

**GEORGE MASON UNIVERSITY  
EXPERIENTIAL LEARNING AGREEMENT**

THIS AGREEMENT ("Agreement"), is by and among \_\_\_\_\_, hereafter "Student," \_\_\_\_\_, hereafter "Agency," and George Mason University, hereinafter "University." The term of this Agreement shall extend from the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**1. Purpose.**

The purpose of this Agreement is place Student in a work assignment with the Agency as part of an Experiential Learning Program offered by the University for academic credit or required by course of study.

In consideration of the mutual provisions herein, the parties hereby agree as follows:

**2. Terms.**

The following terms and their definitions will apply:

- 2.1 "Agency Mentor" shall be defined as an Agency employee, member, or volunteer who is responsible for monitoring and supervising the Student throughout the experiential learning program.
- 2.2 "Experiential learning program" shall be defined as a structured learning experience at a public, private or non-profit organization with employees, members or volunteers who agree to supervise and mentor Students. An experiential learning program shall be defined to include, but not be limited to, internships, externships and practicums.
- 2.3 "Faculty Advisor" shall be defined as a GMU employee designated to place and monitor the Student in the experiential learning program.

**3. Agency Obligations and Responsibilities**

- 3.1 The Agency shall provide the Student with an Agency mentor. The Agency mentor shall monitor and supervise the Student throughout the experiential learning program.
- 3.2 *Advertising.* The Agency shall not use, in its external advertising, marketing program or promotional efforts, any data, pictures or other representation of the University except on the specific written authorization in advance by the University. The University shall not unreasonably withhold consent.
- 3.3 *Agency Insurance.* The Agency shall maintain in force during the term of this Agreement general liability insurance, insuring itself and its agents and employees for their acts, failures to act or negligence. If requested, Agency will supply a Certificate of Coverage. Agency agrees to keep George Mason University advised of any changes in this policy.
- 3.4 In the event that the Student is injured or becomes ill during the course of the experiential learning program, the Agency shall provide medical assistance and first aid to the Student as appropriate.

3.5 The Agency shall be in compliance with all Federal and State regulations where the Student is involved.

3.6 Please see Attachment for Agency obligations specific to this experiential learning program.

**4. University Obligations and Responsibilities.**

4.1 The University shall assign to the Agency only such Students who shall have successfully completed prerequisite courses.

4.2 The University shall assign a Faculty Advisor to the Student. The Faculty Advisor shall monitor the Student throughout the experiential learning program.

4.3 University Insurance. As a state agency, the University is self-insured under the Commonwealth of Virginia Risk Management Plan. As an agent of the University, the Student is covered by the Plan for simple negligent acts and omissions related to the experiential learning program. This insurance does not cover the operation of Agency vehicles. A certificate of insurance is available upon request.

4.4 Please see Attachment for University obligations specific to this experiential learning program.

**5. Student Obligations and Responsibilities**

5.1 Student must register and pay tuition for the experiential learning program prior to the commencement of the program.

5.2 *Student Insurance.* The University recommends that Student maintain sufficient health, accident, disability and hospitalization insurance for the duration of the internship. Student shall be responsible for any expenses incurred due to injury, illness or damage suffered during the course of the experiential learning program.

5.3 General Information:

Student's name: \_\_\_\_\_

Academic discipline or course of training: \_\_\_\_\_

Educational institution/academic level: \_\_\_\_\_

Assignment Location (name of agency): \_\_\_\_\_

Program Length and Dates: \_\_\_\_\_

Hours per week: \_\_\_\_\_

5.4 Please see Attachment for Student obligations specific to this experiential learning program.

**6. Mutual Obligations and Responsibilities.**

- 6.1 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 enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.
- 6.2 To the extent provided by the laws of the Commonwealth of Virginia, George Mason University shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to another person. The Agency agrees that it 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.
- 6.3 The parties to this Agreement agree to not discriminate on the basis of race, color, religion, national origin, gender, sexual orientation, disability or age.
- 6.4 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.
- 6.5 It is understood and agreed that this Agreement may be terminated at any time without cause by the Student, Agency, or the University.

**7. General.**

- 7.1 As required by some U.S. Government agencies, the participating student is not to be considered a federal employee for any purposes other than:
  - (a) of 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.
  - (b) of Title 5 U.S.C. Chapter 81, relative to compensation for injuries sustained during the performance of work assignments. Claims related to the injuries should be referred to the Office of Worker's Compensation Programs, U.S. Department of Labor for adjudication.
- 7.2 No amendment or modification of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by authorized representatives of the parties hereto. Neither the failure of a party to enforce any provision in this Agreement, nor any breach or default hereunder, shall be deemed a waiver of any right herein.
- 7.3 It is understood and agreed that this Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia, and if any provisions of this Agreement or parts thereof are held to be invalid under such laws, the other such provisions or parts thereof will nevertheless continue in full force and effect. All disputes arising under this contract shall be brought before a proper state court in the Commonwealth of Virginia.
- 7.4 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 insure to the benefit of the parties hereto and their successors and assigns.

**7.5** The University will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond the University's control, including without limitation; war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

**7.6** This Agreement is the complete and final agreement between the parties and supercedes all prior oral or written agreements with respect to the subject matter herein. No oral or written agreement promises or conditions exist outside this Agreement. This Agreement represents the entire understanding of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

STUDENT

GEORGE MASON UNIVERSITY

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name)

\_\_\_\_\_  
(type name)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AGENCY

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

