

**AGREEMENT FOR
THE STUDY ABROAD PROGRAM**

THIS AGREEMENT is made and entered into on _____, by and between The Florida International University Board of Trustees, on behalf of Florida International University (FIU), whose principal business address is 11200 S.W. 8th Street, Miami, Florida 33199 and _____ (the Company) with principal offices located at _____.

RECITALS

WHEREAS, FIU will be offering the study abroad program reflected in the attached Exhibit A (Program), which is incorporated herein; and

WHEREAS, FIU has requested assistance from the Company in making arrangements for University-level courses, room and board, and other amenities while the FIU students and the Faculty members are participating in the Program; and

WHEREAS, the Company specializes in providing this type of assistance and is willing to provide the services described in the Program in consideration for the opportunity to enroll FIU students and payment of reasonable compensation.

NOW, THEREFORE, in consideration for the promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

The above recitations are true and correct, and are incorporated herein.

1. **FACILITIES COORDINATOR.** The Company agrees to hire a Facilities Coordinator (Facilities Coordinator) who is reputable and qualified to serve as a Facilities Coordinator. The Facilities Coordinator will serve as the liaison between FIU and its students and Faculty members who are participating in the Program. The Company shall insure that the Facilities Coordinator will secure the accommodations and services, as described in Exhibit A, on a timely basis. The Company shall be available throughout the Program to resolve any problems as well as ensuring that the Facilities Coordinator is available to resolve any problem that might arise during the Program. The Facilities Coordinator shall be the person for resolving any problems. The Facilities Coordinator's name and contact information (e.g., address abroad, cell phone abroad and in the United States, email address, etc.) is included in Exhibit A.
2. **THE COMPANY'S OBLIGATIONS.** The Company shall, at its sole cost and expense, make arrangements to provide FIU students and Faculty members participating in the Program with the services described in detail in the attached Exhibit A.
3. **THE COMPANY'S OBLIGATIONS SHOULD IT BE PROVIDING HOMESTAYS.** The Company shall, at its sole cost and expense, make arrangements to provide FIU students participating in the Program with homestays in the homes of reputable families in reputable neighborhoods. The Company represents and warrants that it has conducted background screens on all of its host families and has conducted walk-through inspections of the homestays homes to ensure the safety of the FIU students who will be placed in the homestays. The Company further

represents and warrants that the homes in its homestay program comply with all local laws and codes and that it has undertaken the necessary steps to ensure that the FIU students will be placed in a safe, clean, and sanitary place while residing in the homestays provided by the Company. The Company will be responsible for paying for its Facilities Coordinator and all families participating in its homestay program.

4. **INSURANCE.** The Company represents that it maintains general liability insurance coverage for its operations in the amount of \$10,000,000. A certificate of insurance will be made available to FIU upon request. The certificate shall indicate that the general liability policy carries an endorsement (no more restrictive than CG 20 10) which names the Florida International University Board of Trustees, Florida International University, the State of Florida, the Florida Board of Governors, and their respective trustees, directors, officers, employees and agents as additional insured. The Company's policy shall be primary and that the insurance covered by FIU shall be noncontributing with respect thereto. The absence of a demand for any type of insurance certificate or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Company's obligation to carry and maintain the appropriate types of insurance at limits that are appropriate to the liability exposure associated with this Agreement. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover the Company's liability. In addition to the insurance required to be obtained and maintained by the Company, if the Company assigns any portion of the duties under this Agreement in accordance with the term hereof, each subcontractor or assignee will purchase and maintain insurance that adequately covers the subcontractor's or assignee's exposure based on the type of service they are providing.
5. **COSTS AND PAYMENT.** FIU will pay the Company a fixed fee in U.S. dollars for each FIU student and faculty member participating in the Program in accordance with the terms more fully described in Exhibit A. In the event that certain costs incurred are non-cancelable and/or non-refundable, the Company shall delineate those costs in detail and shall inform FIU in advance of any payments made to the Company in connection with the Program.
6. **PROGRAM CHANGES.** In the event that the Company cannot provide the agreed-upon services or level of services described in Exhibit A, the Company will notify FIU in writing as soon as it knows, but in no event later than thirty (30) calendar days prior to the Date of Departure shown on Exhibit A. If the change is not material, as determined solely in the discretion of FIU, this Agreement and the Program shall proceed as amended with appropriate adjustment, if any, of the price per participant. If the change is deemed by FIU to be material, FIU shall have the option to terminate the Program and this Agreement within five (5) business days of receipt of written notification from the Company. FIU shall provide such notification in writing to the Company to the address specified in this Agreement. If the Program and this Agreement are terminated, the Company shall refund all payments made under this Agreement within five (5) days of the Company's receipt of notice of termination, except for those payments to which refunds cannot be obtained provided that the Company submits written documentation demonstrating why a refund could not be obtained. The Company has a duty to exercise the utmost diligence in obtaining any refunds of monies paid with regard to the Program if the Program and Agreement are terminated.
7. **TRAVEL ADVISORIES.** The performance of this Agreement is subject to travel advisories issued by the U.S. State Department. In the event that the U.S. State Department places any country that the Program participants travel through or to on a travel alert or travel watch, FIU may, in its sole discretion, terminate the Program and require that the Program participants immediately return to the United States.

8. **COMPLIANCE WITH APPLICABLE LAWS.** The Company and its Facilities Coordinator agree to comply with all applicable laws, whether U.S. or foreign, in the performance of its obligations under this Agreement. The Company shall not discriminate against any person on the basis of race, color, nationality, sex, marital status or disability in the performance of its obligations under this Agreement. The Company will ensure that its Facilities Coordinator and any other third parties providing services for the Program do not violate this provision.
9. **GOVERNING LAW/VENUE.** This Agreement is subject to the laws of the State of Florida and the Regulations of the Florida Board of Governors and Florida International University and any other entity having regulatory control over the activities and programs to be undertaken as a result of this Agreement. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this Agreement shall be in Miami-Dade County, Florida.
10. **PUBLICITY AND REPRESENTATIONS.** The Company, the Facilities Coordinator, and any other third party providing services for the Program shall not represent that it is associated with or acting as an agent of FIU without prior written approval of FIU. In all publicity relating to the Program, FIU must review and approve any copy in writing. The Company may not use the trade names, logos, and/or other trademarks of FIU without express written consent of FIU. The Company shall conduct business in its own name and not in the name or credit of FIU.
11. **INDEPENDENT CONTRACTOR STATUS.** The Company's and Facilities Coordinator's relationship to FIU shall be and at all times shall remain that of an independent contractor. The parties hereby agree and stipulate that no language or provision of this Agreement or course of conduct between the parties will be interpreted, construed, or given the effect of creating any relationship other than that of independent contractor. The parties further agree that the Company and/or the Facilities Coordinator shall be strictly prohibited from representing to any employee of FIU, third party, the public, or any other person or entity that its relationship to FIU is anything other than that of an independent contractor. In accordance with the Company's and the Facilities Coordinator's status as an independent contractor, they will not be entitled to benefit from or participate in any of FIU's employment benefits, insurance programs, fringe benefits, worker's compensation insurance, retirement plans, or any other employee benefit plan. Further, the Company agrees to obtain any statutorily required insurance (such as worker's compensation) for any person it employs to provide services under this Agreement.

Unless expressly authorized or expressed in writing by FIU in advance, the Company and/or the Facilities Coordinator shall be prohibited from: (i) incurring any debt or obligation on behalf of FIU; (ii) entering into any contract, arrangement, or transaction which binds FIU to any extent or creates any obligation on FIU; and/or (iii) utilizing FIU's name, credit, reputation good-will, resources and/or assets for any purpose without prior and explicit written approval of FIU.

12. **THIRD PARTY CLAIMS.** In the event of a lawsuit or claim by a third party against either or both parties, each party will be represented and defended by its own counsel. Each party shall have an obligation to notify the other upon receipt of a lawsuit or claim arising out of the terms and conditions of this Agreement or the activities undertaken pursuant to it. The Company shall indemnify and hold harmless the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their respective trustees, employees, officers, and agents from and against any and all liability, fines, fees, suits, claims, demands and actions, attorney's costs, fees and expenses which may be sustained by reason of, based upon or in any way arising out of the Company's and Facilities Coordinator's obligations and/or performance under this Agreement

and from and against any orders, judgments, or decrees which may be entered pursuant thereto. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities afforded the State of Florida, the Board of Governors, the FIU Board of Trustees, and FIU, and their respective trustees, employees, officers, and agents by law.

13. **CONTRACT TERM.** This Agreement shall become effective upon the latest date it is executed by the parties and shall remain in effect until the completion of the Program, unless sooner terminated as provided herein.
14. **TERMINATION.** Either party may terminate this Agreement in the event of a default by the other party if the other party fails to cure a default within seven (7) days after receipt of a written notification of default. Termination shall be effective three (3) business days after notice of termination is sent by the non-defaulting party.
15. **NOTICE.** Where notice is required or permitted under this Agreement, it shall be sent by first class mail, return receipt requested, or personally delivered to the parties at their mailing or such other address as the parties may designate in writing in accordance with the notice provisions herein:

If to the Company: See address on Exhibit A

If to FIU:

Laura Boudon
Director, Office of Education Abroad
Florida International University
11200 SW 8th Street, PC 113
Miami, Florida 33199

16. **FORCE MAJEURE.** If as a result of an act of force majeure, including without limitation, an act of God, war, riot, labor dispute, strike or threat thereof, intervention of a governmental agency or the occurrence beyond the control of either party, the obligations of this Agreement cannot be carried out, then either party, upon notifying the other, shall have the right to suspend performance until the event of force majeure has passed. In the event that either party is unable to perform for a period of ten (10) calendar days after the date performance under the Agreement is suspended, then the other party may, as its option, terminate this Agreement upon five (5) calendar days' advance written notice.
17. **COUNTERPARTS.** The Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
18. **ENTIRE AGREEMENT.** The Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
19. **AMENDMENTS.** The Agreement may be amended only by written amendments duly executed by the parties hereto.
20. **BINDING EFFECT.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Agreement may not be

assigned (whether by operation of law or otherwise) by any party to any person without the prior written consent of the other party.

- 21. SEVERABILITY. In the event that any provision contained in the Agreement or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability and the remainder of the Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.
- 22. EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when both of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission of a counterpart signature page hereof.
- 23. WAIVER. The waiver by either party of a breach of a violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

By: _____
Elizabeth M. Bejar
Vice President, Academic Affairs

Approved as to form and legal sufficiency

By: _____
Elizabeth J. Marston
Deputy General Counsel

By: _____

Name: _____

Title: _____

EXHIBIT A

1. PROGRAM LIASON: The Company has assigned the following person to serve as the Facilities Coordinator for this Program: _____, whose contact information is as follows: _____.

2. THE COMPANY'S OBLIGATIONS. As described in paragraph 2 in the Agreement, the Company shall, at its sole cost and expense, make arrangements to provide FIU students and Faculty members participating in the Program with the following travel, services and amenities for their stay in _____ beginning on _____ (Date of Departure) and returning on _____:

Hotel accommodations: _____

Guest speakers: _____

Field trips: _____

Cultural events: _____

Meals: _____

Laundry: _____

Transportation: _____

Classroom or work space: _____

Academic logistics: _____

Additional Items: _____

3. COSTS AND PAYMENT. In the event that there is insufficient interest expressed by the FIU students in the Program, this Agreement is automatically null and void. If there is sufficient interest, FIU will notify the Company in writing on or before _____. The Company shall receive from FIU a total fixed fee of \$_____ USD per FIU student and faculty member participating the Program with a deposit of \$_____ USD per student and faculty participant to be paid to the Company no later than _____. FIU shall promptly furnish the Company with a final list of all FIU student and faculty participants and the final balance due no later than _____ days before the Date of Departure.

4. NOTICE TO THE COMPANY. Where notice is required to be given to the Company, it shall be sent to: _____.