

## MEMORANDUM OF UNDERSTANDING

Between

Provider, LLC  
and  
University

Provider ("PROVIDER") and University ("SCHOOL") hereby agree to a cooperative fellowship abroad arrangement involving SCHOOL students interning and shadowing abroad under the sponsorship of The Provider Fellowship (the "PROGRAM"). This agreement includes the following components:

1. Students from SCHOOL participating in the program will remain matriculated at SCHOOL and registered as non-degree students at PROVIDER. SCHOOL students will participate under the same academic and personal conduct rules and regulations as do all other PROGRAM participants and will fall under the jurisdiction of the Provider Director.
2. PROVIDER will guarantee spaces in its Program for all those students meeting admission criteria whom PROVIDER and SCHOOL have jointly selected for each term.
3. SCHOOL will initially screen applicants and forward applications to PROVIDER by the application deadline. PROVIDER agrees to provide annually to SCHOOL current catalogs, informational brochures, and other appropriate materials to help SCHOOL promote the Program and advise prospective students.
4. PROVIDER and SCHOOL hereby enter into this agreement governing the payment of fees for students from SCHOOL who have been accepted to participate in the PROGRAM.
5. PROVIDER shall be solely responsible for coordinating and establishing fees for co-op or fellowship placements, accommodation, a partial meal plan, and excursion/activities included with the Program. The main program components and benefits are:
  - place students in hospital shadowing fellowships
  - build relationships on behalf of SCHOOL in the medical community of the host country
  - provide on-site support through local PROVIDER site managers
  - arrange housing for all participants
  - provide a partial meal plan and group dinners
  - arrange cultural excursions to places of historical and cultural interest
  - issue a post placement PROVIDER certificate of successful fellowship completion
6. PROVIDER agrees to provide SCHOOL with information related to fees and charges as detailed in the official program proposal. All applications shall be submitted to PROVIDER within one week of the published university deadline. PROVIDER will bill SCHOOL for program fees due three months before the program start date. SCHOOL on behalf of its students will pay the required application/deposit fee via bank transfer directly to PROVIDER.
7. PROVIDER will bill accepted participants for all remaining program fees and charges two months before the program start date. SCHOOL will pay the remaining balance of the program fees via bank transfer directly to PROVIDER. PROVIDER will notify SCHOOL in advance of any changes in the amount of these expenses. SCHOOL agrees to ensure that all fees are paid within thirty (30) days of receipt of invoice.
8. In the event that a student withdraws from the PROGRAM after SCHOOL has paid the deposit and before the final payment due date, the student will forfeit his or her deposit; deposits are non-refundable. In the event that a student withdraws from the Program after a stated payment due date, the student will forfeit the payment amount(s) that is (are) past deadline. These provisions apply regardless of whether or not the student is paying SCHOOL or PROVIDER directly. If the student is paying PROVIDER directly, the student

will follow the payment guidelines established in PROVIDER's Fellow Contract.

9. SCHOOL guarantees payment of all deposits and program fees due PROVIDER by the deadlines agreed upon in the Group Internship Proposal. If any agreed-upon deposits, program fees, or other payments are not made by the agreed upon date, the PROVIDER may make changes to or cancel the program.
10. PROVIDER will facilitate the evaluation process with its own provider onsite and will certify the hospital shadowing hours completed by each student for consideration of SCHOOL internship credit.
11. SCHOOL shall defend, indemnify and hold harmless PROVIDER, its board of directors, officers, and employees [collectively, "PROVIDER"] harmless from and against any damages, losses, liabilities, obligations, penalties or claims which are predicated upon a breach of this contract by SCHOOL or allegations of negligence by SCHOOL in the performance of the contract, but only to the extent of its negligence.
12. SCHOOL shall be solely responsible to the student for any breach of these terms and conditions by SCHOOL.
13. The relationship between PROVIDER and SCHOOL during the term of this agreement shall be that of independent contractors. Neither party is the agent, employee or representative of the other, nor shall either party have or hold out as having authority to assume or create any obligation or liability on behalf of the other party.
14. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Delaware, County of Kent, or, if it has or can acquire the necessary jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
15. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
16. Any additional or contrary terms and conditions proposed by SCHOOL shall be binding upon PROVIDER only if agreed in writing.
17. This agreement shall be effective upon signature by both parties and will remain in effect for five (5) years, or until either SCHOOL or PROVIDER notifies the other party in writing at least six months prior to the date of its intent to terminate this agreement.
19. This Memorandum of Understanding is non-binding.

**Provider, LLC**

**University**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER AGREEMENT FOR PROVIDER CUSTOMIZED PROGRAMS**

PROVIDER, a Limited Liability company and study abroad provider for student-athletes ("PROVIDER") and University ("the SCHOOL") hereby enter into this Agreement by and between the parties on [date].

The Agreement shall apply to any Customized Programs that the SCHOOL and PROVIDER conduct during the term hereof. Each such program shall be the subject of a written addendum signed by the SCHOOL and PROVIDER. Each such addendum shall become part of this Agreement as though fully set forth herein.

With respect to each Customized Program that the SCHOOL and PROVIDER conduct during the term of this Agreement, the parties agree to the following:

**4. Field Study/Excursions**

- a.) If PROVIDER and the SCHOOL agree that PROVIDER will provide field trips or excursions during the course of a program hereunder, then all visits and field trips may be changed by PROVIDER in consultation with the SCHOOL's designated agent. PROVIDER reserves the right to make changes should personnel, facilities, equipment or services cease to be reasonably available.

**6. Miscellaneous**

- e.) At the end of each program, PROVIDER will offer the SCHOOL's students the opportunity to receive information about other PROVIDER study abroad programs. Students will have the opportunity to decline to receive this information.

**7. Responsibilities - PROVIDER**

- a.) PROVIDER will be responsible for the general formulation and execution of each program conducted hereunder, and for the reasonable delivery of the services described in this Agreement.
- b.) PROVIDER will make a reasonable good faith effort to execute the programs conducted hereunder as set forth in this Agreement and any addenda hereto. PROVIDER reserves the right to modify, cancel, or otherwise alter parts of any program that, in PROVIDER's sole discretion, are necessary for the comfort, well-being and protection of participants or are reasonably required by circumstances beyond the control of PROVIDER, including, without limitation, war, civil unrest, riots, strikes, terrorism, natural disasters and Acts of God.
- c.) PROVIDER will provide 24/7 emergency support for the SCHOOL's students in accordance with PROVIDER's policies, procedures, and protocols.
- d.) PROVIDER will accept no responsibilities beyond those specifically set forth in this Agreement.

**8. Responsibilities - THE SCHOOL**

- f.) The fully executed addendum for each program must be received by PROVIDER on or before the deadline for receipt of the completed School and Student Information Document for the program.
- g.) The SCHOOL shall be responsible for ensuring that timely payment is made to PROVIDER for all charges due to PROVIDER pursuant to this Agreement and any addenda hereto. The SCHOOL shall also ensure that reimbursement is made to PROVIDER in a timely manner for any damages caused by individual program participants, faculty or assistants, PROVIDER-approved guests and for other debts incurred by the SCHOOL's students, faculty or assistants including, without limitation, excessive or outstanding telephone or utility bills, funds advanced in emergency or other situations, and fees for cleaning and/or repairing accommodations.

j.) The SCHOOL will ensure that each student participating in any PROVIDER program during the term hereof, and the student's parent or guardian, will sign PROVIDER's waiver of liability and other required forms as a precondition of the student's enrollment in the program.

**11. Payment**

- a.) On PROVIDER's acceptance of a Program Addendum, SCHOOL will pay to PROVIDER the deposit of \$1,000.00 per student and the final balance on the dates set out for those payments in the Addendum.
- b.) Total payment of fees is due upon receipt of the invoices for each program and is payable by the SCHOOL via Direct Bank Transfer/ACH: PROVIDER LLC, address, Bank Name and Account Number: 1234567890, Routing Number: 0987654321

**13. Binding Upon**

a.) This Agreement will become binding through the signatures of both contracting parties. Any alteration or amendment to this Agreement will be effective only if specified in a written instrument signed by authorized representatives of both parties.

**14. Indemnification**

- a.) The SCHOOL agrees to indemnify, hold harmless and, not excluding PROVIDER's right to participate, defend PROVIDER and its governing board and their respective directors, officers, employees, agents, volunteers, and members, from claims, suits, or actions of any character or any nature arising out of (1) the work done in performance of this Agreement; (2) claim or amount arising or recovered under workers' compensation law; or (3) any other act omission of the SCHOOL.
- b.) In relation to any matters concerning this Agreement, the SCHOOL agrees that it and its employees, directors, consultants and contractors will not publish or communicate in any way (or cause any other party to), any statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, PROVIDER (including its employees, directors, consultants and contractors).

**15. Non-Solicitation**

a.) The SCHOOL agrees it will not attempt within a period of five (5) years after the end of any program conducting hereunder to hire, retain, or use for its own purpose or benefit any of the personnel or facilities secured through PROVIDER or utilized by PROVIDER in carrying out its duties pursuant to this Agreement, except with the prior explicit written permission of PROVIDER. Nothing in this Section shall preclude SCHOOL from hiring any individual who independently responds to a general solicitation of SCHOOL.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered as of the date first referenced above. I understand, have read and agree to all of the obligations as stated hereunder.

\_\_\_\_\_

Once comments and suggestions of change have been recorded and the final agreement agreed upon and initialed below by both parties, PROVIDER will draft the official Agreement for signatures.

SCHOOL INITIALS \_\_\_\_\_

PROVIDER INITIALS \_\_\_\_\_

***ABC Travel Agency***

The contract is for round trip airfare from Newark, New Jersey, USA, to Auckland, New Zealand, for 25 participants on an approved faculty-led program.

It is a standard contract with deadlines for deposits and for canceling up to 10% of the served seats with no penalty, etc. Total cost of the contract is \$65,000. (\$58,000 was approved in the budget.)

- Who reviews this contract?
- Who signs?
- Who else should be informed?

***Experiences in Africa***

This provider contract covers an 8-day homestay and includes community work experiences in a tribal village that is part of a 2 week faculty-led program. It also includes bus transportation to and from Johannesburg.

The provider retains absolute right to change or cancel any and all plans at their discretion.

- Who reviews this contract?
- Who signs?
- Who else should be informed?

***Americans Abroad***

This contract is from a large U.S. study abroad provider. Your home institution agrees to work only with this provider in 5 different countries around the world. Your institution will receive a \$1,000 discount per student on all participants attending this provider's programs in those 5 countries.

A semester-length faculty-led program run by your institution in 1 country, and a long standing exchange program in another country, are exempt from this exclusive program agreement.

- Who reviews this contract?
- Who signs?
- Who else should be informed?

***World-wide Insurance***

This insurance contract is between the provider above and a faculty-led semester program in the College of Business at your institution. It covers medical issues, including office visits and mental health counseling, as well as hospitalization and repatriation. Coverage includes pre-existing conditions.

Your institution already has an institution-wide policy which requires payment at most visits with a claim filed for reimbursement. It does not cover pre-existing conditions.

- Who reviews this contract?
- Who signs?
- Who else should be informed?