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| **For Internal Use Only****Depts must provide:** |  |  | **For Internal Use Only****OES must provide:** |  |
| **ESAF #** |  |  | **OES Contract #** |  |
| **Chart/Field Account No.** | **-     -** |  | **Analyst** |  |
| **Customer ID #** |  |  |  |  |

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**SERVICES AGREEMENT**

**International Incoming Groups – GPS Alliance**

 ***THIS SERVICES AGREEMENT*** (“Agreement”) is between the Regents of the University of Minnesota, a Minnesota constitutional corporation through its      , and its Global Programs and Strategy Alliance (“University of Minnesota”), and      (“Affiliate”).

The parties agree as follows:

**1. Description of Services.** The respective parties shall render the following services:

 1.1 Pursuant to this Agreement, the parties will provide       (     ) week(s)       (the “Program”) for up to       (     ) students and their faculty advisors from Affiliate who seek to       (collectively, “Participants”) on the dates set forth in Section 4.

1.2 University of Minnesota instructors will provide in-class instruction for a total of       (     ) hours during the Program.

1.3 University of Minnesota will also organize out-of-class experiences, such as field trips and activities, which will contribute to the in-class learning. These cultural experiences are integral to the successful completion of the program and include activities which may be listed in further detail in one or more Schedules to the Agreement.

1.4 Select one of the following:

 [ ]  Participants will receive a certificate of completion from University of Minnesota indicating the hours of instruction completed and progress marks as part of the Program. Any academic credit will be determined and awarded by      . Participants will not be registered as University of Minnesota students and therefore will not receive a University of Minnesota transcript.

 [ ]  Participants will be registered as non-degree seeking students at University of Minnesota.      .

**2. Breakdown of Responsibilities.** In delivering the program, the following delineation of responsibilities applies:

 2.1 University of Minnesota’s Responsibilities.

 2.1.1 Design, develop and provide program curricula including in-class and out-of-class activities.

 2.1.2 Select one of the following:

 [ ]  Provide airport pick up for all Participants arriving at Minneapolis/St. Paul International Airport on the group flight.

 [ ]  University of Minnesota will not provide airport pick-up for Participants upon arrival in Minneapolis.

 2.1.3 Provide instructors and materials, with the exception of books, which are the responsibility of Affiliate or Participants.

 2.1.4 Cover all costs related to required Program activities. All costs not indicated in the Program budget are the responsibility of Affiliate or Participants.

 2.1.5 Select one of the following:

 [ ]  Coordinate and provide housing for Participants via one or more of the following:

 [ ]  in on-campus housing in residence halls

 [ ]  off-campus housing

 [ ]  home stay arrangements with an outside agency

 [ ]  University of Minnesota shall provide informational resources to enable Participants to retain their own housing.

 When applicable, the University of Minnesota reserves the right, in extraordinary situation, to make reasonable changes to housing alternatives. The University of Minnesota shall have no responsibility for or involvement in the screening, selection, or supervision of any host families or other housing arrangements.

 2.1.6 Coordinate opening and closing ceremonies.

 2.1.7 Provide classroom facilities and equipment.

 2.1.8 Select one of the following:

 [ ]  Provide Participant ID cards.

 [ ]  Not provide Participant ID cards.

 2.1.9 Select one of the following:

 [ ]  Provide a limited local transit pass.

 [ ]  Provide an unlimited local transit pass.

 [ ]  Not provide a local transit pass.

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|  2.1.10 Select one of the following:\* [ ]  Coordinate processing of necessary visa paperwork for all Participants in the Program. (Issuing of visas is at the discretion of the U.S. Embassy or Consulate in      . University of Minnesota cannot guarantee the issuance of visas.) **[ ]** Provide Participants with a letter of invitation to support their application for a visa for the duration of the program. University of Minnesota is not responsible for coordinating this visa process. [ ]  Other:       2.1.11 Select one of the following:\* [ ]  Provide Participants with required health insurance through University of Minnesota’s Student health Benefit Plan. The health insurance obtained for the Program participants will meet minimums for applicable visa regulations and include accidental injury/sickness, medical evacuation, and repatriation. [ ]  Provide Participants with information related to health insurance. University of Minnesota is unable to provide insurance or coordinate insurance for Participants. |

 2.1.12 Other (select only those that apply):

 [ ]  Provide Participants with access to University of Minnesota facilities, including Internet connections and library privileges.

 [ ]  Provide Participants       (     ) meals.

 [ ]  Other:      .

\**NOTE: Visa and insurance issues should be discussed with Global Programs and Strategy Alliance at* *global@umn.edu* *or (4-5580).*

 2.1.13 Select one of the following:

 [ ]  Award a certificate of completion upon successful completion of the program as defined above and in Participant agreement.

 **[ ]** Provide Affiliate with one official transcript for each participant upon successful completion of the program as defined above and in Participant agreement.

 2.2 Affiliate’s Responsibilities.

 2.2.1 Assign a group coordinator for administrative support.

 2.2.2 Screen and select participants. Assure all participants are 18 years of age or older.

 2.2.3 Coordinate visa application process to obtain an entry visa for each program participant prior to arrival in the U.S.

 2.2.4 Make visa appointment with US Embassy/Consulate.

 2.2.5 Coordinate submission of SEVIS fee payment.

 2.2.6 Select one of the following:

 [ ]  Coordinate and provide housing in home stays, shared residence hall rooms, or shared apartments.

 [ ]  Provide informational resources to enable Participants to retain their own housing and ensure that Participants obtain housing before Program begins.

 [ ]  Other:

 [ ]  Not Applicable (See 2.1.5)

 2.2.7 Select one of the following:

 [ ]  Agree that Participants will purchase health insurance through the University of Minnesota’s Student Health Benefit Plan. The health insurance obtained for Program participants will meet minimums for J visa regulations and include accidental injury/sickness, medical evacuation, and repatriation.

 [ ]  Provide Participants with health insurance through an entity **other than** the University of Minnesota’s Student Health Benefit Plan. The health insurance obtained for Program participants will meet minimums for J visa regulations and include accidental injury/sickness, medical evacuation, and repatriation.

 [ ]  Ensure Participants are adequately insured for accidents/sickness, medical evacuation and repatriation.  The University will provide recommendations regarding such insurance coverage upon inquiry but is unable to provide this insurance to participants.

 2.2.8 Coordinate and provide all travel arrangements and expenses in bringing Participants to the Minneapolis-St. Paul International Airport and returning them to their home destination.

 2.2.9 Ensure that Participants conduct themselves in accordance with University of Minnesota policies and direction from University of Minnesota staff during the program. University of Minnesota may, but shall not be required to, discipline any Participant not so conducting themselves, up to and including suspension from the Program and directing Affiliate to return the suspended Participant to their home destination at Affiliate’s expense.

 2.2.10 Other.

**3. Compensation.** For services performed under sections 1 and 2, Affiliate shall pay University of Minnesota:       and   /100 dollars ($     ),plus any sales or use tax if applicable.

 3.1 All amounts paid shall be non-refundable and not subject to adjustment, except as provided in section 5. The compensation shall be paid (select one of the following):

 [ ]  In full       (     ) days from Affiliate’s receipt of invoice.

 [ ]        and   /100 dollars ($     )       (     ) days from receipt of invoice and the remaining balance of       and   /100 dollars ($     ) is due      .

 3.2 Invoices shall be sent to:

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| --- | --- |
|  |      Attn:                     Phone No.:      E-mail:       |

**4. Term.**

 4.1 The Program will run from       (“Arrival Date”), through       (“Departure Date”).

 4.2 The term of this Agreement shall be effective upon the last date of execution, through ninety (90) days after the departure date as shown in Section 4.1.

**5. Termination.**

 5.1 Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon forty-five (45) days’ prior written notice to the other party. Upon any termination under this Section 5.1 Affiliate shall promptly pay University of Minnesota for all services rendered and costs incurred up to and including the effective date of termination.

 5.2 In the event this Agreement is terminated prior to its expiration, such termination shall not affect any class that started prior to such termination, or any obligation of payment that accrued prior to such termination as a result of services provided including, but not limited to, program preparations..

**6. DISCLAIMER OF WARRANTIES.** University of Minnesota makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the SERVICES PERforMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. University of Minnesota expressly disclaims WARRANTIES OF merchantability, or fitness for a particular purpose.

**7.** **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL ANY PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 9.1 AND 9.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY OF MINNESOTA UNDER THIS AGREEMENT.

**8. Use of University of Minnesota Name or Logo.** Affiliate agrees to not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University of Minnesota or the name of any representative of University of Minnesota in any sales promotion work or advertising, or any form of publicity, without the prior written permission of University of Minnesota in each instance. However, Affiliate may use the name of University of Minnesota in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Affiliate agrees to provide University of Minnesota with a copy of any such document.

**9. Indemnification.**

 9.1 Except as provided in Section 9.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University of Minnesota is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

 9.2 Each Party to this Agreement agrees to indemnify, defend and hold harmless the other party from injuries, damages and loss, including costs and attorneys’ fees, arising from the negligent or wrongful acts and omissions of its own employees, officers and agents under this Agreement. Company shall obtain consent from University’s Office of General Counsel for any settlement to which the University would be a party.

 9.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University of Minnesota, Workers’ Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Affiliate, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

**10. Export Controls**.

10.1 Affiliate shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University of Minnesota without the prior written consent of University of Minnesota’s Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University of Minnesota shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University of Minnesota access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

10.2 Affiliate represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

**11. General Provisions.**

 11.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

 11.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

 11.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Affiliate in connection with the services provided under this Agreement shall not be binding upon University of Minnesota.

 11.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations shall be suspended.

 11.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

 11.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party’s employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section 11.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

 11.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three (3) days after mailing.

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| *If to the University:* | **University of Minnesota**     Attn:                     E-mail:       |
| *With a copy to:* | University of Minnesota of MinnesotaOffice of the General CounselAttn: Transactional Law Services Group360 McNamara Alumni Center200 Oak Street S.E.Minneapolis, MN 55455-2006E-mail: contracts@mail.ogc.umn.edu |
| *And a copy to:* | University of MinnesotaOffice of External Sales295 West Bank Office Building1300 South 2nd StreetMinneapolis, MN 55454E-mail: extsales@umn.edu  |
| *The Affiliate:* |      Attn:                     E-mail:       |

 11.8 Breach; Attorneys’ Fees. In the event it fails to perform any of its obligations under this Agreement, Affiliate shall reimburse University of Minnesota for all University of Minnesota’s costs and expenses (including reasonable attorneys’ fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

 11.9. Survival. Any provision which by its sense and meaning is intended to survive termination or expiration of this Agreement shall survive such termination or expiration.

 **IN WITNESS WHEREOF**, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

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| --- | --- |
| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |
| By: Name: Meredith McQuaidTitle: Associate Vice President and Dean of International ProgramsDate:  | By: Name:      Title:      Date:  |