

# **The Internship Agreement: Recommendations and Realities**

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## **INTRODUCTION**

More and more universities, students, and cooperating site organizations are embracing the student internship experience. As stated in a *USA Today* article on August 20, 2001, "[i]n today's tight labor market, even firms hard hit by the [economic] slowdown are offering programs for students so they can locate good hires once the economy rebounds" (Armour, 2001, p. 1B). The National Association of Colleges and Employers reports that "[m]ore than 60% of companies plan to maintain or increase hiring of students for internship and similar short-term assignments" (*Id.*).

Approximately 75% of all students completed an internship in the 1990s versus 2% of students in 1980. Between 1990 and 1995, there was a 37% increase in student intern opportunities nationwide (Gregory, 1998). Moreover, in the academic disciplines of sport management, exercise science, and recreation, the successful completion of an internship is a common academic course requirement.

The internship is a valued experience with potential benefits for all, including students, faculty, the university, and the site organization. However, there is uncertainty surrounding the legal responsibility assumed by various participants within the internship experience. Two common concerns focus on when either (a) the student is injured while working at the internship site and/or (b) the student intern is alleged to be at fault for injuring another while performing assigned responsibilities. As a result, the internship agreement is a significant tool in framing the nature of the relationship, defining terms,

stating conditions, and communicating the expectations of the parties relative to the internship experience.

The purpose of this article is to recommend language that should be included within an internship agreement that can serve to ameliorate subsequent disputes among the participants while maintaining successful partnerships for the future. Twenty-four categories of recommended topic areas and related discussions are addressed in subsequent paragraphs. The attachment at the end of the article provides a sample internship agreement incorporating the issues discussed below.

### 1. Parties to the Agreement.

A contract represents an agreement between two or more persons to act (or not act) in a particular manner. While a contract can be based on an oral understanding, written agreements provide a better indication of the express intent and mutual understandings of the parties involved. Language within the internship agreement should clearly identify the student intern, site organization, and the university as the three parties to the internship agreement. The following explanations can be used in developing these definitions:

*Student Intern:* Typically this refers to a paid or unpaid student completing work at a site organization. The intern must be a *current* student (a) enrolled in the university and (b) completing a degree program in the respective department (e.g., Department of Kinesiology and Sport Studies, Department of Health, Physical Education, Recreation, and Dance).

*Site Organization:* The site organization is the sport organization or recreational entity under whose supervision the student intern will be completing the internship requirements. The name of the particular site organization, its legal status, address, and other contact information should be clearly identified in case there is more than one organization of the same name. Although an employee of the site organization serves as the representative responsible for communicating with the student intern and the university representative or faculty advisor, the organization itself is the party to the contract.

*University:* Similar to the site organization, it is the university itself that serves as a party to the agreement. Often, the signature representing the university is that of an individual removed from the department and

removed from the role of academic advising and curriculum supervision. For example, the individual with authority to sign may be the university's general counsel, college dean, academic vice president, or the university president him/herself. The student intern's faculty advisor and/or department chairperson usually do not have authority to enter into an agreement that is contractually binding upon university. Instead, the faculty advisor serves as a liaison between the student intern and the site organization. The faculty advisor may sign the contract as one who oversees the agreement and facilitates curriculum planning, defines student objectives and evaluation, and recommends execution of the agreement to those with authority to sign for the university, but not as a party to the contract itself.

## 2. Term of Agreement.

As may seem very obvious, it is important to clearly and unequivocally define the exact length of the agreement (i.e., August 27 - December 23, 2002). This is especially important in situations where a student secures an internship at a place he or she currently works, or the student continues to work at the site beyond the semester in which internship credit is received. The actual agreement can only be valid during a period of time wherein the student receives academic credit for the internship experience or the student fulfills some other academic requirements. Work arrangements prior to or beyond the specified time should be covered by a separate agreement between the student and the site organization alone, and do not involve the university. A simple clause specifically defining the length of time that the student will be an intern with the site organization ensures that each party understands the duration of the relationship as an educational experience and that the site organization does not expect the student intern to work beyond the predefined length of the internship.

## 3. Responsibility for Obtaining the Internship.

The specific department within the university and the faculty advisor may collect information on potential internships, and may make this information available to students within the particular academic program. Although the faculty advisor or department may provide guidance and consultation regarding available intern opportunities, the ultimate responsibility for selecting the site organization lies with the student. It is the student's responsibility to research the site selected, observe the environment, and assess the "fit" between the student and what the site organization is offering.

The internship agreement should then make clear that the student voluntarily selected the particular site organization for the internship. In this way the university can avoid potential claims from students who eventually find that the internship is not what they originally expected.

#### 4. Status of the Student Intern.

While performing the internship the student intern will assume different roles in relation to the other two parties to the agreement, the site organization and the university.

##### *Within the Site Organization*

The status of the student intern as either an employee or non-employee (i.e., volunteer, trainee) is important in defining the responsibilities assumed by the parties involved. For example, workers compensation benefits, disability benefits, minimum wage laws, overtime pay, and coverage under other employment legislation (e.g., state and federal discrimination statutes) can all be influenced, in part, by the status of the intern.

Although the site organization may choose to use the term "volunteer" or "trainee" when referring to the student intern, there is sound legal basis for the intern to challenge this designation claiming that regardless of the terminology he or she is an employee of the site organization. Several courts have provided guidance for determining whether the student intern is an employee of the site organization. The United States Court of Appeals for the District of Columbia Circuit in *Spirides v. Reinhardt* (1979) demanded a "consideration of all of the circumstances surrounding the work relationship" when ascertaining between an individual's employee and non-employee status (p. 831; *see also Reich v. Parker Fire Protection District*, 1993). Moreover, according to the Fourth Circuit in *Haavistola v. Community Fire Co. of Rising Sun* (1993), individuals can be considered employees without the receipt of direct compensation if other benefits are received. Significant benefits received by an unpaid student intern include the "indispensable work experience, academic credit, the opportunity to audition for a job, and valuable employer references" (Ortner, 1998).

Although each situation will be different in the majority of sport management situations the student intern best fits the legal definition of a site organization's employee - he or she is not merely a volunteer or trainee. Factors influencing the intern's designation as an employee include hours worked, wages earned, indirect benefits received (e.g., employer references,

career-related referrals), discretionary decision making power, and actual benefit to the ongoing operations of the organization.

The actual designation of the student as volunteer, trainee, or employee is a serious concern for the site organization. However, the specific legal parameters of these designations are beyond the scope of this analysis. In general the site organization must be aware that the terminology used is not as important as the actual job performed by the intern. A site organization that acknowledges the potential reality that the student intern may be classified as an employee can best protect itself by acquiring insurance or workers' compensation protection for the intern.

### *Within the University*

Language within the intern agreement should make clear that the internship represents an academic relationship. While there may be debate as to whether a student's receipt of academic credit for work performed is some sort of university payment for employment purposes, this receipt of credit should not force the relationship between the student and the university to rise to the level of employment. All language inferring an employment relationship between the university and the student intern should be avoided. As mentioned above, an employer-employee relationship is accompanied by significant potential legal responsibility. The university's role should remain that of academic supervision (e.g., evaluation, educational objective goal setting) and intervention as appropriate within the internship. The student, who may be in an employment relationship with the site organization, is still merely a student at the university.

## 5. Internship Compensation.

Another very important consideration is the potential compensation the student intern will receive during the internship and the possible legal ramifications this will imply.

### *University's Expectations*

Language clearly stating that the university will not financially compensate the student intern for hours worked, travel, uniforms, or other expenses can deter future misunderstandings. In fact, to avoid financial misunderstandings language should be included stating that the student intern is expected to pay the tuition and fees per credit hour of internship enrollment as required by the university. It is also prudent to include language clarifying

that the university offers no financial compensation to the site organization for their assistance with, or provisions made for the internship experience (e.g., time, travel, dress codes). This can be particularly important when the site of the internship is not in the same state as the university itself.

Still, in order to complete the contractual agreement the university must also represent that the student will receive academic credit upon completion of the internship requirements. This credit can be seen as a form of consideration that fulfills the university's obligations in the contract itself.

### *Site Organization Obligations*

Monetary and/or non-monetary compensation paid to the student intern by the site organization remains within the discretion of the site organization. If the intern is to be paid, market supply and demand will in part dictate the amount of money the site organization is willing and able to pay the student intern. Those site organizations providing positive career opportunities in an attractive geographic market tend to pay student interns a lesser amount than those sites with less geographic or professional appeal.

The site organization may also be unwilling to pay the student intern in order to preserve and support the perceived sanctity of non-employee status and the related savings in worker's compensation, tax, insurance, and other related benefits. As mentioned above, the organization must understand that even if the student intern is not literally paid any monetary amount, some courts may still determine that the intern is an employee of the site organization, at least for the length of the internship. This may open the site organization up to potential worker's compensation, tax, and insurance related liability.

Regardless of the potential benefits offered, there must be clear language included within the internship agreement that spells out the exact benefits that the student intern will receive. In addition, if the intern will not receive any form of compensation there should be a clause indicating this within the agreement. This language will help the student intern avoid developing unfounded expectations as to the potential benefits of the internship beyond the experience itself, and will be a clear indication of exactly what benefits the site organization will provide during the relationship.

## 6. Internship Learning Objectives.

There must be a clause within the internship agreement that specifies the exact learning objectives - the purpose for the internship experience itself. In accordance with its academic requirements, the university should develop this

purpose. The university should also consult with the specific site organization supervisor so as to specify within the agreement the expectations the site organization has for the student intern.

The agreement may actually make reference to university regulations and standards, and may incorporate the site organization's mission statement or comparable document to ensure that the student intern understands exactly what type of organization he or she will be interning with, and what he or she can expect to get out of the experience. By including a clause that explains the purpose and objectives of the internship itself, the student intern will be better able to judge whether the particular internship is right for them.

#### 7. Student Adherence to Site Organization Policies and Procedures.

Although the site organization supervisor has the responsibility for informing the student intern about organizational policies and procedures, it is also necessary to include a separate and specific clause within the agreement stipulating that the student intern must abide by these same policies and procedures. The student intern must (a) be aware of the policies and procedures, (b) possess a full understanding and appreciation of how the policies should be enacted in practice, (c) have a chance to ask the site organization supervisor questions related to the policies and procedures, with the concomitant expectation that sufficient answers will be provided to them, and (d) sign the agreement voluntarily indicating a willingness to comply with the site organization's policies and procedures and specifically indicating that they have read and understood them.

The organization may wish to literally attach its policies and procedures to the agreement and refer to them by specific reference within the agreement in order to ensure that the student intern has a chance to review these policies and procedures and can adapt their behavior to what is expected from the site organization. However, once the student voluntarily signs the agreement the site organization should be protected from claims by the student intern that he or she was never informed of these policies and procedures. In the end, this type of voluntary consent should lead to a relationship wherein the site organization and the student intern have a well-defined, positive, educational, and professional experience.

#### 8. Internship Supervision.

The internship agreement must clearly define the role of the individual selected by the site organization as the internship supervisor. This supervisor is responsible for on-site supervision of the student intern; orientation of the

student intern to the site organization's policies and procedures; verification that the internship is in accordance with the actual student learning objectives found in the agreement; and assurance that the internship experience complies federal and state prohibitions against discrimination, organization-specific policies on dating relationships, grievance procedures, due process protections, and the hierarchical structures within the organization.

It is also beneficial to add language to the internship agreement indicating the site organization's responsibility for providing the student intern with the necessary tools to successfully complete the defined objectives. For example, depending on the situation, the student intern should be equipped with an appropriate work space, lighting, telephone, computer hardware and software, supplies, etc., to effectively perform assigned responsibilities.

### 9. Faculty Advisor Responsibilities.

Although not directly supervising the day-to-day performance of the student intern the faculty advisor serves an important role. The faculty advisor must insure that the entire internship experience is in line with the academic goals and requirements of the university and specifically of the particular degree program. A faculty advisor should meet with the student intern and be in ready communication with the site organization supervisor during the period of the internship to monitor the experience. Common problems may include, a lack of communication between the intern and supervisor, an insufficient amount of work provided to the student intern during the internship period, and the intern being relegated to job responsibilities that were not originally part of the internship agreement. The faculty advisor must facilitate communication between both groups in order to avoid these types of problems.

The advisor also must be a person the student can talk to when there are problems he or she does not feel comfortable bringing to the site organization supervisor. Often, due to problems in communication or false expectations the student intern may not feel that the internship is a good fit. The faculty advisor should listen to these concerns, and if warranted speak to the site organization supervisor or help the student intern find another internship.

Finally, as will be discussed in the next section, the faculty advisor is responsible for the actual evaluation of the internship experience and the assignment of a grade or other measure of performance for the student's work as intern.



## 10. Internship Evaluation.

The site organization representative, student intern, and university faculty advisor should all have input in determining the student intern's final grade. However, the *final* grade determination is an academic function that must be retained and made by the university faculty advisor identified as the student's instructor of record.

Confusion can arise when a site organization supervisor reports a high grade for the intern, for example an "A," although the student intern failed to submit the necessary paperwork or projects as required by the faculty advisor. To avoid this problem, clear language indicating the faculty advisor's role as the individual determining the student's final grade is necessary.

In addition, the agreement should include language that defines what the student intern will be evaluated for. For instance, the evaluation and eventual academic grade may be made up of (1) the site organization supervisor's evaluation, (2) a required internship log of experiences or a paper written about the student intern's experiences, and (3) a certain number of hours worked for the internship. Whatever the requirements, they must be made clear in advance so that the student is fully informed as to the basis for the final evaluation of his/her performance. Reference can also be made to certain university departmental rules and regulations that define the particular academic requirements of the internship.

## 11. Voluntary Consent.

The internship agreement must contain a brief clause indicating that all parties have read the agreement, have had a chance to ask questions, have had those questions answered, and are voluntarily providing their signature in approval of the terms of the agreement. This provision is especially important should claims arise concerning expectations that were not met or were not understood in the agreement, or claims that the student did not chose to perform the particular agreement. This provision acts as an affirmative statement that each party understands the responsibilities they are entering into by signing the internship agreement.

## 12. Insurance and Liability.

The agreement must also include provisions that apportion liability for potential injuries that may take place during the internship through various insurance policies.

### *The University's Responsibility*

Due to the variety of state insurance statutes reference should be made to the location's legislation so that the agreement follows the particular jurisdiction's code. For example, in Kansas there is no legislative mandate for the university to purchase insurance for the institution, its employees, or the student intern (KAN. STAT. ANN. §§ 75-4114 & 74-4702). Governmental immunity statutes provide additional protection to the state institution and its employees as liability tends to exist only for gross or willful/wanton acts of negligence and intentional behavior (van der Smissen, 1990).

A university may choose to further clarify insurance responsibilities by mandating that the site organization add the student intern (or, for example, all sport administration interns approved by the university) as an additional insured(s) on the organization's own insurance policy. This coverage can decrease organizational risk of loss due to accidental injuries and other damages at a nominal cost to the site organization.

In states that do require insurance provisions, there are a variety of parties on campus who may take responsibility for administering the insurance policy. For example, the University of Idaho's Administrative Affairs Office arranges for liability coverage for students completing an internship at a clinical site (University of Idaho, 2002). The University of North Carolina at Chapel Hill administers student insurance coverage through the department. (University of North Carolina at Chapel Hill, 2001). Northern Arizona University administers the insurance-related programs through their Insurance Specialist (Northern Arizona University, 2002). Local state and university policies should be examined before contouring this section of the Agreement.

### *The Student's Responsibility*

Some institutions require the student to procure insurance coverage prior to commencement of the internship experience. The cost of this insurance is typically reasonable. Based on a brief review of available coverage, the standard policies tend to provide liability insurance coverage of one million dollars per claim and three million dollars per annual aggregate for an affordable cost varying between \$38 and \$48 annually.

The issue of personal insurance and liability of the student intern can be debated. On the one hand, the existence of insurance itself can serve as a catalyst for a plaintiff's attorney desiring a lawsuit or seeking multiple defendants. On the other hand, it is most likely that the primary named defendant will be the site organization. Regardless, if there is not a statutory

mandate to the contrary, the agreement should clearly state that the purchase of insurance is the responsibility of the student intern and is not the responsibility of the university.

### *The Site Organization's Responsibility*

The site organization can be liable for the actions of the student intern while performing his or her internship responsibilities. Under the doctrine of respondeat superior, if the intern is found to be an employee of the organization (Franklin & Rabin, 1996), the site organization can be liable for damages that result from the student intern's actions. In essence, the site organization is liable for the intern's acts and decisions made within the scope of defined job responsibilities. As a result, it is in everyone's best interest if only site organizations possessing adequate insurance coverage are approved to host student internships.

### 13. Transportation.

Transportation is an issue that can carry multi-faceted concerns involving, for example, travel expense (e.g., gas mileage, toll fees) as well as personal and property liability insurance if the student becomes involved in an accident while traveling to the site, within the work day itself, or when leaving the site. State law often requires basic liability coverage in order to possess a driver's license. This policy tends to cover accidents and injuries occurring under an individual's identified policy coverage. State statutes may also address organizational transportation policies. As explained by Pittman (2001, p. 168),

[t]he right to use a vehicle owned by a school to transport students to activities other than classes is controlled by state law. Some states have no restrictions while others restrict the use of school buses to providing transportation to and from classes. Other states restrict use depending upon the source of operating funds . . .

The site organization typically retains responsibility for an employee or student intern's driving accidents that occur while the employee is performing job related functions, e.g., traveling to the ball field (*Foster v. Board of Trustees of Butler County Community Coll.*, 1991; *Murray v. Zarger*, 1994). The internship agreement must contain language that makes clear that the site organization only assumes responsibility for travel related to the actual internship or performance of job responsibilities related to the internship.

Even if such language is present confusion can arise when a student intern is conducting personal errands (e.g., stopping to visit a friend, dropping off laundry) on the way to work, during the workday, or on the way home from work. Unfortunately, regardless of the agreement itself it is at least debatable as to whether an intern's trip to the site organization is part of the internship itself (in other words why else would the intern have been on that particular street, subject to that particular accident, if she was not going to the particular site for the internship) and so the site organization may not be able to avoid such liability in those circumstances.

The university should also attempt to vitiate some liability by including language within the agreement that makes clear that transportation arrangements are between the site organization and student intern. Still, especially for internships that take place out of state, the university may be found liable, as travel related to the internship is part of the overall academic experience.

#### 14. Publication Rights.

Internship experiences provide the university with valuable public relations opportunities. Often, the status of a university's internship program is directly related to the school's success in student recruitment, student retention, and student career placement. Student photos or comments can be used as publicity vehicles to demonstrate the possible educational opportunities available to students who perform student internships with premier organizations such as the Olympic Operating Committee, National Football League, or a marquee university athletic program. This type of publicity has significant tangible and intangible benefits for a university. Clearly stating the university's ability to use various photos for promotional purposes can deter a potential cause of action including, for example, appropriation or unfair competition.

In potentially using a student's photo in publicity materials the university must keep in mind the student's right of publicity. The right of publicity "is simply the right of every person to control the commercial use of his or her identity" (McCarthy & Anderson, 2001, p. 197). As long as the university makes clear that the use of the student's picture is simply for a non-commercial recruiting purpose, this right should not be infringed. However, if it were found that the university somehow used the student intern's picture in an actual commercial publication, the student would have a claim against the university for infringement of that right. The student would then be able to

recover damages from the university, potentially for a portion of the proceeds that the university makes for profiting from the student's image.

If the student intern also happens to be a student athlete (which is often the case in a sports management or administration degree program), the university must also be wary of National Collegiate Athletic Association (NCAA) rules. NCAA Bylaw 12.5 dealing with promotional activities allows for the particular ways in which a university or other entity may use the picture of a student athlete in promotional or other materials (NCAA, 2001, p. 77-82). It is recommended that if the student intern is also a student athlete, the internship agreement include reference to this bylaw so that any anticipated use of the student's image will not result in subsequent athletic ineligibility.

### 15. Modification of the Agreement.

While the parties to the agreement have reached agreement as to how their relationship should proceed at the present time, circumstances may change and the agreement may need to be modified. As a result, the agreement should contain a clause that allows for modifications or amendments only if the student intern, university and site organization supervisor specifically agree to do so in writing. This provision will allow for the agreement to be flexible and to accommodate for potential problems that may occur (i.e. death in the student intern's family causing the intern to miss internship work for a period of time). Precluded modifications over material terms might include, for example, a change in student responsibilities, pay, hours worked, supervision, credit hours earned, and agreed upon student assessments.

### 16. Integration Clause.

A provision should also be included that confirms that the final agreement signed by the parties represents the complete understanding to the agreement. An integration clause communicates to each party that the entire agreement reflects all agreed upon terms and precludes a party from introducing as evidence prior or contemporaneous discussions or agreements. This clause should state that the language within the "four corners" of the contract (i.e., the contract itself) represents all relevant discussions needed to ascertain intent, content, understandings, and expectations of the parties to the agreement.

This type of clause provides added protection to ensure that all previous agreements or drafts of the final agreement are null and void, and that only the final agreement governs the relationship. It also precludes the use of prior student agreements, earlier discussions, or subsequent student agreements

from being introduced as evidence to represent contractual terms not otherwise stated within the agreement on hand.

### 17. Right of Assignment.

It is necessary that the agreement contain an express statement prohibiting the assignment of the contract by either the site organization or the student intern. By assigning one's responsibilities under a contract, either party can avoid fulfilling their responsibilities by putting a third party in their place who then becomes responsible under the contract. A clause prohibiting assignment also protects the university from having a site organization supervisor assign supervisory rights to another individual without consultation with the university faculty advisor and/or the student intern. If an assignment were allowed without consultation, a situation could arise where the supervision provided by the site organization is not in the student's best interests because responsibility for the internship is given to an individual who is not able to, or familiar with, the identified educational objectives. In addition, an express statement prohibiting assignment clearly conveys to the student intern that it is not appropriate to change intern site organizations without consultation with the university faculty advisor.

### 18. Termination or Change of Assignment.

Various scenarios may create a situation where the agreement must be terminated. For example, the student intern and the representative(s) of the site organization may not be a good fit, the student intern may decide he/she no longer has an interest in the chosen industry segment, or the site organization may encounter financial difficulties requiring the cessation of its operations. A typical termination clause can include situations requiring immediate termination as well as situations where a two-week notice would be more appropriate. Certain situations, such as suspected criminal acts, may create a cause for immediate termination whereas a two-week notice may be more appropriate when a student decides to modify his/her career direction. The agreement should clearly specify the termination rights for each party.

In doing so the contract should note the difference between termination for "just cause" and termination "without cause." A termination for "just cause" provision should typically be included in any employment agreement and even an internship agreement because it would allow the site organization to terminate the agreement if the student intern broke the site organization's rules, broke the law, violated any university rules, or undertook some other serious action negatively impacting the site organization or the university (Greenberg,

1998, p. 615). This type of provision can also allow for termination of the agreement if the student intern is not performing his or her required duties under the internship agreement. Keep in mind, as the student intern is not a typical employee, this type of termination clause will not impact any sort of pay or other provision, instead it will merely terminate the agreement itself.

Many employment contracts also include provisions allowing for "termination without cause." For example, college-coaching contracts will contain such a provision where the university has no particularly "just cause" reason to terminate the coach. The provision is set up to allow for the determination of damages and method of payment if the contract is breached under this circumstance (p. 622). As the internship agreement is not an employment agreement and the student intern will not receive damages for termination of the agreement, this type of clause need not be included in the internship agreement.

#### 19. Confidentiality of Student Records.

The Family Educational Rights and Privacy Act (FERPA) of 1974 prohibits the disclosure of student records to those without a legitimate educational interest. Since the internship is a university course, related academic student information is governed by FERPA. A clause addressing the site organization's inability to disclose student information (e.g., grades, social security numbers) to others except university representatives better protects against FERPA violations (Myles-Sanders & Sharphorn, 2001).

#### 20. Notices.

With the array of communication channels available (i.e., fax, email, voice mail, postal mail), a formal notice clause can be helpful in stipulating the desired mediums to be used for communication between the student intern, the university, and the site organization. For example, the agreement may include language that defines notification by a variety of methods or by only one method. Previous and/or established patterns of communication will be considered in ascertaining whether the parties communicated in good faith (ALI, § 205).

#### 21. Compliance with Federal and State Laws.

Each agreement should contain language regarding the general responsibility of the parties to the agreement to comply with federal and state laws. The agreement should contain specific language that spells out this

responsibility and ensures that if either party does not adhere to federal and state law mandates the agreement can be terminated (Myles-Sanders & Sharporn, 2001).

## 22. Choice of Laws.

Many students complete internships outside the state where the student is completing his/her degree. Consequently, it is necessary to include a notice of venue or choice of laws clause within the agreement. This clause should clearly define which state statutes are controlling as well as the state where all lawsuits, if any, shall be commenced and conducted. Since the faculty supervisor is framing the terms of the agreement in accordance with the state common law and statutes where the university is located, the state where the institution of higher education is located should represent the chosen venue versus the state where the internship experience is taking place.

## 23. Payment of Attorney's Fees.

A court, state statute, or the agreement itself may impose an award for attorney fees in case a dispute arises that leads to the retention of attorneys in some sort of litigation. However, based on what has been coined the "American Rule" (*Preferred Mutual Ins. Co. v. Gamache*, 1997), it is important to realize that the payment for attorney fees is typically the responsibility of each party involved in a lawsuit.

## 24. Signature Lines.

The signatures of the parties involved - the student intern, the site organization supervisor, and the faculty advisor - should represent formal acceptance of the internship agreement. Signature and date lines should be included for the primary parties to the agreement.

As mentioned above, the university's general counsel or other central administration member with contracting authority should sign the contract. Without the signature of the general counsel or other individual with contractual binding authority, the contract itself carries no university obligations regardless of whether the faculty advisor has signed. In addition, the department chairperson should sign as a representative of the broader institution of higher education. This provides the department chair with knowledge regarding the operational aspects of the internship program and allows for further discussions or modifications as appropriate.



## CONCLUDING COMMENTS

The suggestions made in this article are not meant to be all-inclusive. Perhaps the most important point is that the university must make sure to involve legal counsel when drafting the internship agreement.

However, the focus of the agreement and the experience cannot be on the legalese needed in the agreement. The tips provided in this article will help each party to the agreement properly protect itself from various forms of legal liability, and more importantly will help define the relationship for all involved. Still, the focus must be on the academic experience the student can enjoy will performing as an intern.

Internships provide students with valuable experiences while they are still considering their career goals and options. As such they are a vibrant piece of the total academic experience. Especially in the sports management or administration field student internships provide the practical experience that a student might not receive in the classroom. As such, universities must strive to ensure that they offer their student's the most positive experiences with the best site organizations.

## ABOUT THE AUTHORS

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## AFFILIATION AGREEMENT

THIS AGREEMENT is by and between the following three parties:

**Site Organization (hereafter "Organization"):**

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Student Intern:**

Student: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**ABC University (hereafter "University"):**

University: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

1. Scope of the Agreement. This agreement shall set out the responsibilities and rights of the Site Organization, the University and the Student Intern enrolled at the University while such student is serving an internship with the Site Organization. The following definitions of terms apply to this agreement.

**"Student Intern"** shall mean a student enrolled at the University and completing an academic degree program in the Department of Kinesiology and Sport Studies (KSS) who, with the consent and advise of a faculty advisor, is assigned to work under the direction of a supervisor at the Site Organization as part of degree requirements.

**"Site Organization"** shall mean the organization where the student will be working while completing internship course requirements. The Site Organization representative will serve as the person designated by the Site Organization to direct and assist the student intern in fulfillment of defined educational objectives.

**"University"** shall mean ABC University. The University will be represented in regard to the execution of this agreement by the Student Intern's faculty advisor.

2. Status of the Student Intern with the Site Organization. Interns shall be under the direction and control of the Site Organization while they are on the premises of the Organization. The relationship assumed by the Student Intern as (a) an employee, (b) volunteer, or (c) trainee will be defined by the Site Organization, and is incorporated herein by reference.

3. Status of the Intern with the University. The university's relationship with the student intern is solely an academic relationship. There is no employment relationship.

4. Placement of Interns. The placement of Interns shall be a cooperative venture involving the University, the Site Organization, and the Student Intern. Placement of a Student Intern may be initiated by the University or the Student Intern but the ultimate responsibility of obtaining an internship lies with the Student Intern. It is the responsibility of the student to research potential sites, observe the environment, and assess the fit between the student and the Site Organization prior to accepting the internship assignment.

5. Termination or Change of Assignments. Either the Site Organization or the University may, at any time, change or terminate the assignment of the Student Intern. Before doing so, each party shall provide the other party with a written notice and reason for the desired termination. All parties shall make a reasonable effort to maintain a cooperative relationship when appropriate. The Student Intern shall notify the faculty advisor immediately if desiring termination of this agreement for any reason.

6. Internship Responsibilities. All responsibilities of the Student Intern shall be subject to the rules and policies of the Site Organization and performed under the direction of the Site Supervisor.

a. The Site Organization representative is responsible for:

- (1) informing the Student Intern about all policies and procedures of the Site Organization,
- (2) supervising the work of the Student Intern while serving the internship and while on the Organization's premises;
- (3) providing adequate workspace, lighting, telephone, computer hardware and software, supplies, etc. as needed for the Student Intern to effectively meet educational objectives.

b. The University Supervisor and any other designated representative of the University shall have approval, at all reasonable times, to visit the Student Intern at the Site Organization for the purpose of observation and evaluation.

c. The University's academic role is to assist in defining and evaluating educational objectives.

d. The Site Organization supervisor shall file such reports to the University Supervisor as shall be mutually agreed upon.

e. The Student Intern is responsible for:

(1) Communicating with the University faculty advisor in accordance to a schedule as defined by the University faculty advisor;

(2) Adhering to all Site Organization policies and procedures;

(3) Completing all assignments and projects as defined by the University faculty advisor and Site Organization supervisor.

7. Intern Evaluation. The University faculty advisor will be responsible for the final evaluation and grade determination for the student intern after consideration of input from the Site Organization representative, the student, and the student's performance in completing defined internship course objectives.

8. Length of Agreement. This agreement shall be effective when executed by all parties for the period beginning \_\_\_\_\_ (month, day, year) and ending \_\_\_\_\_ (month, day, year).

9. Compensation - Site Organization and the Student Intern. The Site Organization may or may not agree to some type of compensation for the Student Intern. Any terms of compensation will be defined and agreed upon by the Site Organization and the Student Intern and is incorporated herein by reference. Any stipends and/or wages will be paid by the Site Organization directly to the Student Intern.

10. Compensation - University and the Student Intern. The University offers no compensation to the Site Organization or the Student Intern. The Student Intern shall enroll in the respective internship course and pay tuition and fees to the University in accordance to University policies and procedures.

11. Modification of the Agreement. This agreement may be revised or modified only by written amendment signed by all parties.

12. Personal Insurance and Liability.

(a) The Site Organization shall provide the Student Intern the same protection against liability arising in connection with their assignments and associated projects as is provided for members of the Site Organization's full-time employees. Should the Intern be injured on the premises of the Site

Organization, Site Organization shall provide emergency care, assistance and aid to the Student Intern.

(b) In certain cases the Site Organization may require Interns to obtain their own liability insurance, minimum of one million (\$1,000,000.00 per claim) and three million (\$3,000,000.00 per annual aggregate). Applying and paying for any needed liability insurance is the responsibility of the Student Intern.

(c) The University assumes no responsibility for injuries or accidents occurring throughout the internship experience.

13. Right of Assignment. This Agreement cannot be assigned by any party.

14. Confidentiality of Student Records. The Site Organization agrees to treat all student records confidentially and not to disclose student records except to University and Site Organization officials who possess a legitimate need to know consistent with their official responsibilities.

15. Transportation. The Student Intern is responsible for providing individual transportation to and from the Site Organization's premises. The Student Intern shall not engage in any personal errands, entertainment, or other business while engaging in intern-related transportation tasks.

16. Notices. All notices to be given under this provision shall be properly given if they are delivered in person or sent by first-class mail, fax, or email to the Site Organization or their designated representative, the University faculty advisor, or the Chairperson of the Department of Kinesiology and Sport Studies.

17. Choice of Laws. All questions and interpretations of law shall be conducted in accordance with the laws of Kansas.

18. Publication Rights. The University shall be able to publicize for promotional purposes any pictures or graphics related to the internship that do not contain any confidential information regarding, or protected by, the Site Organization.

19. Failure to Comply with Federal and State Laws. Parties agree to comply fully with all laws, including non-discrimination laws, of the State of Kansas and of the United States. Failure to comply with federal and state laws and subsequent conviction represent cause for immediate termination of this agreement.

20. Integration Clause. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter.

21. Payment of Attorney Fees. Any payment of attorney fees is the responsibility of each party to the lawsuit.

The parties who execute this Agreement on behalf of the University, Site Organization, and Student Intern expressly represent and warrant that he/she has full and complete authority to do so.

**Site Organization Name**

Representative (printed name): \_\_\_\_\_

Title: \_\_\_\_\_

Representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

**Student Intern:**

Student intern (printed name): \_\_\_\_\_

Student intern (signature): \_\_\_\_\_

Date: \_\_\_\_\_

**ABC University:**

University representative/General Counsel  
(printed name): \_\_\_\_\_

University representative/General Counsel  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

University faculty advisor  
(printed name): \_\_\_\_\_

University faculty advisor  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_

University department chairperson  
(printed name): \_\_\_\_\_

University department chairperson  
(signature): \_\_\_\_\_

Date: \_\_\_\_\_