

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT
SHORT-TERM STUDY ABROAD PROGRAM
PROVIDER AGREEMENT**

This Short-Term Study Abroad Program Provider Agreement (Agreement) is entered into between _____ (“COLLEGE”) a college of the Contra Costa Community College District (“District”), and _____ (“Program Provider”). College and Program Provider are referred to in this Agreement individually as “Party” and collectively as “Parties”.

WHEREAS, The College values providing global learning opportunities to students through a short-term study abroad program (“Program”); and

WHEREAS, Study abroad programs involve travel outside the United States; and

WHEREAS, The College wishes to engage Program Provider to provide comprehensive tour and travel planning, coordination, participant tour registration and implementation services both within and outside the United States for the Program (collectively “Program Services”); and

WHEREAS, Program Provider is a reputable organization which has been planning student trips and educational programs successfully for five or more years; and

WHEREAS, Program Provider agrees to provide Program Services to College in exchange for the opportunity to book College students on Provider’s tours; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement shall apply to all short-term study away programs as defined and approved by the 4CD Governing Board.
2. **EXHIBITS AND ATTACHMENTS.** The following exhibits and attachments are attached to this agreement and incorporated into this agreement by this reference:
 - Exhibit A – Scope of Services
 - Exhibit B – Program Details* (Provided by Program Provider)
 - Exhibit C – Participant Agreement (Provided by Program Provider)*Must include detailed itinerary, program fee, relevant dates, and refund policy.
3. **TERM.** The effective date of this agreement is _____ and it terminates on _____, unless terminated sooner as provided herein.
4. **COLLEGE RESPONSIBILITIES.** College shall arrange for and provide the following within the scope of this Agreement, including but not limited to appropriate course announcements, course descriptions and course registration prerequisites, student selection and course registration, preprogram informational meetings, lectures, program instruction, program instructors, and post-program evaluation.

5. **PROGRAM PROVIDER RESPONSIBILITIES.** Program Provider shall arrange for and provide all transportation and lodging (if applicable) for the Program. Program Provider shall provide set forth the details of said Program in Exhibit A entitled "SPECIFIC PROGRAM DETAILS". Program details must include, but are not limited to, the total cost per students, application and deposit timelines, itinerary details, and applicable travel details.
6. **TERMINATION.** Either party may terminate this Agreement, in whole or in part, for its convenience at any time by written notice to the other party, sixty (60) days prior to the effective date of termination. In the event of termination, Program Provider shall be paid for all work satisfactorily performed until termination, except where the contracting department reasonably determines the quality or quantity of the work performed is unacceptable in which case the parties shall meet to resolve any issues. Such payment shall be that portion of the full payment, which is determined by comparing the services completed to the services required by the Agreement. Termination shall not impact any Program trips (and payments therefore) booked by College students prior to termination that are scheduled for travel after termination.
7. **RELATIONSHIP OF PARTIES.** 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, Program Provider shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Program Provider shall have no authority, expressed or implied, pursuant to this Agreement to bind the College or District to any obligation whatsoever.
8. **TIME OF PERFORMANCE.** Time is of the essence and Program Provider shall perform the Tour Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
9. **NON-DISCRIMINATION.** Program Provider and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, and any other Federal or State laws and regulations related to Equal Employment Opportunity. In addition, Program Provider agrees to require like compliance by all hired subcontractors.
10. **LICENSE, PATENTS, PERMITS.** Prior to commencement of the Tour Services to be performed under this Agreement, Program Provider shall apply for, obtain and maintain in current status, at its own expense, any license, permit or approval required from any Contractor for the performance of said Tour Services, or forfeit any right to compensation under this Agreement.
11. **INSURANCE.** Program Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the Tour Services hereunder by the Program Provider, its agents, representatives, employees or subcontractors.

12.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

- a. **Commercial General Liability** in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
- b. **Automobile Liability** in an amount not less than \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned and hired vehicles.
- c. **Workers' Compensation** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- d. **Umbrella Liability** in an amount not less than \$3,000,000 per occurrence and general aggregate.
- e. **Professional Liability** insurance satisfying either of the two following requirements: (a) specific to this Program only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$1,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Program Provider's negligent acts, errors or omissions in connection with Tour 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 two years after this Agreement ends.

If the Program Provider maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

12.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status.** Program Provider shall name District and its Board of Trustees, officers, employees, and agents as Additional Insured under its Commercial General Liability policy.
- b. **Primary Coverage.** Program Provider's insurance shall be primary to any insurance or self-insurance maintained by the District.
- c. **Certificates of Insurance and Endorsements.** Program Provider shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverages required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage prior to the commencement

of any Provider Services. However, failure to obtain the required documents prior to the Tour Services beginning shall not waive the Program Provider's obligation to provide them.

- d. **Subcontractor Insurance.** Program Provider shall ensure that its subcontractors maintain adequate insurance coverages consistent with the standards and laws of the applicable subcontractor's jurisdiction.

12. **INDEMNIFICATION.** The Program Provider shall indemnify, release, hold harmless, and defend, with counsel approved by the District, the District and its officers, agents and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Program Provider and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for District as allowed by law. Program Provider shall reimburse District for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Program Provider contests its obligation to indemnify, defend, and/or hold harmless District under this Agreement and does not prevail in that contest.
13. **ASSIGNABILITY.** Program Provider 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 is null and void and automatically shall terminate this agreement. In the event of any assignment, Program Provider 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, Program Provider 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 Program Provider to be performed, kept, and observed, district may give Program Provider 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.** Except for payment obligations which shall never be excused, 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, pandemics, epidemics, disruption of transportation services, fire, electrical power outages, earthquakes or other natural disasters.
16. **WAIVERS.** No waiver by either party or any breach or default of any of the covenants or conditions herein contained and performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

17. 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:

For College:
[College Name]
Attention: Vice President of Administrative Services
[College Address]

For Program Provider:
[Name]
[Title]
[Address]

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.

18. PUBLIC RECORD. All agreements become the property of the District and as such become public documents available to be reviewed by the public upon request. Government code sections 6250 et. Seq., the Public Records Act, define a public record as any writing containing information relating to the conduct of public business. Any agreement may be published and made available to the public as part of the Governing Board approval process.

19. 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.

20. COUNTERPARTS and ELECTRONIC SIGNATURES. This agreement may be executed in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Both District and Program Provider wish to permit this agreement and future documents relating to this agreement to be digitally signed in accordance with California law. Any party to this agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing written notice pursuant to this agreement.

21. ENTIRE AGREEMENT. This agreement, including all exhibits attached hereto and incorporated herein by reference, 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. This agreement may be amended only by a written amendment executed by both parties to the agreement.

22. WARRANTY OF AUTHORITY. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, respective parties have executed this Agreement on the dates indicated below.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

PROGRAM PROVIDER

Assistant Secretary, Governing Board

Authorized Signature

Name / Title

Name / Title

Date: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

1. **Program Provider And District Responsibilities.** The following table indicates the responsibilities of each party.

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

2. **Tour Participants and Participant Agreements.** All Tour Services are the sole responsibility of the Program Provider. Program Provider will enter into a separate agreement between Program Provider and each individual Participant describing the Program Provider's terms and conditions for the tour.
3. **Responsibility of Program Provider to Include Mandatory Trip and Health Insurance In Tour Services Pricing.** Program Provider agrees as part of its Tour Services to provide at Program Provider's standard premium, and make mandatory, health and travel insurance for the Tour Participants. The premiums for such coverage shall be in addition to 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. Program Provider shall provide policy information to District prior to entering into agreements with Tour Participants.

4. KEY POINT OF CONTACT. Program Provider and District assign the following as the key points of contact for operations under this agreement.

For the "COLLEGE"

[College Name]

Name, Title

Address

Phone

Email

"Program Provider"

Name

Program Provider

Address

(End of Exhibit A)