

TEXAS A&M UNIVERSITY
INTERNATIONAL SERVICE PROVIDER AGREEMENT
US Based

The following terms and conditions form the Master Agreement (“Agreement”) between SERVICE PROVIDER NAME (“Service Provider”), an independent international service provider, and Texas A&M University (“Texas A&M”), a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, for customized international programs that Texas A&M and Service Provider conduct during the Term thereof.

Service Provider shall provide Texas A&M with certain services in accordance with the terms and conditions of this Agreement. The specific services will be outlined in the individual Program Itineraries prepared by Service Provider and submitted to Texas A&M.

Texas A&M and Service Provider hereby agree as follows:

1. Definitions

- a. The “Effective Date” of this Agreement refers to the date of the last signature.
- b. The “Program” refers to any and all services that Service Provider provides the Participant.
- c. The “Participant” refers to Texas A&M students who use Service Provider services.
- d. Texas A&M and Service Provider may be individually referred to as “Party” or collectively referred to as “Parties.”
- e. The “Program Itinerary” or “Program Itineraries” refer to documents outlining the details of a Program to include, but not limited to, services provided by Service Provider and costs paid by Texas A&M.
- f. The “Term” refers to the effective term of this Agreement beginning on the Effective Date and for a period of 5 years from the Effective Date.

2. **Development of Study Abroad Programs.** Texas A&M hereby engages Service Provider to assist in the development and administration of study abroad Programs upon the terms and conditions provided in this Agreement. The study abroad Programs to be conducted pursuant to this Agreement will be developed in coordination with Texas A&M. The exact number, times, dates, and costs of the programs to be offered by Texas A&M under this Agreement will be determined each semester by mutual written agreement between Texas A&M and Service Provider in the form of a Program Itinerary. Each Program Itinerary is subject to, and will not contain any terms serving to modify, the terms and conditions of this Agreement.

Texas A&M agrees to make all reasonable efforts to meet minimum enrolment numbers for the different Programs developed by Service Provider.

3. **Prices and Payment Terms.** When a faculty member accompanies the Texas A&M Participants on a study abroad Program developed by Service Provider, the faculty member’s costs to participate in the activities that Service Provider will organize on behalf of Texas A&M (entry fees, transportation, hotel,

meals for included dinners) are included in the cost per Participant. Service Provider will outline the exact number, times, dates, and costs of the separate Programs to be offered in each Program Itinerary. These Program Itineraries will be made available approximately 3 months prior to the start of a Program.

Invoices for services performed under this Agreement shall be submitted to the following:

Texas A&M University
Financial Management Operations
Email: tamu.invoices@edmgroupp.com

The following information should be included on all invoices:

Texas A&M Contract Number:
Texas A&M Purchase Order Number (*if applicable*):
Department Code:

Service Provider will send invoices to Texas A&M 5 weeks before payment is due. The Program Itineraries, invoices and payments will be in US dollars or prior agreed upon alternative currency. Service Provider will include in the pricing of the Program Itineraries all fees, taxes and other costs or charges on all payments and transfers to Service Provider, exclusive of any income taxes calculated on Service Provider's net income.

All payments under this Agreement shall be due as detailed in the agreed upon Program Itinerary, and payment in full will be due to Service Provider prior to the arrival of the Participants of the Service Provider Program. Payment shall be made as stipulated on the invoice.

The cost for individual Programs shall be as set forth in the Program Itineraries, and Service Provider shall not increase the prices or change the schedule of Program activities or materially reduce the kind or quality of Program goods and services as outlined and agreed upon in each Program Itinerary without prior written consent of Texas A&M.

- 4. Cancellation Policy.** All cancellations must be received in writing at the Service Provider office on or before the cancellation date noted on the Program Itinerary. Service Provider will outline a cancellation schedule and refund policy for each separate Program. Any potential refunds to Texas A&M or the individual Participants will be made within 60 business days from the Program cancellation date.

In the event that Service Provider cancels the Program for any reason and is not able to provide an alternative Program that is acceptable to Texas A&M, it shall, within 30 calendar days after cancellation of the Program, refund to Texas A&M and/or each Program Participant respective, 100% of Texas A&M's and the Participant's payment. Both Parties agree to negotiate in good faith a cancellation due to a force majeure event.

- 5. Host Families.** If a Texas A&M Participant expresses dissatisfaction or discomfort with the host family, Service Provider will relocate the Participant to a different host family at no additional cost to Texas A&M or the Texas A&M Participant. Service Provider will notify Texas A&M of the relocation. Any claims that result from loss or damage caused by a Texas A&M Participant will be the sole responsibility of the Participant, not Texas A&M.

6. **Liability Release.** Texas A&M understands that there are certain dangers, hazards, and risks involved in international travel and in the activities included in the Program that could include serious or even mortal injuries and property damage. To cover part of these risks, Service Provider has contracted general and professional liability insurance. Texas A&M understands that Participants may be required to sign a Program contract and liability release form. Service Provider will email the contract to the Participant and ask that s/he submit it signed to Service Provider.
7. **Insurance and Safety.** Service Provider shall procure and maintain the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which services are to be performed for Texas A&M. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. <u>Commercial General Liability</u>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Service Provider's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Professional Liability (Errors & Omissions)

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Service Provider and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Service Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration or cancellation of this Agreement.

All insurance policies, with the exception of worker's compensation and employer's liability, and professional liability (if applicable) will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Service Provider. Commercial General Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University.

All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Texas A&M. The terms and conditions of the contracted insurance shall be attached to this Agreement as "Certificate of Liability Insurance." Service Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Texas A&M. Failure to maintain insurance coverage as described above will be considered a default under this Agreement. Service Provider certifies that it and its employees have the background, training, experience and necessary licenses to perform properly the services to be delivered under this Agreement. Service Provider acknowledges that Texas A&M in entering into this Agreement, reasonably expects Service Provider to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under this Agreement without injury to the A&M System, Texas A&M, and their respective regents, employees, Participants, and any third parties.

8. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to

minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

- 9. Relation of Parties.** The relationship between the Parties under this Agreement shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership or agency between the Parties. As independent contractors, each Party is responsible for its own debts, obligations, acts and omissions, including payment of all required withholding, social security and other taxes or benefits of its employees. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.
- 10. Subcontracting.** Service Provider may freely, at will, subcontract any of its obligations under this Agreement but must notify Texas A&M of any such subcontracting.
- 11. Severability.** If one or more provisions of this Agreement is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Agreement, this Agreement will be construed as if the unenforceable provision was not present, and the Parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.
- 12. Waiver.** Failure of either Party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect. Service Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 13. Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 14. Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.
- 15. Representations & Warranties.** If Service Provider is a business entity, Service Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Service Provider has been duly authorized to act for and bind Service Provider.
- 16. Indemnification/ Hold Harmless.** Service Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss to the extent arising out of Service Provider's negligent or willful errors or omissions under this Agreement.

- 17. Use of Texas A&M's Name, Logo and Trademarks.** Service Provider acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with Texas A&M ("marks"), including all goodwill pertaining to the marks, are the sole property of Texas A&M. Service Provider may use and display the marks only in the manner and for the purpose authorized by Texas A&M, and only during the term of this Agreement. Texas A&M reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Agreement, Service Provider must cease all further use of trademarks or trade names identical or similar to the marks.
- 18. Compliance with Applicable Laws.** Both Parties and their agents shall comply with all applicable federal, state and local laws. Furthermore, Service Provider, its contractors, and agents shall comply with all applicable international laws, codes and regulations of the countries and localities in which services are provided, including, but not limited to, requirements relative to health and safety, permits and licensing of vehicles and drivers, vessels and crews.
- 19. Modification.** No modification, amendment, addition to, or waiver of the provisions of the Agreement shall be valid or enforceable unless made in writing and signed by both of the Parties.
- 20. Certification Regarding Boycotting Israel.** To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Service Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. Service Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21. Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Service Provider certifies Service Provider is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Service Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 22. Notices.** Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Service Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Texas A&M Department Name
Department Address
Department City, State, Zip
Attention:
Telephone:
Fax:
Email:

With a copy to:

Texas A&M University

Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Fax: 979-862-7130
Email: contracts@tamu.edu

Service Provider:

SERVICE PROVIDER NAME
Service Provider Address
Service Provider City, State, Zip
Attention:
Telephone:
Fax:
Email:

- 23. Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 24. Not Eligible for Rehire.** Service Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- 25. Export Control.** Texas A&M is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by Service Provider that Service Provider will not export data or commodities to certain countries without advance approval of that agency. Texas A&M neither represents that a license will not be required nor that, if required, it will be issued. Service Provider shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations.
- 26. Prohibited Bids and Agreements.** Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 27. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Service Provider agrees that any payments owing to Service Provider under this Agreement may be applied directly toward certain debts or delinquencies that Service Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- 28. Conflict of Interest.** By executing and/or accepting this Agreement, Service Provider and each person signing on behalf of Service Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 29. Delinquent Child Support Obligations.** Under Section 231.006, *Texas Family Code*, Service Provider certifies that Service Provider is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 30. Limitations.** Service Provider acknowledges that Texas A&M is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of this Agreement, which may include, but is not limited to, those terms and conditions relating to liens on Texas A&M's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions relating to these Limitations will only be binding on Texas A&M to the extent permitted by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity to suit.
- 31. Franchise Tax Certification.** If Service Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Service Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Service Provider is exempt from the payment of franchise (margin) taxes.
- 32. Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Service Provider to attempt to resolve any claim for breach of contract made by Service Provider that cannot be resolved in the ordinary course of business. Service Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Service Provider's claim and any counterclaim and negotiate with Service Provider in an effort to resolve the claim.

IN WITNESS WHEREOF, this Agreement together with its attachment constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the Parties relating thereto.

TEXAS A&M UNIVERSITY

SERVICE PROVIDER NAME

Signature

Signature

Name

Name

Title

Title

Date

Date