

Colorado State University
Department of Construction Management
Phelps Internship Placement Program
Sample Master Internship Agreement

Note to Sponsor Companies:

1. Sponsor companies must review the **Phelps Internship Placement Program** description and must agree to and request a AdobeSign version of this **Master Internship Agreement (MIA)** before employing a student completing their registered CM internship course. This agreement is between the University and Sponsor Company and covers any student interning during the dates provided.

2. **BEFORE HIRING AN INTERN**, please be aware of the following: interns are required to gain valuable experience in the **management and operations** of construction projects and processes. **General labor does not meet the requirements of the registered internship.** While the department places great value on trade experience, we encourage students to take advantage of those opportunities when satisfying their pre-internship ‘Work Experience’ and reserve the internship course for experience in management and operations. If your company would like to provide laborer or trades opportunities, please focus your recruiting efforts on our work experience students.

3. Sponsors must be **licensed** general contractors, subcontractors, consultants, owner’s reps or organizations (i.e. city, county, or federal entity). With few exceptions, residential painting, residential roofing, deck/fence building, material handling/deliveries, landscape installation and maintenance, building/rental maintenance, service calls, etc. ***do not count towards a student’s Work Experience or Internship requirement.*** Retail sales, rental companies, self-employment, and commissioned positions **are not** eligible.

4. **Sponsors must provide each intern with a day-to-day mentor/supervisor.**

5. You may check with the Phelps Placement Office to see if you have a current agreement on file. If you do not have an agreement in place that covers the dates of any upcoming internships, we will forward you an official agreement for signature via AdobeSign.
Please note: The ‘Agreement Start Date’ should be on or prior to the first day any registered CM student intern begins their internship. ‘Agreement End Date’ can be as early as the day after the student(s) completes their internship, or up to five years from the Start Date to avoid the need for annual renewals.

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MASTER INTERNSHIP AGREEMENT

THIS MASTER INTERNSHIP AGREEMENT is entered into by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Department of Construction Management, Phelps Placement Office (hereinafter, “University” or “CSU”) and _____ (hereinafter, “Sponsor”), effective as of the Start Date recited herein below. In consideration of the mutual promises and obligations set forth herein, the Parties hereby agree as follows:

AGREEMENT START DATE: _____ **END DATE:** _____

TERMS AND CONDITIONS

1. Definitions

The following definitions apply.

- a. “Internship” means a program of study as part of University course or degree requirements, conducted in cooperation with the Sponsor, whereby Interns receive supervised experience and instruction in a professional setting.
- b. “Site Supervisor” means that person employed or retained by the Sponsor as responsible for the development and administration of the Internship affiliation with the University.
- c. “Intern” means a person enrolled in the University who is to perform the Internship.
- d. “University Supervisor” means the person employed or retained by the University who is responsible for the development and administration of this Internship affiliation with the Sponsor.

2. Purpose

As part of the University’s educational requirements or as required for the award of a degree in particular areas of study, students must complete supervised experience, such as this Internship.

3. Term

The term of the Agreement shall be from the Start Date to the End Date written above, and may be extended by mutual written agreement of the Parties.

4. The Sponsor’s Obligations

- a. To review and abide by both the **Phelps Internship Placement Program** description and the terms of this **Master Internship Agreement** before and throughout the sponsorship of any registered CM interns.
- b. To utilize each Intern for a minimum number of hours and weeks, as required by the intern’s curriculum/syllabus.
- c. To provide quality day-to-day supervision/mentoring for each intern throughout the internship program and to report periodically to the University Supervisor on the Intern’s performance, as required by the syllabus. **Supervisor must be unrelated to the intern.**
- d. Engage interns in as many activities as possible within the areas of project management, office operations, and field operations, as described in the **Phelps Internship Placement Program** description, including but not limited to:

Safety	Estimating/Cost Control	Permitting/Inspections
Procurement	Planning/Scheduling	Contract Administration
Punchlist/Closeout	Field Layout/Surveying	Project Administration
QA/QC	Design/AutoCAD/BIM	Marketing & Sales

- e. The SPONSOR reserves the right to modify planned tasks during the internship period, as may be required by changes in the SPONSOR'S circumstances. However, the SPONSOR will make every reasonable effort to ensure that the Intern is placed in a responsible position with exposure to multiple tasks and situations.
- f. **Learning Contract and Supervisor's Evaluation:** In addition to interning with the SPONSOR, the Intern will have a syllabus of coursework designed to further his/her learning experience. The Intern is required to complete a Learning Contract with Site Supervisor and have evaluation(s) completed by SPONSOR at specific times during their internship.
- g. To hold CSU harmless for any actions taken by the Intern during his/her participation in the internship program and in the course of Intern's employment with Sponsor.
- h. When employing an Intern, to provide the Intern with accident/injury insurance coverage under SPONSOR's Worker's Compensation, Employer's Liability, and general and/or Professional Liability policies just as it would any new employee performing similar work.

5. The University's Obligations

- a. To recommend for placement in the internship program only those students who have earned a satisfactory record and have met the prerequisites for internship.
- b. To assist the SPONSOR in selection of students for the internship program with the student's knowledge and consent.
- c. To provide the SPONSOR with copies of the internship course syllabus including the course outline, objectives, and assignments.
- d. To have a representative of the Department of Construction Management at CSU available to the SPONSOR for assistance and consultation in administering the internship program.
- e. To advise students of their responsibilities regarding participation in the internship program, including expected professional conduct and the requirement to follow rules and standards set by the SPONSOR and CSU.
- f. To inform Interns of their responsibility to provide any transportation, meals, and lodging related to the internship.
- g. The University is covered for worker's compensation insurance. This coverage is provided to those students who receive no pay or remuneration and are enrolled in required on-the-job training programs, EXCEPT student teaching appointments and internships performed for CSU's own programs. CSU does not provide general liability insurance for its students. CSU warrants that at all times herein, it maintains general and professional liability insurance coverage for itself, its employees and faculty acting within the scope of this Agreement, in an amount not less than one million.

6. Joint Obligations

- a. In compliance with federal law, including the provisions of Title IX of the Education Amendment of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.
- b. That this Master Internship Agreement must be completed and approved BEFORE any student begins his/her internship.
- c. That there may be meetings of representatives of both CSU and the SPONSOR as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.

- d. That there will be ongoing, open communication between CSU and the SPONSOR to ensure understanding of the expectations and roles of both parties in providing the internship experience for students.
- e. That either CSU or the SPONSOR may dismiss an Intern during the internship period, if, in the opinion of either party, the Intern is not making satisfactory progress or is not meeting the expectations set forth by either party. Prior to dismissing an Intern, the University Supervisor and the Site Supervisor shall confer regarding the problems with the Intern's performance and any possible solutions that would avoid dismissal, as this may negatively impact the students graduation timeline.
- f. CSU and Sponsor agree that they each shall be solely responsible, to the extent authorized by law, for their own acts or omissions regarding the performance of their obligations hereunder, including any act or omission by each party's officers, directors, agents, and employees. CSU and SPONSOR mutually agree to waive all claims for consequential damages arising out of or related to this agreement, including damages associated with losses of income, profit, and reputation, whether based on contract, tort, negligence, strict liability or otherwise. SPONSOR acknowledges that the liabilities of CSU, as a public entity, are at all times herein strictly limited and controlled pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now or hereafter amended. Nothing herein shall be construed or applied as a waiver of the provisions of such Act.
- g. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act ("FERPA") in the handling of Intern educational records. It is also understood and recognized that Sponsor's employees may need to have access to the certain Intern educational records in order to properly administering their duties and obligations under this Agreement. It is also agreed that each party will thoroughly orient its employees who access education records about FERPA and will maintain their practices in strict accordance with FERPA's requirements. Neither party will be permitted to authorize any further disclosure of an Intern's educational records to persons or entities not a party to this Agreement without first having received permission.
- h. Either party may terminate this Agreement by upon thirty (30) days' written notice to the other party. Provided, however, that in the event of expiration or termination of this Agreement, Interns shall be permitted to complete all Internships that began prior to the Agreement End Date, and with respect to such Internships, all terms and conditions of the Agreement shall apply until the last such Internship is completed.
- i. This agreement is controlled by the laws of the State of Colorado, without giving effect to its conflicts of laws principles. Any disputes arising under, resulting from or in connection with this Agreement will be heard in the court having jurisdiction in Larimer County, Colorado.

ACCEPTED AND AGREED:

This form is for reference only. Please contact the Phelps Placement Office to request an official AdobeSign Master Internship Agreement.

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