

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STUDY ABROAD SERVICE PROVIDER AGREEMENT
WITH
(SERVICE PROVIDER NAME)**

This Agreement is entered into this ____ day of _____, 20____ by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") and _____, having its principal business address at _____ (hereinafter called "Agent").

WHEREAS, The District has established a global learning course (Hereinafter "Program") titled (enter course name and description) at its (enter college name) and has enrolled students in the Program (hereinafter "Participants"; and

WHEREAS, The Program involves travel outside the United States; and

WHEREAS, District wishes to engage Agent to provide comprehensive tour and travel planning, coordination, participant tour registration and implementation services both stateside and in-country for Program (collectively "tour services");

WHEREAS, Agent agrees to provide Tour Services to District in exchange for the opportunity to book Participants on Agents tours;

NOW, THEREFORE, Agent shall perform services for District in accordance with the terms and conditions set forth herein and in Exhibits A, B and C attached hereto and by this reference made a part hereof

1. **TERM OF CONTRACT.** This Agreement shall commence on _____, 20____ and terminate on _____, 20____. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.
2. **TERMINATION OF CONTRACT.** The District may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, Agent shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
3. **AMENDMENTS.** This Agreement may be amended only by written instrument signed by both District and Agent which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
4. **TOUR PARTICIPANTS AND AGENT AGREEMENTS.** All tour services are the sole responsibility of the Agent. Agent will enter into a separate agreement between Agent and each individual Participant (Tour Participants) describing the Agent terms and conditions for the tour (Agent Agreements). The Agent Agreements are attached as Exhibit C and are included for reference only. Nothing in this agreement modifies or changes the terms of the Agent Agreements. Nothing in the terms of the Agent Agreements modifies or changes the terms of this agreement.

4. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
5. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Agent shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Agent shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
6. TIME OF PERFORMANCE. Time is of the essence and Agent shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
7. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. District is an equal opportunity employer. By entering into this Agreement, Agent certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Agent's personnel policies shall be made available to District upon request.
9. LICENSES, PATENTS, PERMITS. Prior to commencement of work/services to be performed under this Agreement, Agent shall apply for, obtain and maintain in current status, at his/her own expense, any license, permit or approval required from any agency for the performance of said work/services, or forfeit any right to compensation under this Agreement.
10. LIABILITY AND INSURANCE. Agent shall be responsible for all damages to persons or properties that occur as a result of Agent's or Agent's employees fault or negligence in connection with the performance of this Agreement.

The Agent shall take out and maintain during the life of this Agreement such liability insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

10.1 Required Coverage. Agent shall procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office):

- a. Commercial General Liability and Property Damage insurance including:
Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
- c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate, and
- d. Professional liability insurance satisfying either of the two following requirements: (a) specific to this Program only, with limits not less than \$5,000,000 each claim, or (b) limits of not less than \$5,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against

Consultant's negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall be maintained for a period of five years after the Completion of the Services.

10.2 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

10.3 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on Agent's Commercial General Liability and Property Damage Policies as co-insured or additional insured.

Certificates of Insurance and endorsements for coverages required herein shall be filed with District's Executive Vice Chancellor *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Agent during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on Agent's Commercial General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

10.4 Responsibility of Agent to include mandatory trip and health insurance in Tour Services pricing. Agent agrees as part of its tour services to provide and make mandatory health and travel insurance for the Tour Participants. Such coverage shall be included in the pricing of the tour and shall include at least the following coverages: trip cancellation, medical evacuation, repatriation, international medical and accidental death and dismemberment coverage, kidnap and ransom coverage. Agent shall provide policy information to District prior to entering into agreements with Tour Participants.

10.5 Subcontractor Insurance. Contractor shall insure that subcontractor maintains the following coverages:

Commercial General Liability and Property Damage insurance including:

- a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles
 - c. Subcontractor insurance is subject to ratings, endorsements and certificates of insurance as specified in sections 10.2 and 10.3 of this agreement.
11. **WORKERS' COMPENSATION INSURANCE.** The Agent shall have in effect, during the life of this Agreement that the Agent has employees, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Agent certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Initial this box if you have employees

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Initial this box only if you have no employees and will not submit a Certificate of Workers' Compensation

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

12. **INDEMNIFICATION.** Agency shall indemnify and save harmless District, its officers, agents, and employees from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Agency, its officers, agents, employees and/or servants.

The duty of Agency to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Agency to indemnify District, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Agency's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Agency shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

13. **ASSIGNABILITY.** Agency shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this paragraph 13 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Agent shall remain liable to District as principal for the performance of all obligations under this Agreement.
14. **FAILURE TO PERFORM.** If, at any time, in the opinion of District, Agency fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Agency to be performed, kept, and observed, District may give Agency written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties or carry this Agreement to completion as District may deem proper.
15. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
16. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

- 17. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
- 18. WAIVERS. No waiver of default by District of any terms or conditions hereof to be performed, kept, or observed by Agency shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
- 19. NOTICES. All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed to:

"DISTRICT"
 San Mateo County Community College District
 Kathy Blackwood, Executive Vice Chancellor
 3401 CSM Drive
 San Mateo, CA 94402

"AGENCY"

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

20. **KEY POINT OF CONTACT.** Agency and District assign the following as the key points of contact for operations under this agreement.

For the "COLLEGE"
Enter College Name
Enter College Contact, Title
College Street Address
College city, State, Zip

"AGENCY"

21. **EXPENDITURE OF PUBLIC FUNDS.** Agent agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.

22. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

24. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**

AGENT

By: _____
Susan Harrison, Director of General Services

By: _____

Name/Title of Authorized Signatory

Date: _____

Date: _____

Employer Identification Number: 94-3084147

Federal Tax Payer Identification Number (EIN):

**EXHIBIT A
Agent and District Responsibilities**

Responsibility	SMCCCD	Agent	Shared
Provide dedicated Agency representative to coordinate with College Representative			
Develop Curriculum based itinerary			
Plan, implement and confirm all aspects of customized tour including all transportation, accommodations, in-country excursions and events			
Lead Program participants in pre-departure orientation			
Provide all preparatory materials and distribute to participants			
Ensure agencies tour participant documents show release of liability for Agent and District			
Ensure agencies tour participant documents include health and travel insurance coverages			
Provide district with			
Provide District with samples of all Tour participant Registration Materials, booking conditions, health agreement conditions and agent booking conditions			
Process tour participant applications and payments subject to Agent booking conditions, and Agent liability and Health Agreement Conditions			
Inform/update participants regarding logistics until departure date			
Ensure all receipts and invoices sent to participants			
Ensure all travel literature sent to each participant			
Provide in-country program officer to join tour and coordinated all in-country contacts			
Provide Crisis Management and Communications Plan in case of unexpected problems in-country			
Program Marketing			
Reorientation upon returning to the home campus			

Agency Key Point of Contact: Name, Address, Phone, Email

College Key Point of Contact: Name, Title, Address, Phone, Email

EXHIBIT B
PROGRAM DETAILS

**EXHIBIT C
TRAVEL ABROAD SERVICE PROVIDER SAMPLE AGREEMENTD WITH INDIVIDUAL TOUR PARTICIPANTS**