

The University of Texas Rio Grande Valley

Guidelines for On-Campus Non-Paid Internships

The definition of “Internship”

The University of Texas Rio Grande Valley (UTRGV) in accordance to the National Association of Colleges and Employers (NACE), will use the following definition for internships:

An internship is a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting. Internships give students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths; and give employers the opportunity to guide and evaluate talent.

The difference between hiring a student to do a part-time job and making it an internship is the element of education and training.

Non-Paid Internships

The Fair Labor and Standards Act (FLSA), as interpreted by the Supreme Court, provides criteria for what is and is not legal regarding payment of internships. Six criteria must be applied when determining if an internship can be unpaid, and they include:

1. The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
2. The internship experience is for the benefit of the intern;
3. The intern does not displace regular employees, but works under close supervision of existing staff;
4. The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
5. The intern is not necessarily entitled to a job at the conclusion of the internship; and
6. The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship.

For more information regarding internships under the Fair Labor Standards Act (FLSA), please click [here](#).

Internship Requirements

An internship program should have established learning outcomes for the prospective student that integrates university study with degree-related work experience.

Requirements:

- Establish a structured internship program around a curriculum and/or project
- Review internship [approval guidelines](#) to ensure internship qualifies for approval
- Ensure internship program falls in line with FLSA guidelines regarding unpaid internships
- Post internship opportunity on Handshake

Process for Listing an Internship

The following steps will assist in the process of posting an internship and recruiting student interns.

1. Contact The University of Texas Rio Grande Valley - Career Center about your interest. You may contact our Internship Coordinator, John Kaufold, via phone at (956) 665-2246 or by email at john.kaufold@utrgv.edu for direct questions or assistance.
2. Fill out an internship description form or post directly to Handshake – the university’s online job portal.

If internship position has been approved, Internship Coordinator will open position to eligible students for applying. Resumes of interested applicants will be sent to email of listed contact.

Next Steps in Hiring

- Once a student has been selected to participate in internship, supervising faculty and/or department must ensure student enrolls in **UNIV 3000 Internship** course
- Provide a **Memorandum of Understanding (MOU)** to student and accompanying staff or faculty for required signatures. See pages 3-4.
- Ensure a criminal background check on participating student is processed and completed. **Note:** *If the student is currently working on campus during the internship, a background check may already be processed. For verification you may contact Human Resources & Talent Management.*

Memorandum of Understanding on next two pages.

The purpose of this agreement is to help the intern and their sponsor establish specific, mutually beneficial goals for the internship period, to provide students with an understanding of what their sponsor expects of them, and to provide a basis for the sponsor's evaluation.

MEMORANDUM OF UNDERSTANDING

This agreement is finalized only after signed by all three parties (student, sponsor, and faculty advisor). Approved agreements are a prerequisite for registering for an internship course.

The internship program is a progressive educational program that integrates a student's academic studies with work experience. This is an agreement between _____ ("Intern") and _____ ("Department"). The purpose of this educational internship is for the intern to learn about department's organization and to gain valuable insight and experience.

The term of this internship begins on _____ and ends _____.

Conditions of the Agreement:

- The internship is related to an educational purpose and there is no guarantee or expectation that the activity will result in an employment relationship with the Department
- The educational experience received by the Intern from the internship is for the benefit of the Intern
- The Intern does not replace or displace any employee of the Department
- The Intern will receive direct supervision by an appropriate supervisor
- The Department does not derive an immediate advantage from the activities performed by the Intern
- The Intern is not entitled to any wages or any compensation or benefits for the time spent in the internship

The Department specifically agrees to and acknowledges the following:

- The Department understands that the Intern will work the necessary amount of hours required (Note: Work hours should not exceed 15 hours per week.)
- The Department will designate an appropriate individual to supervise the Intern
- Establish clear learning objectives at the beginning of each semester
- Provide a safe work environment and related training if needed
- Adhere to all applicable employment laws and regulations, including the FLSA (Fact Sheet #71) regarding unpaid internships
- Review company policies and procedures with student
- Evaluate the Intern's performance and provide feedback to faculty and/or internship coordinator

The Intern specifically agrees to and acknowledges the following:

- This internship is educational in nature and there is no guarantee or expectation that the internship will result in employment with the Department
- I agree to be subject to a criminal background check
- Department may at any time in sole discretion, terminate the internship without notice or cause
- Intern will commit to agreed upon beginning and end dates during their internship and will maintain a regular internship schedule determined by the Intern and their supervisor

- Intern will demonstrate honesty, punctuality, cooperation, appropriate dress and a willingness to learn
- Intern will abide by the regulations and policies of the Internship Program and sponsoring Department
- Intern will immediately notify the university internship coordinator and/or faculty coordinator of work issues or changes in responsibilities not in line with learning objectives
- Intern will provide supervisor with all necessary information pertaining to non-paid internship, including related assignments and reports
- Under no circumstances will the Intern leave the internship without first consulting with Intern's supervisor.
- In conjunction with the Intern and/or faculty coordinator, establish well-defined learning objectives relative to course of study
- Intern is not entitled to workers compensation
- Intern assumes all of the risks of participating in the internship program. In consideration of the opportunity afforded to the Intern to participate in the internship program, the Intern hereby agrees the he/she, his/her assignees, guardians, and legal representatives, will not make a claim against Department or any of its affiliated organizations, or either of the officers or directors collectively or individually, or any of its employees, for the injury of death to Intern or damage to his/her property, however caused, arising from his/her participation in the internship program. Intern hereby waives and releases any rights, actions, or causes or action resulting from personal injury or death to him/her, or damage to his/her property, sustained in connection with his/her participation in the internship program.

I understand that this non-paid, learning experience is not considered employment and that Intern is not entitled to wages or a promise of employment at the completion of the unpaid learning experience.

_____	_____
Intern Signature	Date

(Print Name)	
_____	_____
Internship Coordinator Signature	Date

(Print Name)	
_____	_____
Department	Date

Supervisor Signature	

(Print Name)	

Please acquire all signatures from all parties and return original form to John Kaufold, Internship Coordinator, at the Career Center office. If not available to present agreement in person, you may scan and email or fax document to john.kaufold@utrgv.edu / Fax: (956) 665-2244