation to the Intern over the course of the internship. The focus is on participant-centred learning.

Signed on Behalf of Host Organisation

Date

Signed by Intern

Date



Ireland's European Structural and Investment Funds Programmes 2014-2020

Co-funded by the Irish Government and the European Union



EUROPEAN UNION

Investing in your future European Social Fund



An Roinn Coimirce Sóisialaí Department of Social Protection Helping you build a better life



Any changes to the Standard Agreemen	nt must be agreed and reflected here:
Signed on behalf of Host Organisation:	
Date:	//
Signed by Intern:	
Date:	_/_/



National Internship Scheme

### Appendix 1

### **Definitions**

**Internship Scheme** – The aim of JobBridge, the National Internship Scheme is to assist in breaking the cycle where jobseekers are unable to get a job without experience, either as new entrants to the labour market after education or training or as unemployed workers wishing to learn new skills. The Scheme will also give people a real opportunity to gain valuable experience to bridge the gap between study and the beginning of their working lives.

**Host Organisation** – Organisations providing internship opportunities and participating in the Scheme are referred to as 'Host Organisations'.

The Host Organisation must be a legal entity and/or a charity recognised by the Revenue Commissioners (with a CHY number).

**Internship** – a 6 or 9 month work experience opportunity delivered under the National Internship Scheme.

Individuals may avail of a maximum of 3 JobBridge internships, however, the total cumulative time spent on the scheme cannot exceed 18 months (78 weeks). An Intern will not be permitted to do more than one internship with the same company. The maximum duration of an individual internship is 9 months (39 weeks).

**Intern** – An Intern is a person who is availing of an internship under the National Internship Scheme. They are not an employee of their respective Host Organisation as stated in Section 16 of the Social Welfare and Pensions Act 2011.

A person who is engaged by another person to carry out work or perform any duty or service pursuant to a placement under the National Internship Scheme shall, for the purposes of any enactment or rule of law (other than the Tax Acts and the Safety, Health and Welfare at Work Act 2005), be deemed not to be an employee of the other person or to carry out such work or perform such duties pursuant to a contract of service.

**Internship Allowance** refers to the payment an Intern will receive while participating in the Scheme. The Intern will receive an allowance equivalent to their current Social Welfare (SW) allowance plus an additional €52.50 per week for the duration of the internship.

**Internship week-** will range from 30 – 40 hours per week. To be agreed between Host Organisation and the Intern.

In the case of First Steps-Youth Developmental Internship scheme Internships, the range is 20 – 30 hours per week, over 4 days.



### TERMS AND CONDITIONS

### 1. Confirming the Jobseeker's Eligibility

The Standard Agreement can only take effect if the eligibility of the individual to participate on the Internship scheme has been confirmed by the Department of Social Protection. The Host Organisation must log-on to register the selected potential Intern and then download the Eligibility (UP51C) Form and give it to the individual.

Individual in receipt of Jobseekers Allowance/ Jobseekers Benefit/ Jobseeker Transition Payment/ One Parent Family Payment or Signing for Social Insurance Contribution Credits you must take the eligibility (UP51C) form to their local Intreo Centre or local Social Welfare office for completion.

Individual in receipt of Disability Allowance must post the Eligibility (UP51C) Form with the completed DIR PMT1 form (DIR Form <u>http://www.welfare.ie/EN/Forms/documents/eft.pdf</u>) to Social Welfare Services, Department of Social Protection, Ballinalee Road, Longford, Co. Longford for completion.

Individual in receipt of Blind Persons Pension/ Deserted Wives Allowance/ Deserted Wives Benefit/ Widow's, Widower's or Surviving Civil Partner's contributory/non-contributory Pension must post the eligibility (UP51C) form with the completed DIR PMT1 form ((DIR Form <a href="http://www.welfare.ie/EN/Forms/documents/eft.pdf">http://www.welfare.ie/EN/Forms/documents/eft.pdf</a>) to Social Welfare Services, Department of Social Protection, College Road, Sligo.

Once eligibility is confirmed, the Social Welfare Intreo Office/Social Welfare Services returns (for eligible clients only) the completed form to JobBridge for processing.

Clients who are ineligible will have the form(s) returned to them by the Intreo Centre/ Social Welfare Services and the client must notify the Host Organisation that they are ineligible to participate on JobBridge.

Commencement on the internship is dependent on the Department of Social Protection confirming the individual's eligibility.

Once eligibility has been confirmed, the Host Organisation will receive an e-mail confirmation that the placement may commence.

### 2. Duties/Responsibilities

The Host Organisation will offer valuable work experience to the Intern in line with the internship placement advert.

### 3. Management of Internship Placement

The Host Organisation will assign a staff member with direct responsibility for managing the internship placement and completing monthly compliance checks and end of placement details.



### 4. Developmental Work Experience

The internship placement will provide valuable work experience to the Intern. It's important that the Intern has the opportunity to gain valuable work experience and learn a variety of skills.

### 5. Location of the Internship Placement

The location of where the internship will take place should be clearly outlined.

### 6. Duration of Internship Placement

The placement can be for either 26 weeks (six months) or 39 weeks (nine months) duration. The start date (Monday) must be <u>no more than 2 weeks</u> from the date that Host Organisation must log-in and add an Intern (to allow for processing of Intern's eligibility, etc.)

The proposed start and finish dates should be inserted accordingly.

The Host Organisation will be notified by e-mail when the Intern can start. Then the Host Organisation must log-on and input the <u>actual</u> start date. If this is different to the proposed start date, please amend this Agreement to reflect actual dates and provide a copy to the Intern.

### 7. Hours of Work

The Intern will must be in attendance within the specified hourly limits of the Scheme (no less than 30 hours per week, no greater than 40 hours per week). The Intern's hours of work shall not exceed those of a Full-Time employee.

In the case of First Steps-Youth Developmental Internship scheme placements, the hours of attendance should be no less than 20 hours per week, and no greater than 30 hours per week. These should be completed over 4 days.

# Failure to comply with the above may affect the Host Organisation's future participation in the scheme.

The Intern is entitled to a minimum daily rest period of 11 consecutive hours in every 24 hour period.

The Intern is entitled to at least one rest break during working time each day. The Intern should not be required to work additional time to make up time spent on rest breaks. The Intern is entitled to a break of at least 15 minutes after a 4  $\frac{1}{2}$  hour work period. If the Intern works more than 6 hours at a time they are entitled to a break of at least 30 minutes, which can include the first 15-minute break. Breaks at the end of the working day do not satisfy these requirements.

The Intern is entitled to a minimum weekly rest period of 24 uninterrupted hours.

In cases where Interns may be engaged in evening work, they must not perform heavy or dangerous work for longer than 8 hours in any 24 hour period.

The Intern should be allowed time to attend interviews, and to visit their Local Social Welfare Intreo Office in order to facilitate their job seeking activities.



### 8. Payment to Interns

Interns will be paid on a weekly basis by the Department of Social Protection. Interns will be paid an Internship Allowance which comprises of their existing Department of Social Protection payment and a top-up of an additional €52.50 per week.

No Host Organisation top-up contributions will be allowed.

<u>Out of pocket expenses</u> - There is nothing to prevent a Host Organisation reimbursing an Intern for expenses incurred as part of the internship. However, expenses should not be provided for normal activities such as travel to and from the main location of the internship.

The Department of Social Protection are not liable for any expenses arising from an internship – either in respect of the Intern or the Host Organisation (other than the payment of the Internship Allowance). All payments will be made by Department of Social Protection via Electronic Fund Transfer into the Intern's bank account.

### 9. Absences

Any absences should be treated in accordance with the Host Organisation's existing HR policies.

The maximum cumulative sick leave permissible over the course of an internship is **2 weeks** (**10 working days**). Where an Intern has exceeded this limit, the Host Organisation shall terminate this internship immediately. It is the responsibility of the Host Organisation to record all sick leave. Failure to comply with the above will mean that the Host Organisation will not be entitled to offer further placements under the Scheme.

#### **10. Leave Arrangements**

**Annual Leave –** Interns will be entitled to all Public Holidays and 1.75 days annual leave for each month that they participate on the National Internship Scheme. All annual leave must be taken during the course of the internship placement period, and interns will not be financially compensated for any leave which they neglected to take while on the JobBridge Scheme.

### 11. Notice Period

Under this Agreement, both parties are allowed to terminate the placement early, but <u>one</u> week's written notice must be given by either party.

### 12. Supporting the Intern

The Host Organisation must assign a mentor to the Intern for the duration of the internship, to provide the following:

- ongoing support
- to be a point of contact for the Intern throughout the internship
- provide an induction



QE National Internship Scheme

- ensure the opportunity to learn/apply skills in the workplace described below is available to the Intern
- they may also provide formal mentoring (see Toolkit on (<u>www.jobbridge.ie</u>)

In organisations where a formal mentoring system exists, Interns should be included in this process

The mentor's name and contact details should be clearly outlined.

### 13. Terms and Conditions

The Terms and Conditions for participation on the JobBridge Scheme must be read in full by both the Host Organisation and the Intern, before they agree to same and sign the Standard Agreement form.

### 14. First Steps -Youth Developmental Internship

If the internship placement is taking place under the First Steps-Youth Developmental Internship scheme element of the JobBridge Scheme, **Page 8 of the Standard Agreement** should be completed and signed accordingly.

### 15. Changes to Standard Agreement

Any changes made to the Standard Agreement during the course of the internship, should be reflected on **Page 9** of the agreement form.

### **16. Monthly Compliance**

The purpose of compliance checking is to ensure that internships are proceeding in accordance with the rules of the Scheme. The Host Organisation <u>must</u> undertake the following:

- When the Intern actually commences the Scheme the Host Organisation must log-on and input the actual start date (Monday) this is required so that the Department of Social Protection can process payments of the internship allowance.
- Log-on and complete an on-line monthly Compliance check.

### Failure to do this may affect payment of the internship allowance to the Intern

# Failure to comply with the above will mean that the Host Organisation will not be entitled to offer further placements under the scheme.

### 17. Early Completion of Placement

The Host Organisation must log-on and enter the finish date as soon as the internship has finished.

The Intern must notify their local Social Welfare Office as soon as the placement is terminated.



### 18. Completion Returns

On completion of the placement, the Host Organisation must log-on and do the following:

- Provide a Statement/reference for the Intern that will detail the professional development/learning outcomes the Intern had acquired over the course of the placement as well as other standard reference related data (see Appendix 2).
- Complete an Evaluation Form this will be forwarded by JobBridge Policy Unit.
- State the finish reason for the internship.

#### Failure to comply with the above will mean that the Host Organisation will not be entitled to offer further placements under the Scheme.

### 19. Legal Requirements

The Host Organisation must be fully compliant with current workplace Health and Safety and all other legal requirements. The Host Organisation's Public/Employers Liability insurance and Motor insurance, if applicable, will cover any internships on the programme. The Internship must be in accordance with the Code of Practice on Sexual Harassment and Harassment at Work

(http://www.equality.ie/Files/Code%20of%20Practice%20on%20Sexual%20Harassment%20 and%20Harassment.pdf)

Section 16 (3) of the Social Welfare and Pension Act 2011 states that participants engaging on the National Internship Scheme shall for the purposes of any enactment or rule of law (other than the Tax Acts and the Safety, Health and Welfare at Work Act 2005), be deemed not to be an employee of the Host Organisation.

Selection of the Interns is carried out by the eligible Host Organisation who is actively reminded of promoting equality and prohibiting discrimination in internship on nine grounds as defined in the **Employment Equality Acts 1998-2011** and the Equal Status Acts 2000-2012. The nine grounds are gender (including gender identity), family status, civil status, sexual orientation, age, disability (including mental health), race (including skin colour, ethnicity and nationality), membership of the Traveller community, religion (including non-religious belief).

Host Organisations are also reminded that they must provide reasonable accommodation for people with disabilities and to ensure equality through preferential treatment or positive measures which promote equality of opportunity for people who may be disadvantaged because of their circumstances, or to cater for their special needs.

### 20. Garda Vetting for Interns

The Host Organisation has responsibility to ensure that the appropriate process is applied to placements that require Garda Vetting. Interns must agree to comply with requests for Garda Vetting where necessary in accordance with the Host Organisation's policy on Garda Vetting.



### Appendix 2

# **REFERENCE TEMPLATE**

### Reference template: Section 1

Should include contact information and the connection between the Intern and the referee:

Intern Name:	
Internship Title:	
Name of Referee:	
Job title of Referee:	
Host Organisation Name:	
Working relationship with the Intern	
(manager, supervisor, mentor):	
Internship Start and Finish Dates:	

# Reference Template: Section 2

This section should include factual data from the internship - main duties and responsibilities with reference to the Developmental Work Experience Agreement above:

Use the table below as a guide to areas that you can include in this section:

Skills	learned / practiced during the internship
GENE	RIC SKILLS:
	Basic fundamental skills (prose/document literacy, numeracy, computer
	literacy)
	People related skills (communication, team work, customer service,
	presentation)
	Conceptual skills (problem solving, creativity)
•	Other
TDANO	
	FERABLE SKILLS
	Management
	Project management
•	ICT
•	Languages
•	Other
TECHN	IICAL SKILLS
•	Specific Software Packages
•	Specific Equipment
•	Other
OTHER	R (Please Specify):



## Reference Template: Section 3

- Attendance record
- Time keeping record

### Reference Template: Section 4

May include the following:

- Work performance how well the Intern performed on a daily basis?
- Team work/ability to work with others how well did the Intern interacts with others?
- Flexibility did the Intern demonstrate a willingness to take on new tasks and new knowledge?
- Attention to detail did the Intern absorb all relevant job information and avoid making mistakes?
- Enthusiasm for work did the Intern demonstrate good work behaviours/ethos?

### Reference Template: Section 5

A key statement is whether you would be willing to hire the person. A prospective employer may be influenced greatly by this.

### Reference Template: Section 6

State if you are willing to further discuss the performance of the Intern. Provide contact information.