



Agreement for Entry Upon the Boeing Company's Property and Use of its Facilities and Equipment for Unpaid Internship Programs

The (Name of School) (individually the "District" and collectively the "Districts") have requested, and Boeing El Segundo/Seal Beach/Anaheim/Huntington Beach Engineering ("Boeing Engineering") has agreed, to permit selected named students, in their capacity as students from high schools in the Districts named above, to enter upon certain property of Boeing, namely the facilities of The Boeing Company, located at 950 N. Sepulveda Blvd. in the City of El Segundo and 5301 Bolsa Ave. in the city of Huntington Beach, and to use certain Boeing buildings and equipment located thereon for the purpose of participating in an unpaid internship program, subject to the terms and conditions specified in this agreement. Boeing Engineering and the Districts may be referred to herein collectively as the "Parties".

1. DESCRIPTION OF THE FACILITIES TO BE USED AND THE ACTIVITIES TO BE ENGAGED IN BY THE STUDENTS. The Parties anticipate that the students will carry out activities pursuant to this agreement in the Engineering, Customer Support, Business Operations, People and other administrative organizational units of Boeing Engineering in administrative locations designated by Boeing Engineering. The Parties further anticipate that the student activities contemplated by this agreement will include experiences in supporting the administrative and technical functions in organizations such as Human Resources, Customer Services, Engineering, Facilities and Business Operations. These activities will demonstrate and teach organizational skills, time management, self-discipline and basic computer capabilities. Experience and insight will be gained in interacting with others in a business environment, decision-making, and meeting deadlines and expectations of others.

The purpose of the activities contemplated by this agreement is: (1) to allow students to become familiar with the self-discipline and independent abilities required in performing basic administrative, engineering support and other customer oriented activities, and (2) to allow Boeing Engineering the opportunity to benefit from having

the students gain first-hand exposure to the business world and, in particular, the aerospace industry.

In accordance with the Training Agreement, Boeing Engineering Program Representatives will work with High School Program Representatives designated by each District at the high school with students participating in this internship program.

2. PERIOD OF AGREEMENT. The effective date of this agreement is **June 1, 2021, and will end on August 31, 2022**. The Parties contemplate that the students' period of attendance at Boeing, for the activities set forth above, will be for 8 weeks during the summer. Student time will be scheduled, assignments made and work groups established based on mutual agreement of the Parties. The Parties agree that Boeing Engineering may, in its sole discretion, discontinue the activities

contemplated by this agreement at any time. In addition, "At any time Boeing, in its



sole discretion, may remove a student from the intern program and deny them further access to Boeing facilities".

3. **WAIVER, INDEMNIFICATION AND INSURANCE.** Each District agrees to indemnify and hold Boeing harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, which arise out of or relate to the participation of the District's students in activities contemplated or authorized by this agreement, whether or not such claims or losses result from the negligence of the District. The foregoing shall not apply to the extent such claims or losses result from the negligence of Boeing.

District assumes no responsibility whatsoever for property placed on Boeing's sites, unless that property is owned by Boeing, and unless that property is damaged by the negligence of the District. District agrees to indemnify and hold Boeing harmless against and from any and all workers' compensation claims brought by any student against Boeing, except workers' compensation claims that arise out of the negligence of Boeing.

For the purposes of all indemnity and hold harmless agreements stated herein, the negligence of any student of the District will be imputed solely to the District, and not to Boeing.

Each District agrees to provide and maintain liability insurance in the amount of one million dollars (\$1,000,000) per occurrence, and to obtain and present to The Boeing Company written proof that The Boeing Company is named as an additional insured under the District's liability insurance coverage. The nature and extent of each District's insurance coverage shall be subject to Boeing's prior approval. The coverage will insure all indemnity and hold harmless obligations herein, as well as other liabilities arising out of the District's performance of this agreement. The District agrees to maintain such coverage in full force in effect throughout the term of the agreement.

District agrees to waive all rights of subrogation against Boeing.

4. **REPRESENTATIONS.** Districts represent that the named students are pursuing courses of study at any participating District high school during the regular academic school year. The Parties agree that the named students participating in the activities set forth in paragraph 1 above will not be employees of Boeing, nor will they be eligible for any Boeing Company benefits, privileges or rights of employment.
5. **PROPRIETARY INFORMATION.** Districts will inform students that they may be exposed to confidential and proprietary information that is not available to the general public ("Proprietary Information"). Proprietary Information may include observed processes, plant layouts, equipment, trade secrets, improvements,

know-how, capacity information, staffing or other proprietary or sensitive knowledge. Proprietary Information must be safeguarded by students and not disclosed to any third party.

6. APPLICABLE LAW. This agreement will be construed, and the performance thereof

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will be determined, according to the laws of the State of California without reference to its conflict of law provisions.

7. SCHOOL DISTRICT. The Districts will provide staff oversight of the student activities and the general organization and implementation of the internship.

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8. MISCELLANEOUS. Students must adhere to Boeing's mandatory mask policy and physical distancing requirements while on Boeing property.

9. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between

the Parties respecting the subject matter hereof, and upon its execution, there will be no other agreements, understandings, conditions or representations, either oral or written, affecting such subject matter. This agreement may be amended or changed only by a written document of even or subsequent date, executed by the Parties' authorized representatives.

The Boeing Company:

Name of Firm: The Boeing Company Company Representative

Signature:

Company Representative Print Name:

Company Representative Title:

Date:

School District:

School District:

High School:

School District Representative Signature:

School District Representative Print Name: _ School District

Representative Title:

Date: