**Instructions**

**for**

**Services Agreement - International Incoming Groups - GPS Alliance**

## *Background & Intent*

The Office of the General Counsel (OGC) has created a standard Services Agreement for International Incoming Groups (*see OGC standard form OGC-SC905*) which is required in all instances where there is a group of international students coming to the University for non-credit purposes. Always take a copy of the latest contract version from the OGC standard contracts library.

## *Primary Purpose*

In general, an agreement (or contract) has two primary purposes:

* Defines a mutual written understanding with the customer. The understanding includes the University's obligations to the customer and the customer's obligations to the University. The intent of the agreement is both parties have a clear understanding of their individual obligations and who to contact if there are changes to the agreement.
* Mitigate risk to the University by clearly stating or disclaiming provisions such as warranties, termination, use of University name or logo, limitation of liability, indemnification, and export controls.

## *How to fill out the Service Agreement for International Incoming Groups*

The department making the external sale completes the gray-shaded areas of the OGC approved Services Agreement for International Incoming Groups, to include:

* Approved Internal/External Sales Approval Form (IESAF) number for the activity
* Full chart/field string (Fund, Dept. ID, Program, CF2)
* First paragraph:
  + Unit name
  + Customer’s legal name (“Affiliate”)
    - Can be validated by customer or on customer’s website if available
* Item 1 “Description of Services”:
  + Include any unique items such as number of weeks for activity, number of students and faculty advisors, hours of instruction, field trips, etc.
  + Check appropriate box in subsection 1.4
  + Item 2 “Breakdown of Responsibilities”:
    - Sections 2.1 through 2.2.7 must have boxes checked as appropriate for each section
    - Item 3 “Compensation”:
      * Review project budget and pricing to make sure all direct (salary, trip expenses, etc.) and indirect costs (administrative time, lights, phones, etc.) are accounted for in the rate
      * Dollar amounts are written in words and numbers as if you were filling out a check
      * Unless creditworthiness has been pre-determined, compensation shall be paid “in full upon signing of this Agreement”. The Unit is responsible for any lost revenue from customer’s non-payment.
      * Item 4 “Term”:
        + Enter “Arrival date” (start date of the project) and “Departure date” (end date of the project)
        + Include extra time for contingencies such as bad weather, staff illness, etc.
        + Item 11.7 “Notices”:

Enter contact information of department into *If to the University* field

Enter contact information of customer into *If to the Company* field

* + - Witness Whereof:
      * The left signature block is the University employee who has the delegated External Sales Signature Authority for the Unit. Enter the employee's Name and Title (refer to the Delegations Library to see who has been delegated this authority).
      * The right signature block is for the Customer's Company Name, Authorized Signer and Title. The customer should sign first and then return to the department for signature.