## **UCLA CAREER CENTER INTERNSHIP LISTING AGREEMENT (SHORT VERSION)**

Thank you for listing your internship on UCLA's Handshake Career Management System. As of June 1, 2019, UCLA Career Center requires that employers who seek to hire interns first affirm their agreement to meet all university standards designed assure beneficial work-learn experience.

The following internship listing agreement is based on three widely applied government, industry and university standards:

- U.S. Dept. of Labor rules for employing interns in compliance with the Fair Labor Standards Act
- Position Statement defining educational internships, published by NACE
- UCLA Internship Course Credit Requirements

If you have any questions on UCLA's internship listing policies, please contact our Career Center Team at recruiting@career.ucla.edu

#### **UCLA INTERNSHIP LISTING AGREEMENT**

When you submit an internship through your Handshake employer account, UCLA 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.

**If your internship listing is declined,** UCLA 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 UCLA interns via Handshake.

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

## **EQUAL CONSIDERATION FOR ALL CANDIDATES**

#### **Consideration of Citizenship Status in Hiring UCLA Interns**

I/we agree to give fair and equal consideration to all internship candidates regardless of citizenship status. UCLA requires that most 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 UCLA on a student visa as well as students who are covered by the federal <a href="Deferred Action for Childhood Arrivals (DACA)">Deferred Action for Childhood Arrivals (DACA)</a> regulations. Employers whose government contracting rules do not allow hiring of non-U.S. citizens are exempt from this requirement.

AGREED DEFINITION OF AN EDUCATIONAL INTERNSHIP

# **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. I/we further understand that employers are not permitted to pay UCLA interns as <a href="Independent contractors">Independent Contractors</a> and must not file a 1099-MISC Tax Form to claim an intern's contractor status.

# **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 UCLA Course Credit Requirements**

I/we understand that unpaid internships will be accepted or declined for listing based on the potential to qualify for UCLA Internship Course Credit Requirements

# AGREEMENT TO PROVIDE QUALIFIED INTERN SUPERVISORS, APPROPRIATE TRAINING, AND EDUCATIONAL JOB DUTIES

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

In accordance with <u>U.S. Department of Labor Guidelines</u>, 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 and Trainers**

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** 

Limited Use of Virtual/Remote Work Agreements

I/we understand that UCLA Career Center does not approve virtual or remote internships for listing on Handshake. Interns must have the option to fulfill their job duties in-person at the employer's physical work location. This is due in part to the fact that virtual students assignments are not approved for internship course credit

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

I/we agree that interns will be able to fulfill their duties in a 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 viewed 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. But, employers may not *require* the use of an intern's personal property as a job qualification.

## SPECIAL REQUIREMENTS FOR SPECIFIC TYPES OF EMPLOYMENT

# Special Requirements for Brand Ambassadors, Campus Solicitation, and Social Media Promotion

I/we agree that if our organization hires UCLA interns to promote a brand, product, or service, we will follow the same <a href="UCLA Sponsorship Process">UCLA Sponsorship Process</a> as any other type of on-campus promotion. This guideline applies to both in-person and social media promotional roles. An Ambassador work agreement between the employer and intern offer pre-agreed work hours and an hourly wage equal the state or local minimum wage.

• Important Exception: Paid campus ambassador and social media promotion internships which exclusively highlight jobs and career opportunities with the sponsoring employer are welcome and encouraged.

## **Special Requirements for International Internships**

I/we understand that UCLA Career Center has a limited capacity to verify the location, personnel, operations, and reputation of most employers and programs based outside the United States. For this reason, non-government international employers who do not have a U.S. affiliate will typically be declined for listing on Handshake.

## **Third-Party Recruitment and Internship Placement Programs**

I/we understand that third-party recruiters or staffing agencies may be approved to hire paid interns on behalf of identified client organizations. For more guidance, visit the resource: <a href="NACE Principles for Professional Practice: Third Party Recruiters">NACE Principles for Professional Practice: Third Party Recruiters</a>.

## ABIDING BY GENERAL UCLA RECRUITMENT POLICIES

I/we agree to review and abide by all <u>UCLA Career Center General Recruitment Policies</u> as well as UC <u>Non-Discrimination in Employment Policies</u>.

# **AGREEMENT TO ALL OF THE ABOVE PROVISIONS**

I/we agree to meet all of the above requirements a prerequisite for recruiting interns at UCLA.

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