



## Internship Agreement

(Full name of student)

This agreement (“Agreement”) between the Trustees of the California State University on behalf of California State University Channel Islands (“University”) and

(“Internship Site”) sets forth the priorities

(FULL name of Internship Site)

and responsibilities of the University and Internship Site, as they relate to the *student's self-procured internship, for which the student will receive academic credit.*

This Agreement will become effective upon its execution by both Internship Site and University, for the specific period beginning on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, or until terminated by either party after giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the Internship Site will not be effective against any participating student until the Student has completed the internship term or as mutually agreed upon by the parties.

In consideration of the mutual promises and conditions set forth below, the University and the Internship Site agree as follows:

### **I. PRIORITIES**

#### **A. Meaningful Learning Experience**

1. The Internship Site will provide the University's student with a student-focused learning experience that also meets the stated needs of the Internship Site.
2. The Internship Site and the University will meet as necessary to facilitate a mutually beneficial experience for all involved or at the request of any of the parties involved.
3. Prior to the start of an internship, the Internship Site will provide University with an accurate and complete written description of the student's tasks and

responsibilities. University will be responsible for disseminating such description to students, as appropriate. The Site will also provide the resources necessary for student to complete these duties in a timely and efficient manner.

4. The University will work closely with the Internship Site to meet the expectations and priorities of the Internship Site.

## **B. Safe and Productive Learning Environment**

1. To achieve its desire to provide a safe and productive environment for the University's students, the Internship Site will:

- a. Give student a tour of the relevant facilities at the internship site.
- b. Inform student of all relevant safety policies and emergency procedures.
- c. Discuss with student the reasonably foreseeable risks associated with the internship site and the tasks and responsibilities the students have been assigned.
- d. Ensure that student will not be required or permitted to drive any vehicle as part of their internship activities or assignments.
- e. Notify the University's Risk Management office at (805) 437-8846 as soon as is reasonably possible of any injury or illness to a student participating in a learning activity offered by the Internship Site.
- f. Determine if a student must be fingerprinted. If fingerprinting is necessary, the Internship Site will obtain the fingerprints, request criminal background clearance from the appropriate agency(ies), and maintain the confidentiality of any results as required by federal or state law.
- g. Determine if a student must have a Tuberculosis (TB) test. If TB testing is required, the Internship Site will arrange for a TB test and maintain the confidentiality of any results as required by federal or state law.

2. The Internship Site may dismiss a student if the student violates its standards, mission or goals. The Internship Site will document in writing its rationale for terminating a student and provide the University with a copy of the rationale.

## **II. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE INTERNSHIP SITE**

**A. Site Supervision.** Prior to the start of the internship, the Internship Site will inform student of who will be responsible for his/her supervision and safety while on site. The supervisor will meet with the student as necessary to facilitate the student's learning

experience and professional development, provide support, and review progress on assignments and activities. The supervisor will communicate as necessary (twice per semester recommended) with the University staff or faculty member who assigned the internship. If the supervisor is absent, the Internship Site will identify an alternate supervisor.

**B. Training and Orientation.** The Internship Site will provide student with specific training needed prior to his/her working with clients or providing service. The Internship Site will provide student with an orientation, which should include an introduction to staff, a description of the characteristics of the Internship Site's operations and clients, and information detailing where student is to check-in and how student should log his/her time.

**C. Work Space.** Student will have an appropriate space at the Internship Site in which to conduct their assigned work. The Internship Site will provide access and training for any and all equipment necessary for students to fulfill their service role.

**D. Evaluation.** The Internship Site supervisor will fill out survey(s) regarding the performance of the student if requested by the University.

**E. Position Description.** The Internship Site will develop a position description for each internship opportunity. Unless approved by the University, clerical or non-professional tasks may consist of no more than 20% of the student's total responsibilities.

**F. Training and Reflection.** The University will provide an orientation for student regarding the responsibilities set forth in Section I and will provide opportunities for student to reflect upon the experience of working at the Internship Site.

### **III. GENERAL PROVISIONS**

#### **A. Insurance**

1. The Internship Site will maintain General Liability Insurance, comprehensive or commercial form, with at least a \$1,000,000 minimum limit for each occurrence and at least a minimum limit of \$2,000,000 General Aggregate; Workers' Compensation Insurance covering its employees at statutory minimum levels; Employer's Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence; and Automobile Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence. This insurance must be placed with insurers with a current A.M. Best rating of no less than A: VII. The Internship Site will provide evidence of insurance upon request.
2. The University has elected to be self-insured for its General Liability.
3. University warrants that it carries student professional liability insurance covering University and students enrolled in required, credited coursework with a reputable insurance company which insures the perils of general liability, professional liability and educators errors and omissions liability (excluding premises coverage),

with limits of at least one million (\$1,000,000) each occurrence.

**B. Indemnification.** University shall defend, indemnify and hold Internship Site and its directors, officers, employees, agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this Agreement, but only in proportion to and the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts or omissions of University, its directors, officers, employees, or agents.

Internship site shall defend, indemnify and hold University and its directors, officers, employees, agents and students harmless from and against any and all liability, loss expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this Agreement, but only in proportion to and to the extent of such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts or omissions of Internship Site, its directors, officers, employees, or agents.

**C. Independent Status.** The parties, in the performance of this Agreement, will act in an independent capacity and not as officers, employees or agents of the other. While each party may (or may not ) be required under the terms of this Agreement to carry Workers' Compensation Insurance, the parties are not entitled to unemployment or Workers' Compensation benefits from the other.

**D. Status of Students.** Student participating in an internship is not an officer, employee, agent or volunteer of the University.

**E. Governing Law.** This Agreement will be construed in accordance with, and its performance governed by, the laws of the State of California.

**F. Assignment.** Without written consent of either party, this agreement is not assignable by either party either in whole or in part.

**G. Alteration and Integration.** This Agreement may not be altered unless both parties agree in writing. No oral understanding or agreement not incorporated in this Agreement is binding on either party.

**H. Endorsement.** Nothing contained in this Agreement may be construed as conferring on either party any right to use the other party's name(s) as an endorsement of a product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Moreover, nothing in this Agreement may be construed as endorsement of any commercial product or service by the University, its officers or employees.

**I. Survival.** Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this agreement survive expiration or earlier termination of this agreement.

**J. Severability.** The parties agree that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, that provision will be omitted from this Agreement. However, the balance of the Agreement will remain in full force and effect.

**K. Fair Labor Standards Act and Displacement of Organization Employees.** Student participating in an internship may not perform services that would displace or replace regular employees of the Internship Site.

**L. Nondiscrimination.** During the performance of this Agreement, the parties and their subcontractors may not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.

**M. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

**N. Notices.** Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

INTERNSHIP SITE:

(Name of Faculty Advisor/Sponsor)

(Full Name of Internship Site Contact)

California State University Channel Islands  
One University Drive  
Camarillo CA 93012

(Address of Internship Site)

Phone:

(Advisor/Sponsor Phone)

Phone:

(Site Contact Phone)

**O. Student Healthcare.** If required, student will provide Internship Site with evidence of adequate healthcare insurance coverage prior to commencement of the student's work at Internship Site.

**P. First Aid.** Internship Site will provide reasonable first aid in the event of an injury, but in no circumstances shall Internship Site be financially or otherwise responsible for medical care or treatment. Student is encouraged by the University to obtain personal health care coverage.

**Q. Access and Compliance to Policies and Procedures.** Internship Site will provide access to student all applicable Internship Site policies and procedures, rules and regulations.

**R. Dissemination of Information.** University will not, without Internship Site's prior written consent, publish or otherwise disseminate any documents, advertising, promotion, report, article, research piece or any information which mentions or otherwise reasonably identifies Internship Site or which uses any language from which a relationship between Internship Site and University may, in the reasonable judgment of Internship Site, be inferred.

**S. Removal of Students.** Internship Site shall have the right to refuse to permit any students to participate in the internship at any time, with or without cause. Internship Site shall notify University and University shall immediately remove from Internship Site any student who, in the judgment of Internship Site, is not satisfactorily meeting the requirements of the internship by, for example, failing to comply with relevant Internship Site policies, being disruptive of Internship Site operations, or posing a danger or potential danger to the health, safety, or well-being of Internship Site personnel, clients, customers, patients, prospective patients, employees or other individuals. Student is not an Internship Site employee and therefore, none of the grievance procedures applicable to employees of the Internship Site shall be applicable to student whose participation in an internship position has been discontinued.

**T. Students in Good Standing.** Student participating in the internship must at all times remain a student in good standing of University. University and Internship Site agree that student is present at Internship Site to participate in activities and assignments that are of educational value to student.

**U. Debarment.** University certifies to Internship Site under penalty of perjury, that University has not been convicted of a criminal offense related to health care and is not currently debarred, excluded or otherwise ineligible for participation in federally funded programs. Further, University certifies that it does not currently, and will not at any time during the term of this agreement, employ or subcontract any of University's obligations under this Agreement to any individual or entity that is debarred, excluded or otherwise ineligible for participation in federally funded programs. University agrees to notify Internship Site in writing immediately of any threatened, proposed or actual conviction relating to health care, or any threatened, proposed or actual debarment or exclusion from

participation in federally funded programs. Any breach of this section of the Agreement by University shall be grounds for immediate termination of this Agreement by Internship Site.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written above.

**CALIFORNIA STATE UNIVERSITY  
CHANNEL ISLANDS**

(FULL name of Internship Site)

By:  
Procurement & Contract Services

By:  
Authorized Signatory

Printed Name & Title

Printed Name & Title

Date

Date