

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
THE UNIVERSITY OF GEORGIA  
AND  
<NAME OF FACILITY>**

**FOR AN EXPERIENTIAL LEARNING NON-CREDIT ACTIVITY**

This is a Memorandum of Understanding on the part of the <NAME OF FACILITY>, hereinafter referred to as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia, hereinafter referred to as "University".

**A. PURPOSE**

- (1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality experiential learning experiences (EL Activity) for students in/with the <APPLICABLE UGA DIVISION> while at the same time enhancing the resources available to the Facility for the providing of care to its clients.
- (2) Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the participating students, to the Facility, or to any third party.

**B. GENERAL UNDERSTANDING**

- (1) The EL Activity to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility, including, but not limited to the experiential learning objectives attached as Exhibit A. The starting and ending dates for each program shall be mutually agreed upon by the parties.
- (2) The number of students designated for participation in the EL Activity will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.
- (3) There shall be no discrimination or harrassment on the basis of race, national origin, religion, creed, sex(including sexual harassmt and pregnancy), sexual orientation, gender identity, genetic information, age or disability in either the selection of students for participation in the EL Activity, or as to any aspect of the training; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the EL Activity.

### C. FACILITY RESPONSIBILITIES

- (1) The Facility will retain responsibility for the care of the Facility's clients, will arrange for the student's position in accordance with applicable laws and its internal volunteer or employment policies, and will maintain administrative and professional supervision of students insofar as their presence and the EL Activity affects the operation of the Facility and its care, direct and indirect, of Facility's operations and clients.
- (2) The Facility will provide adequate facilities and resources for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.
- (3) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students in accordance with the Family Educational Rights and Privacy Act of 1974, as amended.
- (4) The Facility shall provide for the orientation of participating students as to the philosophies, rules, regulations and policies of the Facility.
- (5) All medical or health care (emergency or otherwise) that a participating individual receives at the Facility will be at the expense of the individual involved.

### D. UNIVERSITY RESPONSIBILITIES

- (1) The University will use its best efforts to see that students selected for participation in the training program are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students and the provision of EL credit.
- (2) Upon Facility request and with proper student authorization, the University will provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
- (3) If requested by the Facility, the University will inform all participating students to obtain and provide proof of liability insurance or coverage to the Facility.
- (4) The University will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:
  - a. To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.
  - b. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
  - c. To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
  - d. To conform to the standards and practices established by the University while training at the Facility.
  - e. To the extent permitted by law, keep in confidence all personal information pertaining to particular clients or Facility operations.

E. MUTUAL RESPONSIBILITIES

- (1) The parties will work together to maintain an environment of quality learning experiences and quality client care. At the insistence of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated EL Activity.
- (2) Except to the extent an individual is covered by Facility's worker's compensation program, the University and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any individual participating in EL Activity unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
- (3) Neither party is an agent, employee or servant of the other. The Regents, University, and the Facility acknowledge and agree that student participants in the training are not employees of the Regents or the University by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Regents or University.
- (4) Unless sooner canceled as provided below, the term of this affiliation for an EL Activity shall be one (1) year, commencing on <MONTH DAY, YEAR> and ending on <MONTH DAY, YEAR>. This working relationship and affiliation may be renewed by mutual written consent of the parties. This agreement may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.

AGREED TO BY:

<Name of Facility>

\_\_\_\_\_  
<Facility Official: Title>

\_\_\_\_\_  
Date

THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
THE UNIVERSITY OF GEORGIA

\_\_\_\_\_  
<College or School: Dean or Director>  
<UGA Non-academic Unit : Director/VP>

\_\_\_\_\_  
Date

**EXHIBIT A:  
EXPERIENTIAL LEARNING REQUIREMENTS**

**Background:** Experiential Learning at the University of Georgia provides students hands-on opportunities to connect their academic foundations to the world beyond the classroom. All UGA undergraduate students are required to engage in at least one approved experiential learning course or non-activity that enhances learning and positions them for success after graduation. EL experiences will serve to increase the student's understanding of classroom knowledge through application in a real-world setting and enables the student to gain skills and competencies they are able to integrate with their academic studies.

This EL activity will provide the required Learning Outcomes described below:

- (1) **Engagement:** Student involvement is a substantial investment of time and attention to foster deeper learning. The engagement is equivalent or greater to the intensity, depth, and/or time commitment of a 1 hour course.
- (2) **Mentorship:** Feedback, supervision, and mentorship will be provided to student. The supervisor and/or activity director will respond regularly to the student work; supports student reflection and integration of learning through the work and feasible goal-setting for future learning.
- (3) **Challenge:** The activity will engage the student intellectually, pushing boundaries beyond what is familiar, exploring unknown territory, and developing new knowledge and skills. The student is immersed in an organizational setting aligned with professional goals and carries out projects or activities as directed to build skills and professional competencies. Challenge may lie in applying classroom knowledge to a real-world problem, engaging in complex organizations structures, or developing communication, teamwork, work ethic, or other work place skills.
- (4) **Ownership:** The activity enables the student to exercise independent judgment in defining and/or executing work, the student takes ownership of the process and outcomes of the activity. The student takes responsibility for assigned work and can articulate the relationship of the hands-on activities to larger-scale organizations goals or issues.
- (5) **Self or Social Awareness:** During this activity the student will reflect on career and professional skill development, knowledge of the industry or organization, and/or how the internship experience shaped personal or professional goals.