

UTRGV Career Center Internship Listing Agreement

Updated May 31, 2021

Thank you for listing your internship on UTRGV's Handshake platform. As of May 2021, UTRGV Career Center requires that employers who seek to hire interns first affirm their agreement to meet all of the following university standards provided in this document which are designed to assure a mutually beneficial experience for students and employers.

The following internship agreement is based on industry and university standards:

- [U.S. Department of Labor rules for employing interns in compliance with the Fair Labor Standards Act](#)
- [Position statement defining educational internships, published by NACE](#)

If you have any questions on UTRGV's internship listing policies, please contact our Career Center Team at careercenter@utrgv.edu.

UTRGV Internship Listing Agreement

When you submit an internship posting through your Handshake employer account, UTRGV Career Center will make an assessment to approve or decline your listing. If our Career Center team determines that a work setting and/or internship duties do not meet required standards, we will decline to list the Internship on Handshake. In some cases we may also re-evaluate your Handshake employer account based on your first listings.

If your internship listing is declined, UTRGV Career Center welcomes you to review this Internship Listing Agreement and assess whether you as an employer can meet each and every requirement. Your affirmation of the following agreement is a required step to list internships and hire UTRGV interns via Handshake.

By listing an internship on the UTRGV Handshake system, our organization agrees to each of the following conditions and requirements.

Equal Consideration for All Candidates

• **Consideration of Citizenship Status in Hiring UTRGV Interns**

I/we agree to give fair and equal consideration to all internship candidates regardless of citizenship status. UTRGV requires that private sector employers **encourage** internship applications from all registered students who have permission to legally work as interns in the United States. This includes non-U.S. citizens who are attending UTRGV on a student visa as well as students who are covered by the federal [Deferred Action for Childhood Arrivals \(DACA\)](#) regulations. Employers whose government contracting rules do not allow hiring of non-U.S. citizens are exempt from this requirement.

• **Agreed Definition of Paid Internships**

I/we agree that any internships our organization lists as paid positions will be defined as assignments offering an hourly, weekly, or monthly wage equal to or greater than applicable state or local minimum wage.

• **Agreed Definition of Unpaid Internships**

I/we agree that internships which provide a stipend, scholarship, reimbursement, or other compensation which does not equate to the applicable state minimum wage must be listed as unpaid assignments.

• **An Educational Internship Has Clearly Stated Learning Objectives**

I/we agree that internship listings must clearly state intern learning objectives and training opportunities to acquire professional skills.

- **Compliance with UTRGV Course Credit Requirements**

I/we understand that unpaid internships will be accepted or declined for listing based on the potential to qualify for UTRGV Internship Course Credit Requirements. **Note: Course credit requirements may vary by academic college, school, or program. It is encouraged to make contact with the academic department within the field you are looking to hire the student for.**

Agreement to Provide Qualified Intern Supervisors, Appropriate Training, and Educational Job Duties

- **Avoid Duplication of Comparable Paid Staff Roles**

In accordance with [U.S. Department of Labor Guidelines](#), I/we agree that an intern's work must complement, rather than displace or duplicate, the typical roles and functions of paid professional staff.

- **Accurate Intern Job Descriptions**

I/we agree that each intern's work duties, schedule, and compensation must match the job description presented on Handshake.

- **Maximum 1:1 Intern/Staff Ratio**

I/we agree that the total number of interns that our organization hires from all universities will not exceed the number of paid full-time staff working in the same location.

- **Qualified Intern Supervisors, Trainers, and Mentors**

I/we agree that all paid and unpaid internships will offer students training and supervision by a full-time staff member who has demonstrated expertise and/or certification in the intern's area of service.

Work Environment and Work Location Requirements

- **Remote/Virtual Intern Work Agreements**

I/we understand that the UTRGV Career Center approves remote/virtual internships, as long as the information provided in the Handshake posting demonstrates that it meets the same standards and requirements for in-person internships as described in these guidelines. Third-party agencies may not recruit for remote/virtual internships.

I/we additionally understand that the following information must be stated explicitly within the posting description:

- How the intern/interns will collaborate remotely with company colleagues, including which collaboration tools will be used (ex: Microsoft Teams, Zoom, Asana, Slack, Trello, etc.).
- All equipment and/or software the intern/interns will be provided access to and/or will need to provide themselves, in order to successfully complete the internship (ex: personal computer with camera enabled, reliable internet access, etc.).

I/we also understand that students may not be able to receive academic credit for remote/virtual internships, regardless of being paid or unpaid.

- **Agreement to Provide a Verified Work Location**

I/we agree that interns will be able to fulfill their duties in an approved commercial work space which the employer exclusively leases, owns, or otherwise controls under their registered business name.

- **Special Considerations for Internships in a Co-Working Space:**

I/we understand that employers who list a co-working space as the intern's work location must meet the

minimum standard of providing a dedicated desk and adequate office technology for the intern.

Fees, Expenses, and Use of Intern's Personal Property

- **Requiring Fees or Donations Is Prohibited**

I/we agree that our organization will never charge or request internship participation fees, registration fees, training materials costs, donations, or fees of any kind.

- **Requiring Use of Intern Vehicle and Personal Property Prohibited**

I/we agree that interns will never be required to use their personal vehicles to fulfill work duties, and prospective interns who do not have access to a vehicle will not be treated as less qualified candidates.

An intern's laptop computer, purchased software, and mobile phone may be used by the student himself/herself for work duties. However, employers may not require the use of an intern's personal property as a job qualification.

UTRGV Career Center Excluded Practices

By registering your company or organization with us, you agree to accept and comply with policies and procedures of the UTRGV Career Center regarding employer recruiting activities. We reserve the right to refuse service to your company or organization whose business we believe is of a nature that is not appropriate for the UTRGV student body. The Career Center may choose not to sponsor recruiting activities for opportunities if:

- The opportunity involves on-campus solicitation, posting of materials, or sale of products or services.
- Compensation for non-degreed opportunities is exclusively commission or fees/percentage of sales from others under their sponsorship in the organization.
- The organization is sponsoring an individual to establish their own business for the purpose of selling products or services, and/or recruiting other individuals to establish their own businesses.
- Misrepresentation by providing dishonest information about organization or position duties.
- The organization requires an initial payment or investment, or account balance or similar fiscal requirements, with the organization itself serving as an umbrella or parent corporation. The initial investment may include, but is not limited to: requirement to attend unpaid orientation or training sessions; direct payment of a fixed fee; payment to attend orientation or training sessions; and/or the purchase, leasing, or renting of a starter kit, sales kit, or presentation supplies.
- The work assignment negatively affects student academic progress or encourages students to discontinue their studies.
- There are ongoing complaints by students and/or alumni of workplace issues, failure to pay student at the agreed upon timeframe, harassment, or any unfavorable attention to a student's values or imagine for future employment.
- Breach of student information confidentiality.
- The company/organization workplace is in a residential home or apartment, instead of an official business establishment.
- The company/organization abuses the Handshake portal.
- The employer fails, for any reason, to provide necessary information needed to post a job vacancy or internship opportunity (e.g., job description, qualifications, application instructions).
- Upon request, the employer is unable or unwilling to provide written documentation of registration with a Better Business Bureau.

Abiding by General UTRGV Recruitment and Employment Policies

I/we agree to review and abide by all [UTRGV Career Center General Recruitment Policies](#).

Agreement to All of the Above Provisions

I/we agree to meet all of the above requirements a prerequisite for recruiting interns at UTRGV. If you have any questions on UTRGV's internship listing policies, please contact our Career Center Team at careercenter@utrgv.edu.

Sourced language from UCLA Career Center and [National Association of Colleges and Employers](#)