



4. **DISPUTES:** All disputes shall be resolved informally between the Trainee, the Training Site and the Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Training Site to resolve disputes with Trainees. If the Training Site has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations, resulting through the administrative process of the South Central Workforce Council, in lieu of litigation.
5. **CONTINGENCY OF FUNDING:** This Agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of this Agreement.
6. **MONITORING AND AUDIT:** The Training Site agrees that the Agency and/or the South Central Workforce Council, authorized local, State or Federal representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this Agreement.
7. **HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employees or agents when negligence occurs in the performance of this Agreement.
8. **WIA TRAINING:** Where Instructional Training Agreements are funded by the Workforce Investment Act (WIA), the training site agrees that all activity pursuant to this Agreement shall be in compliance with the Act (WIA) and all applicable regulations, and further that Employment and Training Program. The participant is covered by insurance through the WIA Agency while participating in Vocational Exploration for the hours and days listed in this agreement.  
  
The Instructional Training Site shall provide adequate supervision to the participant and shall designate a supervisor and alternate supervisor(s) (listed below):  
  
Supervisor: \_\_\_\_\_
9. **CERTIFICATION STATEMENT:** This is to certify that this site will provide the participant the opportunity for worker shadowing, job/task observation and rotation, and together with the participant has determined that the training is appropriate for the employment goals of the participant and that successful completion of the vocational exploration will provide the participant with exposure to the characteristics, functional aspects, and operating conditions of the job.
10. **INDEMNIFICATION:** In the case of negligence of the contractor and/or the contracting party, any damages allowed shall be levied in proportion to the negligence attributable to each party. Any modifications to this Agreement proposed by the institution must be presented in writing and approved by the contractor prior to implementation.

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**CONTRACT AUTHORITY**

Program Year: \_\_\_\_\_

Training Site Rep.	Title	Date
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Referral Agency Rep.	Title	Date
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Approved By	Title	Date
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