

RISK MANAGEMENT GUIDELINES FOR ACADEMIC INTERNSHIPS

References

Executive Order 849, California State University Insurance Requirements

General

An internship is a temporary student job integrating academic study and practical experience, taken for academic credit, for the purpose of enhancing academic, personal and professional development and preparation. Internships may involve hazards to students and create liability for the University. To help ensure a safe and productive internship and minimize University liability two written agreements (described below) are recommended. These agreements specify University, student and internship provider responsibilities and expectations.

Risk management for academic internships should generally follow procedures similar to the service learning model. In summary, a student placement agreement between the internship site and CSUCI must be developed that assigns responsibilities to each party and transfers risk and liability to the internship site. The agreement, the insurance and hold harmless language is required by Executive Order. In addition, a separate participation and consent agreement, signed by the student, defines and documents responsibilities of the student. Under these agreements the University must work with the internship site, evaluate the suitability of potential internship locations and ensure that students are appropriately oriented to their responsibilities.

Student Placement Agreement

An agreement must be developed between the University and the internship site that specifies the responsibilities of each party. When students work for an external entity the University is not in a position to supervise or control the work conditions, thus workers' compensation and liability insurance should be provided by that external entity. The agreement should also generally specify how the internship can be made safe, meaningful and productive. Following is a link to a sample [Internship Placement Agreement](#) (PDF, 170KB) that meets these requirements and is compliant with requirements of Executive Order 849 and Academic Senate Policy 03-17.

Note that University agreements and contracts are only valid if executed by authorized University officials (at this time only the President, Vice President of Finance and Administration and the Purchasing office may execute University contracts).

Placement and Consent Form

Another written agreement (internal to Campus) should describe and document the duties and responsibilities of the student involved in the internship. The agreement should contain rules

regarding student behavior and a student release of liability. Following is a link to a sample [Placement and Consent Form](#) that contains these recommendations.

Other Recommendations

CONSULTING WITH INTERNSHIP PROVIDER

The University must confer with the internship provider as necessary to determine if the University can meet the expectations and priorities of the internship site. In addition, the University should determine the suitability of the internship for our students.

ORIENTATION

The University must ensure that an orientation is provided for internship students including information on any known hazards of the internship and how to mitigate them. The orientation should also include a review of the student's responsibilities (ethical and professional behavior, getting training as required, following internship site rules, completion of assigned tasks, confidentiality).

TRANSPORTATION

Please remember that transportation involves significant risks and therefore the University should not reimburse for travel or otherwise be involved in arrangements for transportation. Students are responsible for getting to and from internship locations.

IF INTERNSHIP PROVIDER WILL NOT ACCEPT LIABILITY

Typically, when the internship is a paid position the employer will provide workers' compensation and liability insurance and indemnify the University. However, there may be situations when an internship provider will not agree to these contract conditions.

There is the possibility, if an internship involves known hazards and the internship provider refuses to accept liability, that a written internship agreement will not be possible. In that case the University should consider not allowing academic internships with that provider. Please contact the Environment, Safety, Risk Management office (X8847) with any questions or concerns.

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