Memorandum

Date: August 12, 2010
To: Deans
CC: Associate Deans, Chairs and Directors
     AAMT
From: Dennis Jaehne, AVP Undergraduate Studies
RE: Standard Contract Forms for Academic Internships

**Background:** A CSU audit of off-campus activities in 2009-10 found that SJSU was lax in its oversight of academic internships. In particular, the audit found that SJSU needed to improve central campus-level monitoring and control of the contracts between SJSU and those organizations providing the internships. Therefore, we need to set up procedures that will effectively keep Undergraduate Studies informed of the compliance of our academic programs with CSU safety and risk management policies.

**Policy:** After careful consideration of the variety of internship contract forms that academic programs are using, we concluded that it would be too restrictive on the programs to mandate a single contract form. Instead, we need to ensure that the contract forms that the programs are using are standardized with respect to required information.

Therefore, please review the academic internship contract form that you are using and edit it appropriately to make sure that it includes each the following:

1. General information about the program
2. University responsibilities
3. Hosting facility’s responsibilities
4. Affirmative Action and Non-discrimination language
5. Status of University and Hosting facility
6. Insurance
7. Hold Harmless / Indemnification
8. Term and Termination of agreement
9. General provisions
10. Execution / Signatures

In addition, the internship contract form set up for individual students, which they sign and you keep, must have a page with 1) student emergency contact information and instructions; and 2) a “hold harmless” statement (sample attached).

Most of the current forms used by the schools already have these sections, so this should not be onerous. If you have questions about the appropriate wording of any section, please contact the Office of Risk and Compliance (4-2159).

When your form is complete, please return it to Svetla Ilieva (svetla.ilieva@sjsu.edu) at the Office of Undergraduate Studies as a pdf (or send along a hard copy that we can scan). Please complete these revisions and return your forms to UGS by September 3, 2010.
Oversight and Reconciliation Procedure:
Undergraduate Studies has responsibility for ensuring that all SJSU academic programs comply with CSU policies. Deans oversee compliance of programs in their colleges. UGS will request copies of all new internship contracts from the college Associate Deans at the start of each semester, and document and report discrepancies at the first Associate Deans meeting at the start of each semester. UGS will maintain a check list of compliance issues and follow up any instances of non-compliance. At the start of each semester, UGS will reconcile all new contracts with the log of contracts kept by Procurement Services.

For further information about this policy, contact the Office of Undergraduate Studies (4-2447); for risk and compliance information contact the Office of Risk and Compliance (4-2159).
Release, Hold-Harmless and Informed Consent Statement

In consideration for being allowed to participate in the SJSU Internship and/or Service Learning Program, an educational endeavor to be conducted through San José State University in the location stated on this agreement, the undersigned does hereby agree as follows:

On behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California, the Trustees of the California State University, California State University, San José State University, their employees, officers, directors, volunteers, and agents (collectively “University”) from any and all claims, including claims of the University’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this SJSU Internship and/or Service Learning Program, including travel to, from and during the Program.

I am voluntarily participating in this SJSU Internship and/or Service Learning Program. I am aware of the risks associated with traveling to/from and participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Program, including traveling to, from and during the Program.

I agree to hold the University harmless of any and all claims, including attorney’s fees or damage to my personal property that may occur as a result of my participation in this Program, including traveling to, from and during the Program. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the university, (c) and assuming all risks of participating in this Program, including travel to, from and during the SJSU Internship and/or Service Learning Program.

It is understood and agreed that participants in SJSU SJSU Internship and/or Service Learning Programs, shall be subject to the supervision and authority of the California State University, SJSU, its agents, officers and employees, including the sole decision-making responsibility with respect to any participant whose conduct or academic standing, may warrant expulsion or withdrawal from the program. Participants are expected to attend classes regularly unless otherwise indicated by illness or unavoidable circumstances. Likewise, as a guide for continued participation, it is understood and agreed that the participants are expected to display a sense of maturity and responsibility as a representative of SJSU, the CSU and the United States of America. It is hereby acknowledged and agreed that if the undersigned participant is required to withdraw from a SJSU Internship and/or Service Learning Program for failure to maintain appropriate academic standards or behavior, there will be no refund of tuition after the program departs, and the said participant will no longer have access to any of the facilities arranged for the participant in the SJSU Internship and/or Service Learning Program.
I accept the placement offered to me on a certified SJSU Internship and/or Service Learning Program. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Print Name: ________________________________

Signature: ________________________________ Date: ____________________