**STUDY ABROAD SERVICE AGREEMENT**

**between**

**Humboldt State University, California**

**and**

**[Other Party University], [Foreign Country]**

This Agreement is by and between the Trustees of the California State University on behalf of Humboldt State University (hereinafter HSU) and [Other Party University] (hereinafter [Initials]). HSU and [Initials] are referred to collectively as the Parties.

**ARTICLE I: SCOPE OF AGREEMENT**

This Agreement is subject to the availability of funds and other resources of either Party.

**ARTICLE II: GENERAL PROGRAM REQUIREMENTS**

Definitions:

1. “Participating Student” means an HSU student participating in the Program;
2. “Program Director” means a Professor from HSU who is leading the Program;
3. “Program” means the [name or briefly explain the program.]
4. “Cooperative activities” means the activities of [name of other party] in support of a student’s international education experience, including but not limited to: field trips, housing, logistical support, academics, classrooms, faculty, facilities and transportation.

**ARTICLE III: TERMS AND CONDITIONS**

Funding Resources. HSU affirms that its Participating Students will have necessary personal funding resources to fully meet their financial obligations as students, and shall have health and accident insurance coverage to include the costs of emergency evacuation and repatriation.

Procedures and Payment:

1. Tuition and Fees. Participating Students shall register and pay normal tuition and special program participation fees to HSU.
2. The rates for the cooperative activities and services [host initials] agrees to provide will be determined annually and negotiated with HSU. HSU will provide a good-faith deposit payment equal to 50% of the estimated costs by wire transfer to an account specified by [host institution] no later than 45 days prior to the student arrival date.
3. After the Program ends and before 60 days, HSU and [host initials] will review services rendered and calculate the remaining balance based on the rates in the pricing schedule. HSU will pay the balance of the program costs by wire transfer within two weeks from the date HSU receives the invoice and approves the total amount billed.
4. Should the HSU Program Directors require services necessary to the program’s success, but not specifically itemized within the pricing schedule, and [host initials] is able and willing to provide the service at a mutually agreed upon fee, [host initials] will include these additional charges in its final balance calculation for HSU.

Cancellation Policy:

1. Should it become necessary to cancel the program for any reason after the good-faith deposit has been made and before the actual departure date, [host initials] will return this payment in full to HSU.
2. Should it become necessary to cancel the program while the students are already engaged in the program at the host institution, and therefore require the students to return to the United States, [host initials] will refund to HSU any amounts not expended. If [host initials] expenditures at the time of cancellation exceed HSU’s initial good-faith deposit, [host initials] will provide HSU with an itemized invoice for remaining actual expenditures.

Student Conduct and Academic Policy:

While participating in the Program Participating Students are subject to the student conduct and academic policies of HSU. HSU retains sole discretion to dismiss a student from the Program at any time for failure to maintain appropriate standards of conduct according to HSU’s applicable policies and standards. All fees associated with the Program paid by the Student shall be forfeited. Neither HSU nor the Program is responsible for any costs associated with return travel, which must be paid by the Participating Student. Notice of all alleged violations of HSU’s Student Code of Conduct or of any Participating Student’s dismissal shall be sent to the Dean of Students, or equivalent office at HSU.

**ARTICLE III: TERM AND TERMINATION**

The program will occur annually [Month] to [Month] and will last [X] days. Exact dates will be set by mutual agreement of the parties no less than [X] days/months in advance of program start date. This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days’ notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current [semester or quarter] in which the termination takes place is completed.

**ARTICLE IV: INDEMNIFICATION**

Section 1. [other party] shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of PfBAP, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless [other party] and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

**ARTICLE V: REPRESENTATIONS AND WARRANTIES**

Section 1. HSU represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. [other party] represents and warrants that it:

(1) is an educational entity in good standing in the country of [foreign country] and has the legal authority to enter into this Agreement; and

(2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

**ARTICLE VI: MISCELLANEOUS**

Section 1. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under this Agreement. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. [other party] certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of HSU, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos or Other Proprietary Marks. Neither Party shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. To the extent applicable, the English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party.

Section 8. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 9. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Humboldt, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of Humboldt, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 11. Privacy. CSU and [other party] shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from either party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and [other party] may be, subject to various privacy, freedom of information and public records laws, and CSU and [other party] agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. Insurance.

OPTION 1: IF THE OTHER PARTY IS A PUBLIC INSTITUTION **AND** IS SELF INSURED, USE THE FOLLOWING PROVISION:

 Under [cite Country] law, [other party] confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. [other party] also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this Agreement.

OPTION 2: IF THE OTHER PARTY IS NOT A PUBLIC INSTITUTION **OR** IS NOT SELF INSURED, USE THE FOLLOWING PROVISION:

 [other party] shall maintain a General Liability Insurance Policy in the amount of one million dollars (USD $1,000,000.00) per occurrence and two million dollars (USD $2,000,000.00) annual aggregate at all times. Said policy shall be issued by an insurance company that maintains a rating of A.M. Best: A VII or equivalent. The policy shall be endorsed to name California State University, the State of California, the Trustees of the California State University, and their officers, representatives, volunteers, employees and agents as additional insureds under the policy. [other party] shall be responsible for payment of all premiums on said policy. Any coverage maintained by HSU shall be excess of [other party] insurance and shall not contribute with it. The policy shall also be endorsed to waive right of recovery (waiver of subrogation) against HSU. [other party] shall be responsible for taking all required steps to establish and maintain its insurance as primary in compliance with this section. [Other Party] agrees to maintain in full force during the term of this agreement all other statutory insurance coverages required to be in compliance with all local country laws. [Examples include, but are not limited to: Auto Liability, Employer's Liability, and Fire Legal Liability.] Upon written request from HSU, [other party] agrees to provide evidence of requested compulsory insurance coverage to the University.

 Each required insurance policy shall state that coverage shall not be canceled by [other party],except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HSU.

Section 13. Notices. All notices under this Agreement must be in writing and sent by electronic mail to the person named as the point of contact herein.

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| To Other Party: | [Name; Title][Address][Phone][e-mail] |
| To CSUX:  | [Name; Title][Campus Address][Campus Phone][Campus e-mail] |

**ARTICLE VII: CONCLUSION**

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

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| California State University, X | Other Party University  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Smith], President | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Jones], President  |
|  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |