

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT B
GENERAL TERMS AND CONDITIONS

1. **Termination.** The Site or the University may terminate this Agreement at any time without cause, provided that any student currently engaged in the Program at Site shall be given the opportunity to complete the Program, unless the release is related to poor performance.
2. **Definitions.**
 - a. "Site Supervisor" means a Site employee, member, or volunteer, who is responsible for monitoring and supervising the Student throughout the Program.
 - b. "Program" means the structured learning experience at Site, in which Student performs work under the supervision of the Site Supervisor.
 - c. "Faculty Supervisor" means a GMU faculty member who places and monitors the Student in the Program.
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 Program.
 - b. *Insurance.* Site shall maintain in force during the Term, general and professional liability insurance, insuring itself 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.
 - c. *Compliance with Laws.* The Site shall at all times remain in compliance with all Federal and State laws and regulations, which may affect the Program.
 - d. *Orientation.* Site shall orient both Faculty Supervisor and Student to the rules, policies, regulations and procedures of the Site.
 - e. *Performance Evaluation.* Upon request, Site shall assist the University in the evaluation of the learning and performance of participating Student.
 - f. *Disclosure of Known Risks.* The Site shall disclose to Student known risks associated with Student's participation in the Program.
4. **University Responsibilities.**
 - a. University agrees to assign to Site only those students who shall have successfully completed any necessary prerequisite courses.
 - b. University will assign Faculty Supervisor to Student, to monitor the Student throughout the Program.
 - c. The University is responsible to Student for academic supervision and grading.
5. **Student Responsibilities**
 - a. *Registration.* Student must register and pay tuition for the course prior to the commencement of the Program.
 - b. *Insurance.* Student shall at all times maintain sufficient health, accident, and hospitalization insurance for the duration of the Program. Student shall be responsible for any expenses incurred due to injury, illness or damage suffered during the course of the Program.
 - c. *Honor Code.* Student understands and agrees that he or she is at all times during the Program bound by the George Mason University Honor Code, and that Program activities are subject to the Honor Code.
 - d. *Consent Form.* Student agrees to sign the consent agreement attached as Attachment C.
 - e. Student understands that he or she is at all times subject to the Catalog and University Policy.

- f. *Disclosure of Known Risks.* Student shall ensure that Site discloses to Student and Student is aware of known risks associated with participation in the Program.

6. General

- a. *Independent Contractors.* The relationship of the Parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically provided in this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the parties.
- b. *University Liability.* As a state agency, the University is self-insured under the Commonwealth of Virginia Risk Management Plan. This insurance does not cover the operation of Agency vehicles. To the extent provided by the laws of the Commonwealth of Virginia, University shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to another person. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- c. *Nondiscrimination.* Both parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law.
- d. *Confidential Information.* No 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.
- e. *Federal Employee.* As required by some U.S. Government agencies, Student is not to be considered a federal employee for any purpose other than either of the following:
(i) The Federal Tort Claims provisions published in 28 U.S.C. 2671-2680. Claims arising as a result of student participation should be referred to the Department of Justice.
(ii) Title 5 U.S.C. Chapter 81, relative to compensation for injuries sustained during the performance of work assignments. Claims related to injuries should be referred to the Office of Workers' Compensation Programs, U.S. Department of Labor for adjudication.
- f. *Amendment to Agreement.* No amendment or modification of this Agreement shall be valid unless in writing and executed by authorized representatives of the Parties.
- g. *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.
- h. *No assignment.* No party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without all 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.
- i. *Force Majeure.* Neither the University nor the Site will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond such Party's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- j. *Final Agreement.* This Agreement is the complete and final agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter herein.
- k. *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.