****

**CUSTOMIZED STUDY ABROAD PROGRAM AGREEMENT**

**Between**

**Regents of the University of Minnesota**

**on behalf of its**

**Learning Abroad Center (“University” or “LAC”)**

**and**

**(“Home Institution”)**

 ***With this CUSTOMIZED STUDY ABROAD PROGRAM agreement*** (“Agreement”), effective ,the University and the Home Institution, sharing common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for students of the Home Institution to participate in certain educational experiences offered by the University, in collaboration with its sponsored international program site(s),

 **NOW, THEREFORE**, the parties agree as follows:

**1. Purpose of the Agreement and Programs.**

 1.1 With this Agreement, the University and the Home Institution establish a program (or programs) to provide opportunities for students of the Home Institution to participate in certain educational experiences offered by the University to students from the Home Institution with coursework developed and delivered by a Home Institution faculty leader, in collaboration with the University and its sponsored international program site(s), as described in further detail on Schedule(s) attached to this Agreement.

 1.2 Contact Information (may be updated from time to time on Schedule(s) attached to this Agreement).

|  |  |
| --- | --- |
| *The Home Institution:* |      Attn:                     Phone No.:      E-mail:       |
| *The University:* | **University of Minnesota**     Attn:                     Phone No.:      E-mail:       |

**2. Responsibilities of the Parties.**

 2.1 Joint Responsibilities.

 2.1.1 The University and the Home Institution will each identify a person or persons as the primary contact for each party during the course of the affiliation. See the attached Schedule(s) for details and specific location information.

 2.1.2 The primary contacts will coordinate the dates, objectives and location(s) of the Customized Study Abroad Program(s) (the “Program(s)”).

 2.1.3 The University has authority to withdraw, suspend or terminate a student for behavioral violations or other sufficient reason subject to certain procedures afforded to the student. The University and the Home Institution liaisons will consult with each other before suspending a student, except where consultation is not reasonably possible under the circumstances.

 2.1.4 To the extent permitted by law, the Home Institution agrees to inform the University of any specific issues related to the student (i.e., documented disability, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student regarding the Program selected and to facilitate making arrangements on site when possible.

 2.1.5 To the extent permitted by law, the University agrees to inform the Home Institution of any crisis or emergency or other significant issue(s) related to the Home Institution’s students. Additionally, if a Program needs to be cancelled, students need to be evacuated, different program arrangements including delivery of the academic program need to be made, communications to that effect will be sent immediately to the Home Institution.

2.1.6 The University and the Home Institution agree to provide a range of services related to academic and administrative, communications and promotion and financial arrangements. (See Schedule(s) for specific details.)

 2.2 Home Institution Responsibilities.

 2.2.1 The Home Institution will select its own students, staff and/or faculty leaders for participation in the Program(s); however, the University reserves the right to decline participation on a case-by-case basis, for reasonable cause.

 2.2.2 The Home Institution shall acknowledge the academic achievements of the students in the Program(s), based on the number of credits completed and/or total hours of academic work involved.

 2.2.3 The Home Institution shall be responsible for evaluating and granting of any academic credits for the students in the Program(s).

 2.2.4 The Home Institution will:

* Manage the application and selection process
* Provide orientation and adequately prepare students, faculty/staff for the overseas experience
* Require that students complete, and submit to the LAC the following documents for each participant: (1) LAC Health form, (2) U of M Release and Waiver, and (3) LAC on-line program application
* Require that faculty leaders are able to fulfill the requirements of the job and communicate with the LAC if there are any requested accommodations based on a disability.

2.2.5 The Home Institution shall pay Program fees and other expenses within the time frame set forth in the Schedules attached to this Agreement.

2.2.6 Other responsibilities as provided in the Schedules attached to this Agreement.

* 1. University Responsibilities.

2.3.1 The University will provide:

* Classroom space
* 24-7 on-site support (including emergency response)
* CISI medical, security and natural disaster insurance for students, staff and faculty/leaders
* Online health/safety orientation for participants
* Faculty/leader preparation (pre-departure orientation and Program planning support as requested by the Home Institution)
* Support of faculty/leaders to follow up on health forms

 2.3.2 The University may also be responsible for any additional services related to the Program(s), as set forth on attached Schedule(s).

**3. Liability Insurance and Indemnity.**

 3.1 The University or its sponsored Program site shall maintain (i) Commercial General Liability insurance in minimum amounts of US$1,000,000 each claim and US$3,000,000 each occurrence; and (ii) Automobile Liability insurance in minimum amounts of US$500,000 each person and US$1,500,000 each occurrence. Upon request, the University will provide a certificate of insurance evidencing such coverage.

 3.2 The University agrees to defend, hold harmless, and indemnify the Home Institution, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney’s fees arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives during the performance of its obligation under this Agreement. The University’s liability is limited to the extent pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

 3.3 The Home Institution shall maintain (i) Commercial General/Public Liability insurance in minimum amounts of US$1,000,000 each occurrence and US$2,000,000 annual aggregate, and such other insurance as may be set forth on the attached Schedule(s).Upon request, the Home Institution will provide a certificate of insurance evidencing such coverage.

 3.4 The Home Institution agrees to defend, hold harmless, and indemnify the University, its regents, officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney’s fees arising from the negligent or wrongful acts or omissions of the Home Institution, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

**4. Other Terms.**

 4.1 The Agreement shall be effective as shown above and shall remain in effect for three (3) years, unless terminated earlier. It may be terminated by either party upon at least six (6) months’ written notice to the other party, provided that all Program(s) on which the parties have a signed Schedule at the time of notice of termination is given shall be permitted to continue as otherwise set forth in any cancellation policy in the Schedule(s). If this Agreement is terminated under this section, neither the Home Institution nor the University shall be liable to the other for any monetary or other losses that may result other than Program fees and/or late fees that may have not been paid at the time or other than as set forth in the Schedule(s).

 4.2 Neither the University nor the Home Institution shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation in relation to this Agreement.

4.3 Neither the University nor the Home Institution shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, the University and the Home Institution agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.

 4.4 This Agreement is the final expression of the agreement between the parties as to the Program(s) covered herein and supersedes all other agreements relating to the subject matter of this Agreement existing between the University and the Home Institution (but not including institutional relations billing agreements and/or AESOP agreements between the University and the Home Institution.)

 4.5 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party. The students are participants in an educational Program, and for purposes of this Agreement, shall not be considered an employee of either the Home Institution or the University.

 4.6 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the Programs contemplated hereby, except as expressly provided in this Agreement.

 4.7 Both parties will cooperate with the other party to assist in compliance with applicable data privacy laws.

4.8 (a) The Home Institution and the University may publicize the existence of this Agreement. Both parties may use the name of the other in its printed and electronic publications and in other pertinent materials relating to the Programs contemplated hereby. The Home Institution may include the name of the University on its website to notify the Home Institution's students of the academic programs offered by the University.

(b) Except as provided in subsection 4.8(a) above, neither party shall use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission of the other party. Permission from the University must be obtained from University’s Office of University Relations in each instance.

4.9 This Agreement will be construed and governed under Minnesota law, without regard for choice of law considerations. Any action arising out of this Agreement shall be heard by a state or federal court in Hennepin County, Minnesota.

**5. Schedules and Amendments.** Subject to the written authorization by appropriate representatives of the University and the Home Institution, Schedules and Amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day-to-day and year-to-year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties.

 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement as follows:

|  |  |
| --- | --- |
| **Regents of the University of Minnesota** |  |
| By: Name: Ann HubbardTitle: Assistant Dean, Learning AbroadDated:  | By: Name:      Title:      Dated:  |