

Article

Research on liability allocation of personal injury accidents of university students during internships

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Abstract: Personal injury incidents involving university students during internships occur with notable frequency, and the issue of liability allocation has long posed significant challenges for judicial practice and educational administration. The legal relationship inherent in internships features composite attributes encompassing both educational administration and quasi-employment relations. Current employment-related legal frameworks exclude interns from the scope of formal employment relations, thereby depriving them of the protection afforded by work-related injury insurance. Meanwhile, within the tort law framework, there exist ambiguities in defining the obligation of safety guarantee, obstacles to identifying the fault of all parties, and considerable disagreements over the choice of liability forms, resulting in drastically inconsistent judicial outcomes. Starting from the composite nature of internship legal relations, this paper systematically demonstrates the dual safety guarantee obligations borne by universities and internship employers for the personal safety of interns, along with their underlying theoretical frameworks. On this basis, adopting fault liability as the imputation principle, this study constructs a categorized system of liability allocation rules by distinguishing multiple scenarios: sole fault of universities, sole fault of internship employers, joint fault, third-party tort, and personal fault of students. In response to the practical dilemma of insufficient institutional supply, this paper proposes systematic improvement approaches: gradually expanding the coverage of work-related injury insurance, establishing a mandatory internship liability insurance system, setting categorized standards for safety guarantee obligations, optimizing the allocation of burden of proof, and developing diversified conflict resolution mechanisms. These proposals aim to provide theoretical support and institutional solutions for the proper handling of internship injury incidents.

Keywords: internship; liability allocation; safety obligation; fault liability; university students

1. Introduction

Internships constitute a critical component of the higher education talent-development system, linking theoretical instruction with professional practice. Statistical data indicate that more than eight million students at regular higher education institutions in China participate in various forms of internship and practical training activities each year, including professional internships, graduation internships, and post-based internships. In the course of participating in production and business operations at internship host entities, students are periodically exposed to personal injury incidents caused by improper operation, equipment failure, poor working conditions, commuting events, and other factors. A search of publicly accessible judicial case databases indicates that, between 2015 and 2023, over 3,000 civil cases involved claims for compensation arising from personal injury incidents sustained by university students during internships, with the number of such cases increasing annually. However, in sharp contrast to the frequent occurrence of such incidents, the legal framework governing internship-related injuries has long lagged behind practice, and the rules governing the allocation of responsibility remain highly ambiguous.

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Under the current legal framework, the protection of interns' rights and interests occupies an intermediate position [1]. On the one hand, because internship relationships are not recognized as employment relationships, interns are excluded from the protective scope of work-related injury insurance provisions and therefore cannot access corresponding compensation benefits. On the other hand, although tort liability principles provide a potential avenue for relief, the statutory provisions concerning the duty to ensure safety remain highly abstract. Clear guidance remains lacking with respect to the content and boundaries of the respective obligations of universities and internship host entities, the criteria for determining fault, and the selection of appropriate forms of responsibility. In judicial practice, some courts have applied employment-related liability rules by analogy and assigned strict responsibility to internship host entities; some courts have strictly adhered to the principle of fault-based responsibility and dismissed students' claims due to insufficient proof of fault; and still others have invoked principles of fairness to apportion losses among the relevant parties. Such substantial divergence in adjudicative approaches not only undermines consistent application of legal standards, but also makes it difficult for the parties to form stable expectations regarding their rights following an incident, thereby increasing the complexity of resolution processes.

Existing scholarship has developed a preliminary foundation for examining responsibility for internship-related injuries from the perspectives of tort liability, employment-related regulation, and internship governance. Studies on the duty to ensure safety indicate that protective obligations of operators, managers, and activity organizers should be delimited by risk creation, capacity to control risks, and the scope of reasonable care; this systematic account provides the theoretical basis for understanding the safety responsibilities of universities and internship host entities. Research on employer liability further suggests that responsibility for injuries sustained by service providers lies at the intersection of contractual arrangements, tort liability, and employment-related regulation, and that responsibility should be allocated by considering both risk distribution arising from the utilization of labor and fault assessment. This offers an important reference for conceptualizing the protective obligations owed by internship host entities to interns. In relation to educational institutions, studies on work-integrated learning show that internship risks run through the conduct of universities, host organizations, and students before, during, and after placement, and that universities bear important governance responsibilities in internship design, risk screening, information communication, and supervision. From the perspective of employment-related regulation and internship policy, internships occupy an intermediate position between "education" and "employment"; denying protective safeguards solely on the basis of formal classification may result in insufficient protection in terms of remuneration, social security, and workplace remedies.

Nevertheless, existing studies either emphasize the educational governance responsibilities of universities or focus on the employment attributes and protective frameworks applicable to internships. They have not yet sufficiently integrated the rules on the duty to ensure safety, employer liability, and multi-party liability under statutory civil provisions to systematically construct the dual safety protection duties of universities and internship host entities, or to allocate responsibility under different fault scenarios [2].

Against this background, this article takes the composite nature of the legal relationship in internships as its logical starting point. It systematically examines the normative basis of the dual-subject duty to ensure safety, constructs a typological framework for responsibility allocation, and proposes pathways for institutional improvement, with the aim of responding to both theoretical and practical needs.

2. The Composite Nature of the Legal Relationship in Internships: The Jurisprudential Basis for Liability Allocation

2.1. Universities and Students: The Continuation of the Educational Management Relationship and the Transformation of Its Content

The foundational legal relationship between universities and students is an educational management relationship grounded in the provision of public educational services [3]. In traditional administrative law doctrine, this relationship was characterized as a special power relationship. However, with the evolution of legal understanding, it has gradually shifted toward a framework in which the authority of educational institutions is bounded by statutory provisions and proportionality considerations, while students' lawful rights and interests are safeguarded through procedural and substantive measures. Within this framework, universities owe students a tripartite set of duties: the duty to educate, the duty to manage, and the duty to protect. The duty to educate focuses on knowledge transmission and competence development; the duty to manage pertains to maintaining norms governing daily conduct; and the duty to protect aims to safeguard students' personal and property security. These three duties are not merely parallel obligations. Rather, the duty to protect constitutes the foundational premise of educational and managerial activities, as educational objectives can be effectively achieved only in an environment where basic safety is secured.

As an integral component of university training programs, internships are usually incorporated into the curriculum and assigned corresponding academic credits; students must complete internships in order to satisfy graduation requirements. From the perspective of legal characterization, internships do not sever the educational management relationship between universities and students. Instead, they transform that relationship in terms of both spatial scope and functional content. Spatially, the relationship extends from the campus to the premises of internship host entities. Substantively, it shifts from classroom-based instructional management to quality oversight and safety assurance throughout the internship process. Universities cannot claim that their educational management obligations cease merely because students have left the physical space of the campus; otherwise, such a position would result in normative evasion of duties and a protection gap for students. Although certain provisions of the Civil Code address injury liability involving minors, the underlying principle of institutional responsibility for safety may inform the protective obligations owed by universities to adult students during teaching-related activities. Unlike primary and secondary school students, university students possess full civil capacity, which moderately adjusts the standard of care expected of universities. Nevertheless, this status does not eliminate the university's duty. Universities must still exercise reasonable care commensurate with professional judgment in matters such as the rationality of internship arrangements, the suitability of internship host entities, the adequacy of safety education and risk communication, and responses to unforeseen incidents [4].

From a comparative law perspective, certain jurisdictions regard internships as an organic extension of the educational mission, under which institutions may bear responsibility for organizational shortcomings in the selection and supervision of internship host entities. Judicial practice in other countries has similarly recognized institutions' duty of care in selecting and supervising internship host entities, based on the contractual or relational obligations arising from student-institutional engagement. These comparative experiences provide useful references for constructing the theoretical framework of liability for internship-related incidents in Chinese universities [4].

2.2. Internship Host Entities and Students: Protective Duties in Quasi-Employment Relationships

The legal relationship between internship host entities and students is the most complex and contested aspect of liability allocation [5]. In terms of its external features, students engage in work activities at internship host entities that are identical or similar to those performed by regular staff. They are subject to the management and direction of the host entity, comply with its internal operational requirements, and are integrated into its production and organizational system. These features closely resemble those of formal employment relationships. However, under the current legal framework governing employment-related matters, a substantive condition for establishing such a relationship

is the mutual intent to form an employment arrangement. Accordingly, work-study activities undertaken by enrolled students during non-class hours, as well as teaching-related internships, are generally considered not to reflect such intent and therefore fall outside the scope of protections applicable to formal employment arrangements.

The exclusion of internship arrangements from formal employment classification rests on specific policy considerations. Imposing the full set of obligations associated with formal employment—including minimum remuneration standards, mandatory social security contributions, and procedural safeguards for termination—could reduce host entities' willingness to offer internship opportunities. This, in turn, might constrain the availability of such positions and impede broader objectives related to professional development and talent cultivation [6]. Nevertheless, the absence of formal employment status does not absolve internship host entities of responsibilities concerning interns' personal safety. Such protective obligations may be justified at three distinct normative levels.

First, the general duty to ensure safety, as established under relevant provisions of the Civil Code, serves as the foundational legal basis for protective obligations owed by internship host entities. Under this principle, operators or managers of premises used for business, public service, or organized group activities bear responsibility for harm caused to others when they fail to fulfill their duty to maintain safe conditions. As controllers of production and operational environments, internship host entities manage potential hazards arising from equipment operation, elevated work tasks, and exposure to chemical substances. They also derive practical benefits from interns' contributions [2]. Consequently, they bear a duty to safeguard interns who enter these environments. This duty encompasses providing workspaces and conditions compliant with national safety standards, supplying appropriate protective gear, implementing effective hazard identification and mitigation measures, and initiating prompt assistance in the event of incidents.

Second, provisions addressing injuries sustained by individuals performing services in personal service arrangements reflect a broader normative principle: the party benefiting from another's labor bears a reasonable duty of care regarding that person's safety during performance [7]. While such provisions directly apply to interpersonal service contexts, their underlying rationale—that benefit derived from labor use entails corresponding responsibility for safety—may be extended by analogy to structured, work-integrated internship arrangements. Although the internship relationship differs formally from personal service arrangements, it shares the essential feature of one party utilizing another's labor under supervision and direction. Therefore, consistent with this normative logic, internship host entities may be held to owe interns a duty of care concerning safety; failure to meet this standard may result in liability determined according to fault.

Third, from an economic perspective, internship host entities—as originators and managers of potential hazards—are best positioned to prevent harm at comparatively low cost. Simultaneously, they obtain tangible benefits from interns' contributions, whether through direct task support for regular staff or indirect efficiencies in operational execution. Even in the absence of monetary compensation, such benefits constitute a basis for allocating responsibility. Under widely accepted principles assigning risk to those who both control hazards and derive advantage, placing the duty of safety protection on internship host entities aligns with both efficiency considerations and fairness in responsibility distribution [8].

In sum, a distinct 'quasi-employment protective relationship' arises between internship host entities and interns [9]. While this relationship does not trigger the full range of rights and duties associated with formal employment, it does impose upon host entities a duty to protect interns' personal safety at a level commensurate with general societal expectations for interpersonal conduct. Breach of this duty may give rise to civil liability based on fault.

2.3. Students Themselves: The Status of Persons with Full Civil Capacity and the Boundaries of Assumption of Risk

University students are generally over the age of eighteen and thus possess full capacity for civil conduct. They have independent judgment and the ability to identify risks, and therefore bear a primary responsibility for their own safety. This legal status influences liability allocation in two ways [10]. First, it supports the application of contributory fault principles, whereby compensation responsibilities of universities and internship host entities may be proportionally reduced when injuries result from students' own negligence or failure to follow operational procedures. Second, the standard of care owed by universities and internship host entities is appropriately adjusted downward, reflecting the student's mature capacity, and does not require the heightened level of supervision applicable to minors.

However, the principle of voluntary assumption of risk must be applied with particular caution in internship settings. First, many internships function as de facto mandatory components of academic programs: they are integrated into required courses, carry assigned credits, and serve as prerequisites for graduation review, significantly limiting students' practical autonomy. Under such structural conditions, the voluntariness of participation is substantially diminished and cannot be equated with the informed, freely chosen acceptance of risk typical of ordinary civil activities. Second, interns operate within the organizational and managerial framework of host entities, adhering to their directives and oversight, thereby occupying a position of factual subordination. Within this hierarchical relationship, interns possess limited influence over work assignments and safety arrangements, making it difficult to establish that risk acceptance occurred in a fully informed and voluntary manner [4]. Moreover, the statutory provision governing voluntary assumption of risk applies specifically to cultural and sports activities involving inherent risks and explicitly requires genuine voluntariness; extending this principle to internship-related personal injury incidents lacks direct statutory grounding.

Accordingly, while a student's status as an adult with full capacity for civil conduct should inform the overall assessment of fault distribution, it must not serve as grounds for discharging universities and internship host entities from their protective obligations under the premise of assumed risk. The appropriate method is to determine each party's share of responsibility through precise application of contributory fault principles after evaluating the specific conduct and omissions of all involved parties, rather than presuming, upon entry into the internship setting, that blanket consent to potential hazards has been granted [11].

3. Principles of Liability Attribution and Bases of Claims in Liability Allocation

3.1. The Establishment of the Principle of Fault-Based Liability and Its Justifications

Within the pluralistic system of attribution principles in tort law, fault-based liability constitutes the general principle, while no-fault liability and equitable liability apply only as exceptions where specifically provided by law. The allocation of liability for personal injury incidents involving university students during internships should, in principle, be governed by fault-based liability [1]. This conclusion is supported by several considerations. First, internship-related injury incidents do not generally fall within the special categories of torts for which statutory provisions expressly prescribe no-fault liability, such as highly dangerous operations, defective products, or environmental harm. Second, making fault a constitutive element of liability can generate positive behavioral incentives for those who bear safety protection responsibilities: liability arises only where attributable fault exists, thereby avoiding an excessively heavy liability burden that might unduly discourage universities and internship host entities from offering internship opportunities. Third, the principle of fault-based liability is consistent with the composite nature of the tripartite internship relationship, enabling liability allocation to correspond to the degree of fault of each party and thereby realizing corrective justice.

Under the framework of fault-based liability, the injured student should bear the burden of proving the responsible party's fault and the causal relationship between that fault and the injury. However, the distribution of evidence in internship-related injury incidents is highly unequal. Key evidence concerning safety training records, equipment maintenance, and compliance with workplace conditions is usually controlled by universities and internship host entities, placing interns at a clear informational disadvantage. To correct this structural inequality, the injured party's burden of proof may be moderately relaxed in specific circumstances. Where a student has provided *prima facie* evidence showing that the injury occurred during internship activities and where deficiencies in safety protection may be reasonably inferred from the external circumstances, the burden of proof should shift to the university and the internship host entity, requiring them to demonstrate that they fulfilled their safety protection obligations. Such relaxation of the burden of proof does not depart from the principle of fault-based liability. Rather, while maintaining the framework of fault-based attribution, it employs procedural mechanisms to provide reasonable protection for vulnerable injured parties [9, 10]. This approach is internally consistent with the logic of allocating the burden of proof for the negative element of "failure to fulfill the duty to ensure safety" under relevant statutory provisions.

3.2. The Limited Scope for the Application of No-Fault Liability

The scope for applying no-fault liability in internship-related injury incidents is narrowly defined. It primarily applies in three situations: first, where internship activities involve operations posing inherent high risks, such as chemistry-related internships in industrial settings where students are exposed to flammable or explosive substances; second, where injuries result from defective machinery or equipment used during the internship; and third, where injuries stem from environmental contamination. In these scenarios, if the university functions solely as an internship coordinator and provider of academic oversight—not as the direct operator of high-risk activities or manufacturer of defective products—it generally does not incur no-fault liability. Conversely, the internship host entity bears no-fault liability when it directly conducts high-risk operations [11].

A more contested question concerns whether, when the internship host entity utilizes interns beyond the bounds of educational support and effectively integrates them into operational roles, the formal classification of the relationship may be set aside to apply compensation standards analogous to those for occupational injury protection. Judicial practice has seen limited instances where courts have recognized *de facto* working relationships—particularly when graduating students perform duties indistinguishable from regular staff, operate under comprehensive supervision by the host entity, and receive primary remuneration from that entity—leading to application of occupational injury protection frameworks. While such rulings remain rare, they signal a functional reassessment of rigid formal criteria for relationship classification [8]. This analysis contends that rather than relying on *ad hoc* judicial reinterpretations of relationship definitions to extend injury protection to students, a more robust and scalable approach would be legislative refinement to extend occupational injury protection coverage to designated categories of internships. Such a structural adjustment offers greater consistency and long-term viability, as elaborated subsequently.

3.3. Restrictions on the Application of the Equitable Liability Clause

A provision in the current civil legal framework states that, where neither the injured party nor the actor is at fault for the occurrence of damage, the parties shall share the loss as prescribed by statutory provisions. Compared with a corresponding provision in the prior legislation on liability for harm, the current provision limits the application of equitable liability strictly to cases expressly authorized by statutory provisions, thereby narrowing judicial discretion and reflecting legislative prudence in its deployment [6, 9].

In internship-related injury incidents, equitable liability must be applied with particular caution. First, fault-based liability analysis must be fully pursued before

equitable liability is considered; courts should not resort to equitable liability simply because fault determination presents challenges. Such challenges should be resolved through appropriate application of evidentiary principles, rather than substituting attributional clarity with generalized notions of fairness [3]. Second, even where no party bears fault, it remains necessary to assess whether factors such as the severity of harm and significant differences in the parties' financial capacity are present. Equitable liability may be invoked only in exceptional circumstances where non-allocation of loss would result in evident inequity. Third, where insurance mechanisms provide adequate compensation for the harm, relief through insurance should be prioritized over equitable liability, ensuring that the social protective function of insurance systems remains intact.

4. Typological Analysis: Rules for Liability Allocation under Different Forms of Fault

4.1. Sole Fault of the University

Where a university's sole fault causes a student to suffer personal injury during an internship, the university shall bear compensatory liability commensurate with the degree of its fault and the causal contribution of its conduct [1, 5]. In practice, fault on the part of the university mainly manifests in the following ways.

First, negligent selection. When selecting an internship host organization, the university fails to conduct a reasonable assessment of the organization's foundational conditions, including compliance with occupational safety standards, provision of protective measures, and historical safety performance, thereby placing students in settings with evident safety risks and resulting in injury. The standard of care for selection should be determined by reference to prevailing practices among peer educational institutions, with the diligence expected of a 'reasonable higher education institution' under comparable circumstances serving as the benchmark. For organizations with which the university maintains long-standing cooperative or internship-base relationships, the duty of assessment remains ongoing; prior approval does not exempt the university from periodic safety evaluation.

Second, insufficient safety preparation and risk communication. Prior to the internship, the university fails to deliver targeted safety instruction or adequately inform students about site-specific hazards—such as those associated with equipment operation, hazardous substance exposure, or elevated work environments—leading to injury stemming from inadequate hazard awareness. The scope and intensity of the duty to prepare students should be calibrated according to the inherent risk level of the internship role. The expectation is comparatively modest for routine administrative internships, but significantly elevated for roles involving equipment operation, infrastructure-related tasks, chemical handling, or similarly high-risk activities.

Third, lack of oversight during the internship period. After students commence their placement, the university fails to implement functional mechanisms for communication and periodic review, overlooks noncompliance or safety deficiencies at the host organization, or responds inadequately to student-reported safety concerns. Oversight responsibility does not entail continuous on-site supervision of internship activities; such an expectation would be impractical and unreasonable. Nevertheless, the university must establish foundational review protocols, reliable communication channels, and structured response procedures to maintain appropriate situational awareness regarding student safety throughout the internship.

Fourth, substandard post-incident response. Following a student injury during an internship, the university delays activation of its response protocol, fails to facilitate timely medical assistance, neglects evidence preservation, or omits coordinated engagement with the host organization, thereby exacerbating the harm sustained. In such cases, the university bears compensatory responsibility for the portion of damage attributable to this delayed or ineffective response.

Regarding liability structure, responsibility arising solely from university fault typically constitutes several liability. As no joint tort relationship exists between the

university and the student, the university is accountable only for the share of compensation corresponding to its own fault, while residual loss falls to other legally responsible parties or, where applicable, to the student [1, 7].

4.2. Sole Fault of the Internship Host Entity

Where a student's injury results exclusively from the internship host entity's failure to fulfill its duty to ensure safety, the host entity bears full tortious liability for compensation. This constitutes the most frequently encountered scenario in practice, with the host entity's fault primarily evident in the following ways.

First, inadequate working conditions. The workplace, machinery, equipment, electrical installations, or other facilities provided by the internship host entity do not conform to national occupational safety standards, contain identifiable hazards, and lack effective protective safeguards, thereby resulting in injury to students during routine activities. For instance, machinery without proper guarding may lead to limb entrapment; floors with insufficient traction and no hazard signage may cause slips and falls. Second, insufficient safety provisions. The internship host entity does not supply interns with required personal protective equipment—such as helmets, gloves, eye protection, or respiratory masks—fails to deliver essential pre-assignment safety instruction and operational guidance for high-risk tasks, and directly assigns students to operational roles without adequate preparation. Third, inappropriate task allocation. The internship host entity assigns students to duties exceeding their physical capacity or technical proficiency—such as extended periods of physically demanding work or specialized operations requiring formal certification—or schedules assignments during unsuitable timeframes, leading to personal injury. Notably, when the internship host entity mandates extended working hours or otherwise contravenes statutory regulations governing working time, thereby contributing to fatigue-related harm or incidents occurring during travel to or from the internship site, such noncompliant practices must be weighed carefully in assessing fault. Fourth, delayed response following an incident. If, after an injury occurs, the internship host entity fails to initiate prompt and appropriate medical assistance or to timely inform both the affiliated university and the student's family—and such delay exacerbates the injury—the entity is responsible for the additional harm attributable to that delay.

Tort liability arising solely from the internship host entity's fault can be clearly established where evidentiary support is robust. A practical challenge lies in interns' limited access to internal safety documentation and operational records held by the host entity, making it difficult to substantiate the precise nature and extent of the entity's shortcomings. To address this, evidentiary requirements for students may be reasonably adjusted to lower the burden of proof; concurrently, regulatory frameworks should encourage mandatory registration and transparency regarding the safety conditions of internship host entities, thereby strengthening the factual foundation for subsequent liability determination.

4.3. Concurrent Fault of the University and the Internship Host Entity

Where both the university and the internship host entity are at fault, and multiple contributing factors lead to the student's personal injury, the situation involves liability among multiple parties. In such cases, determining liability allocation hinges on clearly distinguishing between several liability and joint liability.

When two or more parties independently commit acts that result in the same harm, and each act alone is sufficient to cause the full extent of the damage, liability is borne jointly. Where the acts independently cause the same harm but the degree of responsibility can be ascertained, each party bears liability proportionate to its share; if the respective shares cannot be clearly determined, liability is allocated equally. Applying this framework to internship-related injuries requires a case-specific evaluation of how each party's conduct contributed to the harm.

In practice, concurrent fault commonly manifests in scenarios such as: inadequate vetting of the internship host entity by the university alongside insufficient safety

oversight by the host; insufficient safety instruction by the university coupled with incomplete orientation and protective measures by the host; or failure by the university to act upon awareness of substandard conditions at the host site, while the host continues unsafe work arrangements. In these instances, the university's fault typically reflects broader systemic or foundational responsibilities, whereas the host's fault operates more directly in the sequence leading to injury. As the causal contribution of each party is generally distinguishable, several liability represents the standard approach.

Joint liability applies only in narrowly defined situations. It may be warranted where the faults of the university and the internship host entity are so closely intertwined that they form an inseparable cause of harm—for instance, where the university possesses clear knowledge of serious safety deficiencies at the host site yet fails to intervene and instead facilitates student placement in hazardous roles—such conduct may constitute a coordinated breach approaching intentional disregard. Alternatively, joint liability may apply where both parties exercise shared authority over internship organization and management, and each party's failure independently suffices to cause the full harm [11]. The imposition of joint liability must adhere strictly to the principle of proportionality and must not be extended based solely on considerations of victim welfare. Doing so would obscure distinctions in fault severity and weaken the deterrent effect of civil liability rules.

Once joint liability is established, internal apportionment between the university and the internship host entity should reflect their relative degrees of fault and causal contribution. Any pre-existing agreement on responsibility distribution set forth in the internship arrangement may inform internal allocation, provided it does not contravene mandatory protective duties. However, such agreements hold no effect against the injured student's right to seek full compensation from either party.

4.4. Third-Party Torts

When an intern sustains injury at the internship site or during internship-related commuting due to conduct by a third party unrelated to the internship host entity or the educational institution, that third party bears responsibility for the harm caused [3]. The central legal question in such cases concerns the extent to which the educational institution and the internship host entity may bear responsibility under their respective duties to safeguard student welfare.

Legal provisions governing premises-based liability stipulate that where harm results from third-party conduct, the third party bears primary responsibility; however, operators, managers, or organizers who fail to fulfill their duty to safeguard persons on their premises may bear supplementary responsibility commensurate with their degree of fault. Within the internship framework, the educational institution and the internship host entity may each assume distinct responsibilities based on their functional roles. As the entity managing operational premises, the internship host bears responsibility for maintaining secure conditions and preventing or intervening against third-party misconduct occurring within its facilities. As the organizer of the internship program, the educational institution bears responsibility for exercising due diligence in selecting and evaluating host entities, including assessment of security infrastructure and workplace safety protocols. Where the host entity's access control is ineffective, security personnel are absent, unauthorized individuals can freely enter work areas and cause harm, or internal management failures permit other staff to endanger interns, the host entity may be held to bear supplementary responsibility [10]. Similarly, if the educational institution becomes aware of serious security deficiencies at the host site yet fails to take timely and appropriate remedial action, it may also bear supplementary responsibility proportionate to its oversight failure.

Supplementary responsibility operates under three key conditions: it arises only when the third party is unable or insufficiently able to compensate the injured party; the responsible party bears only a share of loss corresponding to its own fault—not full liability; and after discharging this obligation, the responsible party retains a right of recovery against the third party. In internship contexts, however, strict application of this

mechanism may undermine accountability. If the internship host entity routinely recovers the full amount paid in supplementary compensation from the third party, its actual economic exposure remains negligible, thereby weakening incentives to uphold safety standards. To reinforce preventive objectives, the supplementary responsibility borne by the duty-bound party should be treated as final and non-recourse to the extent corresponding to its fault—precluding full recovery from the third party. This adjustment better aligns liability outcomes with the core function of civil responsibility in deterring foreseeable harm.

4.5. Student-Related Causes and Contributory Fault

Where a student suffers injury during an internship due to causes attributable to the student, the compensatory responsibility of the university and the internship host entity should be reduced accordingly under the principle of shared responsibility [8]. Student-related causes mainly include violating clearly stated safety operating procedures of the internship host entity, entering expressly prohibited dangerous areas without authorization, engaging in private activities wholly unrelated to internship tasks, working after consuming alcohol or substances that impair judgment, and failing to use—or using improperly—the personal protective equipment provided.

The application of shared responsibility involves two core issues: the quantitative standard for determining the proportion of responsibility, and the consideration of structural imbalance. The proportion should be determined by comprehensively assessing the following factors: the nature of the student's conduct—whether it reflects intentional misconduct, gross carelessness, or ordinary carelessness; the causal contribution of that conduct to the occurrence of harm; the severity of any breach of duty of care by the university or internship host entity; and the extent to which the student's conduct diverged from prior training and guidance. In terms of quantification, reference may be made to established ranges used in civil liability practice. Where the student exercised ordinary carelessness, the liable party's compensation obligation is generally reduced by 10% to 30%. Where the student exhibited gross carelessness, the reduction may range from 30% to 50%. Where the student's intentional act or serious risk-taking behavior—unrelated to internship duties—constitutes the primary cause of harm, the liable party's responsibility may be reduced by more than 50%, or even fully relieved.

Structural imbalance is a factor that must be carefully considered in the internship context. As noted earlier, the mandatory nature of internships, the hierarchical relationship between parties, and information asymmetry place students in a substantially dependent position. When evaluating a student's conduct, full attention should be given to whether the student faced difficulty declining unlawful instructions from the host entity due to concerns about internship evaluation affecting academic progression; whether workplace norms emphasized speed and efficiency to the point of implicitly tolerating procedural deviations; and whether, as an enrolled student still undergoing professional development, the student possessed adequate knowledge and experience to recognize specific hazards. These considerations do not eliminate the student's duty of care, but they may moderate the assessment of fault severity, thereby appropriately maintaining the respective responsibility shares of the university and the internship host entity.

5. Practical Dilemmas: Structural Deficiencies in Institutional Supply

5.1. Difficulties in Recognizing Labor Relationships and the Absence of Work-Related Injury Insurance Protection

The greatest institutional obstacle to compensating interns for personal injuries lies in the stringent criteria for recognizing employment relationships and the resulting exclusion from work-related injury insurance coverage [1]. According to regulatory guidance issued prior to recent administrative reorganization, work-study activities undertaken by enrolled students in their spare time are not classified as formal employment and do not establish employment relationships. Although this provision

formally applies only to work-study arrangements, administrative and judicial practice has broadly extended its application, effectively excluding most internship arrangements from statutory employment protections. Courts have consequently adopted a subjective assessment focused on whether the parties intended to form an employment relationship, often giving insufficient weight to the objective nature and functional reality of the work performed.

This approach produces systemic consequences. Interns may face workplace risks equivalent to those encountered by regular employees when injured during work-related activities, yet they are denied access to the most fundamental and stable form of protection—work-related injury insurance—solely due to their status as students. The advantages of this system—including compensation without fault attribution, relatively standardized benefit criteria, and reliable fund-based disbursement—are therefore unavailable to interns, who must instead rely on civil liability proceedings. In such proceedings, students bear the burden of proving fault and causal connection, while also confronting protracted timelines and challenges in securing enforceable compensation awards, significantly diminishing the practical effectiveness of redress.

In recent years, certain provincial-level administrative regions have initiated pilot measures to extend work-related injury insurance coverage to specific categories of interns. For instance, Jiangsu permits vocational and higher education students aged 16 or above—who meet prescribed enrollment and contribution requirements—to apply for work-related injury recognition and capacity assessment following injury during internships. Similar experimental initiatives have been launched in Zhejiang and Guangdong. While these localized efforts yield valuable operational insights, they remain geographically limited, narrowly scoped, and inadequately integrated with overarching legislative frameworks [8, 10]. A nationally coordinated and uniformly applicable policy remains outstanding.

5.2. The Institutional Vacuum in Insurance Protection

Beyond work-related injury insurance, the main insurance tools currently available for internship-related injuries are school liability insurance, student personal injury insurance, and internship liability insurance, all of which have clear limitations.

School liability insurance covers compensation liability legally borne by schools for student injuries arising from institutional fault. As a form of liability insurance, it is triggered only when the school is determined to bear legal responsibility and therefore does not apply to internship injuries where the school bears no fault. Some policies also exclude off-campus internships or impose special conditions, further limiting coverage. Student personal injury insurance, by contrast, is a voluntary individual insurance product with relatively low premiums and narrow scope; its benefit amounts are often inadequate for severe injuries. Moreover, because it operates independently of legal responsibilities assigned to universities or internship host organizations, its role in facilitating resolution of related matters remains limited.

Internship liability insurance has been promoted in recent years under regulatory guidance issued jointly by relevant departments for vocational education. It requires vocational schools and internship host organizations to purchase such insurance for student interns. However, this requirement applies exclusively to vocational school students. For undergraduate students at regular higher education institutions, no comparable mandatory insurance framework exists, and most universities have not established systematic internship insurance arrangements. Even within vocational education, compensation standards, coverage scope, and claims processes lack sufficient standardization, leading to notable variations in actual protection levels across regions and institutions.

5.3. Ambiguous Standards for Safety Protection Duties and Inconsistent Judicial Decisions

The duty to ensure safety serves as the foundational legal basis for assigning tort responsibility to educational institutions and internship placement entities. However, the relevant statutory provision offers only a general framework, granting courts

considerable interpretive latitude in individual cases. Within the internship setting, this duty lacks clearly defined categories and measurable benchmarks. It remains unclear what level of safety oversight educational institutions should exercise as coordinators, what facility-based safety requirements internship placement entities must satisfy as site supervisors, and how responsibilities between the two parties should be delineated and harmonized.

This lack of clarity has resulted in notable variation across judicial outcomes. A review of publicly available rulings indicates that, in comparable internship-related injury matters, some courts have determined that educational institutions discharged their responsibilities regarding partner selection and safety instruction and thus bear no liability, while others have assigned partial liability based on oversight shortcomings. Similarly, courts have varied in assigning full compensation responsibility to internship placement entities, imposing limited responsibility, or distributing financial obligations among involved parties under principles of fairness. Such variability weakens the normative predictability of legal standards: prior to incidents, stakeholders cannot reliably ascertain their respective obligations and conduct expectations; following incidents, they face challenges in forming realistic anticipations concerning resolution processes.

6. Institutional Improvement: Toward Systematic Normative Construction

6.1. Phased Expansion of Work-Related Injury Insurance

Extending work-related injury insurance to interns should follow a phased and differentiated strategy to ensure institutional stability and prevent undue pressure on host organizations.

At the first level, internships involving direct assignment to operational roles should be incorporated into mandatory work-related injury insurance coverage. Unlike observational or experiential internships, such assignments place students in functional positions where their tasks closely mirror those of regular staff, they operate under full supervision by the host organization, and the duration typically spans six months to one year. Given that host organizations benefit substantially from this arrangement, these internships exhibit the strongest functional alignment with formal employment relationships. Inclusion within work-related injury insurance is thus both legally sound and operationally necessary. Drawing on pilot initiatives in Jiangsu and other regions, host organizations may be permitted to pay separate work-related injury insurance premiums for interns in such roles, with injuries sustained during the internship assessed and compensated in accordance with relevant administrative provisions. At the second level, professional internships—while less functionally aligned with standard employment—still involve placement in real-world operational settings and entail measurable occupational exposure. A flexible, guidance-based framework is therefore appropriate, allowing local authorities and industry sectors to determine coverage scope based on contextual factors. A voluntary or incentivized participation model may be adopted, enabling universities or host organizations to decide on insurance enrollment according to the risk profile of the internship role. At the third level, observational and experiential internships that do not entail active participation in production activities may continue to rely primarily on civil liability mechanisms, while complementary insurance safeguards should be strengthened.

6.2. Establishing a Mandatory Internship Liability Insurance System

For internships not covered by work-related injury insurance, a comprehensive mandatory internship liability insurance system should be established. Its coverage should include personal injury or death sustained by students during internships, including reasonable commuting activities, irrespective of fault attribution to the university or host entity. Compensation should be triggered automatically upon confirmation that an incident falls within the insured scope, without requiring prior determination of legal liability, to ensure timely support [5].

Institutionally, internship liability insurance should operate under a unified national framework specifying minimum coverage levels, baseline premium standards, and standardized claims procedures, while permitting provincial authorities to enhance these standards in accordance with local economic conditions. Premiums should be sourced through a shared funding mechanism involving fiscal subsidies, institutional contributions from universities, and appropriate participation by internship host entities. Fiscal transfer payments should be strengthened for less developed regions to mitigate regional disparities in student protection. Enrollment should follow a compulsory model analogous to mandatory motor vehicle liability insurance, rendering internship liability insurance a prerequisite for participation in off-campus internships.

Coordination among work-related injury insurance, commercial accident insurance, and internship liability insurance is essential. Clear regulatory provisions should delineate the sequence of benefit disbursement and mechanisms for benefit coordination, thereby preventing overlapping coverage, misaligned compensation, and fragmented safeguards. The objective is to establish a coherent, multilayered system for addressing injuries arising from internship activities.

6.3. Typological Standards for Safety Protection Duties

Legislation should establish clear, operationally applicable typological standards for safety protection duties in university student internships. It is recommended that relevant administrative departments jointly develop Benchmark Standards for Safety Conditions in University Student Internships, differentiated by industry sector and internship modality. These standards would provide concrete behavioral guidance for higher education institutions and internship host organizations, while also serving as an objective reference for determining responsibility in cases involving personal injury or harm.

The standards should address four key domains. First, they should define minimum safety requirements for internship host organizations, covering infrastructure for safe operations, hazard identification and mitigation measures, and provision of protective equipment appropriate to the sector. Second, they should outline institutional safety management responsibilities for higher education institutions, including criteria for vetting and approving host organizations, mandatory safety training content and duration, scheduled supervision frequency and documentation protocols during internships, and core components of contingency response frameworks. Third, they should stipulate enhanced safety provisions for internships involving elevated risk—such as work at elevated levels, operations in restricted environments, exposure to harmful substances or conditions, and overnight assignments. Fourth, they should mandate inclusion of specific safety-related provisions in internship agreements, specifying mutual responsibilities, insurance coverage arrangements, and procedures for incident reporting and follow-up, while expressly prohibiting pre-emptive relinquishment of safety obligations through standardized contractual terms.

6.4. Optimizing the Allocation of the Burden of Proof

In litigation concerning injuries sustained during internships, the allocation of the burden of proof should adhere to fault-based liability principles while allowing moderate flexibility to address structural inequities arising from disparities in access to evidence.

First, a *prima facie* proof standard should be established: once the student demonstrates that the injury occurred during internship activities and that preliminary circumstances suggest deficiencies in workplace safety or in the safety management responsibilities of the university or host organization, the initial burden of proving fault is satisfied, shifting the evidentiary responsibility to the university and host organization to demonstrate fulfillment of their duty to ensure safety. Second, the obligation to cooperate in evidence production must be reinforced for both institutions; they shall preserve and submit relevant documentation—including surveillance records, safety training logs, equipment maintenance histories, and workplace condition inspection reports. Unjustified refusal to provide such materials or loss due to negligent preservation

shall trigger adverse factual inferences [11]. Third, professional appraisal mechanisms and expert assistance should be incorporated: in cases involving technical complexity—such as machinery safety or compliance with occupational health and safety standards—qualified appraisal institutions or expert assistants may offer objective assessments to support judicial determination of fault and causal relationships. Fourth, the threshold for establishing causation should be moderately adjusted: where multiple parties contribute to risk, a 'substantial increase in risk' standard may apply; if the injury falls within the category of harms that the breached safety duty was designed to prevent, causation may be recognized without requiring rigorous scientific demonstration.

6.5. Improving Diversified Dispute Resolution Mechanisms

Incidents involving internship-related injuries involve both internal educational governance responsibilities and civil liability considerations. Relying solely on judicial proceedings is therefore inadequate. A comprehensive, multi-path resolution framework—incorporating consultation, mediation, arbitration, and judicial adjudication—should be advanced.

First, a tripartite consultation mechanism among the university, the internship host entity, and the affected student should be institutionalized. Following an incident, parties should be encouraged to engage promptly to address urgent matters—including medical care coordination, provisional financial support, and compensation arrangements. Educational authorities may issue procedural guidance to facilitate such consultations. Second, administrative mediation functions should be enhanced. As supervisory bodies for higher education institutions, educational administrative departments can serve as impartial facilitators in internship-related incident resolutions. Administrative mediation offers procedural flexibility, cost efficiency, and a cooperative orientation—helping sustain enduring partnerships between universities and host entities while delivering timely redress for students. Mediation agreements confirmed through judicial review shall possess binding legal effect. Third, specialized industry-based mediation platforms should be established [10]. Leveraging higher education associations and relevant sectoral organizations, dedicated internship incident mediation committees—comprising experts in educational administration, occupational safety, and legal practice—can deliver technically sound and impartial assistance in complex cases. Fourth, coordination between arbitration and judicial processes should be refined. Cases with straightforward factual foundations and modest claim amounts may proceed under expedited procedures, whereas multi-party or legally intricate matters must retain full access to judicial adjudication. Within court proceedings, professional judges' deliberative mechanisms and guiding-case references should be systematically applied to ensure adjudicative consistency.

7. Conclusion

The allocation of responsibility for personal injury incidents involving university students during internships is a complex issue situated at the intersection of educational governance, regulatory frameworks governing workplace engagement, and principles of civil redress. The dual character of internship relationships—integrating academic oversight with functional workplace participation—implies that universities and host organizations share essential obligations to safeguard student well-being. Within the prevailing legal architecture, a balanced approach centers on statutory safety obligations, adopts fault-based responsibility as the primary basis for attribution, and develops differentiated rules for assigning responsibility according to the nature and degree of fault.

However, individualized civil remedies are insufficient to supplant structural mechanisms for managing risk exposure. Extending occupational injury coverage to defined categories of interns, instituting mandatory internship-related liability coverage, clarifying duty expectations by internship type, calibrating evidentiary expectations appropriately, and enhancing accessible, multi-path resolution pathways collectively form a coherent framework for addressing internship-related injury risks. Only through

coordinated advancement of responsibility attribution and systemic compensation can accountability be meaningfully established and harm effectively addressed. This dual emphasis reinforces the safety infrastructure underpinning experiential education, enabling students to transition into professional settings with opportunities for development and learning—while minimizing exposure to avoidable harm.

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