

**GEORGE MASON UNIVERSITY
EXPERIENTIAL LEARNING AGREEMENT**

THIS EXPERIENTIAL LEARNING AGREEMENT ("Agreement"), dated this ____ day of _____, 20__ (the "Effective Date"), is made by and among

("Student"),

("Site"),

and George Mason University ("University"), an educational institution and agency of the Commonwealth of Virginia, (together, the "Parties"). The purpose of this Agreement is to place Student in an off-campus work assignment with the Site, as part of an experiential learning program ("ELP"), consistent with the learning outcomes of the syllabus and offered by the University for academic credit.

Description of ELP

Student

Name: _____

G#: _____

Email: _____

Phone: _____

Site

Organization or Agency Name: _____

Address: _____

Site Supervisor: _____

Title: _____

Email: _____

Phone: _____

Mason

Faculty Supervisor: _____

Title: _____

Email: _____

Phone: _____

Term of ELP (Start Date – End Date): _____

Syllabus (link):

https://d101vc9winf8ln.cloudfront.net/documents/11781/original/ELA2022Effective-Date220118150044_%281%29.pdf?1666790637

Student and Supervisor MUST answer questions below:

Description of Student Responsibilities:

Please list: Learning Objectives:

The following documents are attached and are incorporated herein by reference:

1. Attachment A: Terms and Conditions
2. Attachment B: Student Participation Consent Agreement

The Student, the Site, and the University agree with the above terms, and with the terms and conditions of the Attachments.

Student:_____

Date:_____

Site:_____

Date:_____

University:_____

Date:_____

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT A
TERMS AND CONDITIONS

1. Definitions.

- a. "ELP" or Experiential Learning Program means an off-campus, structured hands-on learning experience at Site (internship/externship/practicum) for the benefit of the Student, in which Student performs work under the supervision of the Site Supervisor for which the student will receive academic credit upon successful completion.
- b. "Site Supervisor" means a Site employee, agent, or volunteer, who is responsible for monitoring and supervising the Student throughout the ELP.
- c. "Faculty Supervisor" means a University faculty member who places and/or monitors the Student in the ELP.

2. Termination. The Site or the University may terminate this Agreement at any time without cause, provided that any student currently engaged in the ELP shall be given the opportunity to complete it, if possible.

3. Site Responsibilities.

- a. *Site Supervisor.* Site shall provide Student with a Site Supervisor. The Site Supervisor shall monitor and supervise the Student throughout the ELP.
- b. *Program.* Site shall provide Student with experiential learning opportunities consistent with the syllabus (Link) and the student responsibilities stated in the ELA.
- c. *Insurance.* Site shall maintain in force during the Term of this Agreement, general and professional liability insurance, insuring Site and its agents and employees for their acts, failures to act or negligence, in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Site agrees to advise the University of any changes in this insurance coverage. Site will provide University a Certificate of Insurance ten (10) days prior to the start of performance of this Agreement. Continued evidence of insurance shall be provided upon replacement of coverage and at least 15 days prior to each renewal until no longer required by this Agreement.
- d. *Compliance with Laws.* The Site shall at all times remain in compliance with all Federal and State laws and regulations.
- e. *Orientation.* Site shall orient both Faculty Supervisor and Student to the Site's rules, policies, regulations and procedures.
- f. *Performance Evaluation.* Upon request of the Faculty Supervisor, Site shall assist the University in the evaluation of the Student's ELP participation, learning and performance.
- g. *Disclosure of Known Risks.* The Site shall disclose to Student known risks associated with Student's participation in the ELP.

4. University Responsibilities.

- a. University will assign to Site only those Students who successfully complete any necessary prerequisite courses.
- b. University will assign a Faculty Supervisor to monitor the Student throughout the ELP.
- c. The University is responsible to the Student for academic supervision and grading.
- d. *Insurance.* The University is an agency of the Commonwealth of Virginia and is self-insured by the Commonwealth of Virginia Risk Management Plan for all claims up to the maximum provided by the Code of Virginia. The University, its agents, Students (while participating within the authorized scope of a clinical, internship, externship, or other ELP in order to meet pedagogical requirements), and employees are covered to the extent provided in the Plan. This insurance does not cover the operation of Site vehicles. Additionally, the Plan may not provide coverage for the Student while participating in the ELP if the Student is also an employee of the Site. All determinations regarding Plan coverage are made by the Department of Risk Management and not the University. The University will provide a Certificate of Insurance upon request.

5. Student Responsibilities.

- a. *Registration.* Student must register and pay tuition for the University course prior to the commencement of the ELP.

- b. *Insurance.* Student shall at all times maintain sufficient health, accident, and hospitalization insurance for the duration of the ELP. Student is responsible for any expenses incurred due to injury, illness or damage suffered during the course of the ELP.
- c. *University Honor Code, Code of Student Conduct, Catalog and Policies.* Student understands and agrees that Student and ELP activities are at all times bound and subject to the George Mason University Honor Code, Code of Student Conduct, Catalog and Policies.
- d. *Consent Form.* Student agrees to sign the consent agreement attached as Attachment B.
- e. *Disclosure of Known Risks.* Student shall ensure that Site discloses to Student and Student is aware of known risks associated with participation in the ELP.

6. COVID-19.

- a. Student must comply with all University and Site policies, procedures, and directives regarding COVID-19. If Student experiences symptoms associated with COVID-19 or becomes exposed to someone infected with COVID-19, they must notify the Site Supervisor and Faculty Supervisor and follow CDC recommendations regarding self-isolation and/or quarantine.
- b. Site must be in compliance with all applicable federal, state, and local laws, regulations, rules, guidance, or executive orders pertaining to COVID-19.

7. General.

- a. *Independent Contractors.* The relationship of University and Site to each other is solely that of independent contractors. University and Site shall not be considered an employee, agent, partner or fiduciary of the other. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- b. *No Employment or Compensation.* No Student will be considered an employee of either the University or the Site as a result of participation in the ELP and the Student shall not displace any of Site's regular employees. In addition, the Parties understand and agree that Students will not be entitled to compensation for their participation in the ELP or be entitled to a job at the conclusion of the ELP.
- c. *Liability.* To the extent provided by the laws of the Commonwealth of Virginia, the University shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Site agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require the University to indemnify, defend, or hold harmless Site for claims brought against Site.
- d. *Nondiscrimination.* The Parties agree not discriminate on any basis prohibited under state or federal law or University policy.
- e. *Confidential Information.* Neither party shall disclose or use any information of a private, confidential or proprietary nature, or any other trade secret, without prior written authorization, except as required by law. The Parties shall also advise Students regarding the confidentiality of records and Site may request a Student sign a confidentiality agreement provided by the Site prior to participation in the ELP.
- f. *FERPA.* All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and Code of Virginia § 23.1-405(C). Site and its employees shall be considered a "school official" with "legitimate educational interests" University education records, as those terms have been defined under FERPA and its implementing regulations, of any student participating in the ELP, to the extent those records are necessary for the student's participation in the ELP. Site and its employees agree to abide by the limitations and requirements imposed on school officials, only use the education records for the purposes related to the student's participation in the ELP, and not share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
- g. *Amendment to Agreement.* No amendment or modification of this Agreement shall be valid unless in writing and executed by authorized representatives of the Parties.
- h. *Applicable Laws.* This Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. If any provision or part of this Agreement is

held to be invalid under such laws, the other provisions or parts of this Agreement will remain in full force and effect. All disputes arising under this contract shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.

- i. *No Assignment.* Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the Parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the Parties and their successors and assigns.
- j. *Force Majeure.* Neither party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- k. *Final Agreement.* This Agreement and attachments constitute the entire understanding of the Parties and supersedes all prior oral or written agreements with respect to the subject matter herein.
- l. *Advertising.* Site shall not use, in its external advertising, marketing programs or promotional efforts, any trademark, mark, data, pictures or other representation of the University except on the specific written authorization in advance by the University.

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT B
STUDENT PARTICIPATION CONSENT AGREEMENT

This Participation Consent Agreement is for all students in George Mason University's experiential learning program ("**ELP**") (i.e. internships/externships/practicums), including without limitation, students, faculty, staff, George Mason University and the agencies and individuals cooperating with the University. The student must sign this Agreement, with parental or guardian approval if the student is under the age of 18, to indicate agreement with the terms and conditions of the Agreement and permission to participate in the designated ELP.

Student Name: _____

Student G#: _____

College/School: _____

Course Prefix/Number: _____

Course Title: _____

I understand that participation in any ELP involves some element of risk, including, without limitation, property damage or loss, personal injury, bodily injury, and death and that the University cannot guarantee my or my property's safety. By participating in an ELP I am voluntarily assuming these risks.

I understand that as a condition of my participation in the ELP, I am required to have health insurance coverage. I further understand that it is my responsibility to obtain, maintain and pay for such insurance while participating in the ELP, and any failure to do so may result in disciplinary action, including without limitation, loss of academic credit, suspension or permanent dismissal. By signing below, I am certifying that I have obtained such required insurance. In addition, regardless of my insurance coverage, I understand that I am financially responsible for any and all medical treatment related expenses that I may incur while participating in the ELP.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE BELOW.

Signature of Student

Date

Printed Name of Student

Semester/Academic Year

Signature of Parent or Guardian
(if Student is under the age of 18)