



Procurement and Contracting Services

**Request for Proposals for a Range of Student
Programs to be offered by the
University of Arizona Study Abroad Office**

ADDENDUM #1

**Please mark all proposal submission
Envelopes with the following information**

Sealed RFP # L192509
Due on December 3, 2024 no later than 2:00 PM, MST

The following questions were received prior to the technical question period close of November 18, 2024 at 12:00PM MST.

1. Are there specific locations of greater interest?

Most of our current programs are in Europe, but we are interested in all regions.

2. Is there a specific price point?

No, the price should be competitive based on the location and services provided.

3. Is this an exclusive agreement per location?

No.

4. Volume of students?

It typically ranges based on location. We prefer options that don't have a minimum requirement or maximum capacity.

Please note the updated Master Services Agreement. Please use this agreement to sign and send in with your response.

End of Addendum, all else remains the same.

MASTER SERVICES AGREEMENT
(“Agreement”)
Between
THE ARIZONA BOARD OF REGENTS
for and on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as “University”
and

(hereinafter referred to as “Service Provider”)
Service Provider Address:

Tel: _____

(University and Service Provider are collectively referred to herein as the “Party” or “Parties”)

Whereas, University desires to contract with Service Provider and Service Provider is willing to provide services to University in Service Provider’s capacity as an independent contractor, upon the terms and conditions set forth in this Agreement and RFP L192509.

Whereas, Service Provider facilitates a customized study abroad program and University delivers academic course content to qualified University college students while studying abroad. A related aim of this collaboration is to assist University in gaining global recognition as a leader in global academic learning. Specifically, the Parties contemplate delivery of University education programs to University students while studying abroad, with University relying on the expertise of Service Provider on a non-exclusive basis.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto, intending to be legally bound, agree as follows:

1. **Scope of Services**
The Scope of Services for all required work, services, reports, data and deliverables for each Program will be set forth in Scope of Work Addenda to the Master Services Agreement (the “Scope of Work Addendum”) now or hereafter executed by the Parties during the term of this Agreement.

See the Scope of Work, attached hereto as Exhibit A. Each Scope of Work shall incorporate all of the terms and conditions of this Agreement, and shall identify the particular customized program, program services, and contain such additional terms and conditions as the Parties mutually agree (the “Services”). In the case of a conflict between this Agreement and a Scope of Work, the terms and conditions of this Agreement shall control.

Service Provider shall perform the Services, including all necessary labor, travel, overhead and materials, except for University furnished faculty, property or materials if any, in accordance with the Scope of Work.

2. **Cost of Services**

Students participating in the program will incur total program costs as set forth in the Scope of Work. Service Provider its affiliates will not be entitled to directly charge students for additional services not expressly contemplated in this Agreement, or to collect additional fees for any purpose. University will invoice each student for the program costs, and from that amount, revenue will be distributed as described in the Scope of Work.

In exchange for Service Provider’s performance of the Services, University shall pay Service Provider the fee set forth in the Scope of Work for each student enrolled at University to receive Services under the Scope of Work, which cost shall be inclusive of all of Service Provider associated costs and allowable expenses (the “Cost of Services”). Service Provider must submit an invoice to University to receive payment of the fee. Allowable expenses are those ordinary and necessary expenses related to the performance of the Services such as transportation, lodging, and meal expenses. Personal expenses such as dry cleaning, personal telephone calls, entertainment, alcoholic beverages, and other expenses not related to the performance of the Services shall not be considered allowable expenses. Payment by University to Service Provider for the Services shall be pursuant to the Scope of Work. University payment to Service Provider shall be made on a lump-sum basis within thirty (30) days of University’s receipt of the respective invoice, which shall be issued by Service Provider after University’s confirmation of final enrollment. Any deposit requirement due prior to final enrollment confirmation must be agreed upon in writing by both Parties.

ONLY UNIVERSITY IS PERMITTED TO COLLECT TUITION AND PROGRAM FEES SET FORTH IN THE SCOPE OF WORK DIRECTLY FROM STUDENTS. Billing or collection of tuition or program fees for Services by Service Provider directly from students will be considered a material breach, and an immediate cause for default in Service Provider’s performance of this Agreement.

Unless University provides the faculty to teach the course content as set forth in the Scope of Work, the Cost of Services shall also be inclusive of the entire cost of academic content delivery to the study-abroad students, including all hiring, travel and other expenses of faculty, and including, but not limited to, wages or salaries and related costs (benefits), per diem living expenses and accommodations, travel, airfare, baggage/freight expenses, medical insurance, medical evacuation, and immigration visa expenses.

Service Provider Fee payment shall be made by University check to:

Name of Service Provider: _____

Service Provider's Tax ID. Number: _____

3. **Contract Documents**

The documents listed below are collectively referred to as the “Contract Documents” and form the “Agreement” between the Parties. The order of precedence of the Contract Documents is as follows:

- (a) This Agreement.
- (b) Each Scope of Work executed by the Parties, including the Academic Content License, if any, attached thereto.
- (c) Confidential Student Information Addendum (Exhibit B).
- (d) Any other incorporated exhibits, supplements, attachments or related written amendments or written ancillary agreements signed by authorized representatives of both Parties.

4. **Contract Time**

The term of this Agreement shall be from the date of joint signing (“Commencement Date”) through May 31, 2030. The term and duration of any specific services will be set forth in individual Scopes of Work as set forth below. The terms and conditions of this Agreement will apply to any Scopes of Work signed prior to the expiration of this Agreement. Any Scopes of Work that continue past the expiration of this Agreement must conclude within six (6) months of expiration.

5. **University of Arizona-licensed academic content**

At the sole discretion of University, and only as specifically set forth in a Scope of Work, Service Provider may deliver University-licensed academic course content to University study-abroad students. In the event the University authorizes the delivery of University-licensed academic course content, the University shall grant to Service Provider an Academic Course License at no charge in a form mutually agreed to by the Parties. The license shall be attached to the Scope of Work for which it is granted. Any deviation from the terms of the license must be approved before the start of the Program and the license modified accordingly. Service Provider shall be solely responsible for compliance with all national, state and local laws, in the countries where the Services are performed or delivered, relevant to employment and delivery of any licensed academic content and related services, as well as any other provisions of applicable law relevant to this Agreement, including but not limited to business or academic licensing, taxation, insurance, withholdings, anti-discrimination, or other employment-related laws or regulations.

Service Provider agrees that it will deliver only such academic course content as is licensed to it by University for delivery pursuant to this Agreement. Program courses, licensing and content decisions are within the sole authority, discretion and approval of University. Service Provider agrees to staff courses with high quality instructors who are qualified to teach or co-teach their assigned courses, and such instructors agree to abide by University academic policies and oversight in teaching these courses. University will advise Service Provider if it does not approve of any individual instructor assigned to teach University courses, and Service Provider will promptly assign a new instructor, to be approved by University.

6. **Student Code of Conduct**

Service Provider agrees to monitor student progress and report immediately to the University of Arizona [International Travel](#) and [Study Abroad](#) offices any infractions or violations of Service Provider’s policies, rules or regulations governing student conduct, any health and safety related

concerns, or any other any prohibited or disruptive conduct outlined in the [Student Code of Conduct](#) approved by the Arizona Board of Regents on the part of University students. In addition and independently, Service Provider will consult with the University of Arizona [International Travel](#) and [Study Abroad](#) offices before taking disciplinary action with regard to students who infringe upon Service Provider's policies, rules, or regulations governing student conduct.

Service Provider agrees to report to the University of Arizona [International Travel](#) and [Study Abroad](#) offices any health and safety concerns regarding University of Arizona students including but not limited to; serious injury or illness, hospitalization, incidents of sexual harassment or discrimination or any other incidents in which students suffer significant loss of property or harm to self.

7. **Travel and Safety.**

a. The Parties each acknowledge and agree that they have emergency response plans to address emergencies, including but not limited to natural disasters and political unrest. Each Party agrees to provide the other with information on the emergency response plan upon request.

b. The University will evaluate potential risks for any country to which its employees or students may be proposing travel and may determine based on U.S. Department of State Travel Advisories, any other travel advisory source, and in its sole discretion, that travel to a particular country or area is not advisable at that time. If travel to a country or area is deemed unadvisable based on this provision, the University may suspend or withdraw approval to travel to that country or area.

c. If a University employee or student is already present in a location where the University, in its sole discretion, determines there to be an elevated risk, the University will give notice to the Service Provider of its determination and may require employee or student to comply with its directives which may include consultation with the University to reassess the safety of the location, evacuation or relocation if the risk is determined to be extreme.

8. **Reporting of Grades**

At the close of each semester, the Service Provider director shall report final grades to the University.

9. **Confidential Information**

It is anticipated that Service Provider will require access to student education record information data in order to perform the Services Agreement. Accordingly, the Parties agree to the terms and conditions of the Confidential Student Information Addendum, attached hereto and incorporated herein as [Exhibit B](#).

10. **Termination**

(a) University may terminate part or all of this Agreement for its convenience by giving written notice to Service Provider. Upon termination, in accordance with University's written direction, Service Provider will immediately: (i) cease performing Services; (ii) prepare and submit to University an itemization of all completed and partially completed deliverables, non-cancellable obligations and services; (iii) deliver to University any and all Services completed up to the date of termination; and (iv) deliver upon request any work in progress. In the event the University terminates for its convenience after performance has commenced, University

will compensate Service Provider for the actual, allowable, and reasonable expenses incurred by Service Provider Services in process up to and including the date of termination, including non-cancellable obligations, provided Service Provider uses reasonable efforts to mitigate University's liability under this section. In no event shall University be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the Cost of Services. Service Provider's termination claim shall be submitted to University within ninety (90) days from the effective date of the termination.

(b) By written notice, University may terminate this Agreement for default, in whole or in part, if Service Provider: (i) fails to comply with any of the terms of this Agreement; (ii) fails to make progress so as to endanger performance of this Agreement; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Service Provider shall have thirty (30) days (or such longer period as University may authorize in writing at its sole discretion) to cure any such failure after receipt of notice from University.

(c) Following a termination for default of this Agreement, Service Provider shall be compensated only for Services actually delivered and accepted. Upon the occurrence and during the continuation of a default, University may exercise any and all rights and remedies available to it under applicable Arizona Board of Regents policy, law and/or equity, including without limitation, cancellation of this Agreement.

11. **Insurance**

(a) Service Provider and its subcontractors shall procure and maintain until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of study abroad programs by the Service Provider, its agents, representatives, employees or subcontractors, as set forth below. Coverage must extend to entities, subsidiaries, and/or affiliate organizations that are either owned by or under the management control of the Service Provider.

I. MINIMUM SCOPE AND LIMITS OF INSURANCE: Service Provider shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability – Occurrence Form or Equivalent

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

(i) The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Service Provider”*.

(ii) Policy Territory shall be defined as "Worldwide" for claims and suits brought within a United States jurisdiction (policy endorsement CG 24 22).

II. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

A. The Service Provider's insurance coverage shall be primary insurance with respect to all other available sources.

B. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this agreement.

III. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this agreement in the insurance policies above shall require (30) days written notice to the University. Such notice shall be sent directly to the attention of **University of Arizona Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300** and shall be sent by certified mail, return receipt requested.

IV. VERIFICATION OF COVERAGE: Service Provider shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the University) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before Service Provider commences any work for the University. Each insurance policy required by this agreement must be in effect at or prior to commencement of any work and remain in effect for the duration of the project. Failure to maintain the insurance policies as required herein, or to provide evidence of renewal, is a material breach of this agreement.

All certificates required by this Contract shall be sent directly to **University of Arizona Procurement & Contracting, PO Box 210300, Tucson, AZ 85721-0300**. The University project/contract number and project description shall be noted on the certificate of insurance.

V. SUBCONTRACTORS: Service Provider's certificate(s) shall include all subcontractors as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

12. **General Provisions**

(a) Service Provider acknowledges that the University of Arizona does not review or approve its choice of subcontractors or vendors, and Service Provider agrees to: select subcontractors and vendors without any conflicts of interest, or inform University of potentially perceived conflicts of interest before employing new subcontractors or vendors; conduct regular reviews for potential safety violations or concerns; report safety-related incidents to University immediately; and accept all responsibility for the review, selection and performance of its subcontractors and vendors. Service Provider is responsible for paying its employees, managers, consultants and subcontractors their billable rates or salaries, as appropriate, as well as overtime, tax withholdings, worker's compensation and other lawfully required withholdings and benefits.

(b) Service Provider is responsible for obtaining all central, provincial and/or local government or agency educational and business permits and licenses required in all applicable jurisdictions, necessary or appropriate to perform the Services. Service Provider will be responsible for all central, provincial and local government authorizations, endorsements, accreditations, taxes,

duties, fees, levies or charges which may be imposed on or in respect of the Services and any related services provided under this Agreement.

(c) Service Provider is not permitted to use the trademarks, trade name, logos, trade dress, or other commercial property of the University without the express written approval of the University.

(d) The Services under this Agreement are a “work for hire,” meaning that to the extent that any intellectual property is created by the Service Provider, its employees or subcontractors as a result of the Services performed or deliverables supplied to University under this Agreement, the Service Provider agrees to transfer and assign to University all right, title and interest in and to any copyrights, inventions, discoveries, or works of authorship, whether patentable or not.

(e) All disputes under this Agreement that are not disposed of by mutual agreement, or the claims procedures of Arizona Board of Regents Policy 3-809(C), may be decided by recourse to an action at law or in equity, except that:

- i. The Parties agree that should a dispute arise between them concerning this Agreement and no Party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the Parties shall submit the matter to arbitration pursuant to the Uniform Arbitration Act, A.R.S §12-1501 *et seq.* (the “Act”), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. An arbitrator selected by the Parties will hear the matter.
- ii. The Service Provider shall diligently proceed with the performance of this Agreement until final resolution of any dispute hereunder.
- iii. This Agreement shall be governed by and construed under the laws of the State of Arizona, and Pima County Arizona shall be the forum for disposition of any disputes or actions.

(f) For all purposes of performance of this Agreement, Service Provider shall be an independent contractor, and not an officer or employee of University. Nothing herein shall be deemed to constitute or create a relationship of agency, joint venture or partnership among the Parties and no Party hereto shall have any power or authority to act for or bind the other Party. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Service Provider shall provide whatever tools, equipment, vehicles, and supplies Service Provider may determine to be necessary for the performance of the services hereunder, and shall be responsible for all expenses of its' operation, including expenses incurred in hiring employees and assistants to Service Provider.

(g) The conduct and control of Services under this Agreement lies solely with Service Provider, and University is interested in the satisfactory progress and the successful completion of the Services. University shall be permitted to retain other service providers performing the same or similar tasks, and Service Provider shall be permitted to provide services to other parties, consistent with Service Provider's obligation to perform under this Agreement.

(h) All reports, drawings, and other work products produced by Service Provider, as a part of the Services shall be provided to and be the sole property of University. Service Provider shall not release the Services, work product, deliverables or other information obtained, or produced pursuant to this Agreement to any third-party without the prior written consent of University.

(i) The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration. As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. Therefore, Service Provider warrants that it complies fully with all federal immigration laws and regulations that relate to its employees. Service Provider acknowledges that a breach of this warranty shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement by University.

(j) The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of this Agreement if appropriate or cancel this Agreement. The Board agrees to notify Service Provider as soon as reasonably possible after the unavailability of said funds comes to the Board's attention. In the event that the Board of Regents reduces the scope of or cancels this Agreement pursuant to this section, Service Provider shall be paid for services rendered and allowable expenses incurred up to the date of such reduction or cancellation.

(k) This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

(l) Service Provider shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents, the University of Arizona and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Service Provider or any of its owners, officers, directors, agents, employees or subcontractors. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Service Provider from and against any and all claims. It is agreed that Service Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Service Provider agrees to waive all rights of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona and its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the University. Service Provider's obligation under this Section shall not extend to liability caused by the sole negligence of the University.

(m) Service Provider shall submit a billing invoice to University in connection with the services performed during the billing period for each Program Addendum entered into under this Agreement. Each invoice must specify the name of the individual performing the services, the type of services performed, the amount of time spent on the effort, the hourly rate charged for the services, and such other detail as reasonably requested by the University. Invoices shall be sent to the University address as set forth in the Scope of Work.

(n) Service Provider certifies that neither Service Provider or any employee of Service Provider is an employee of University.

(o) The Service Provider agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of this Agreement. In addition, the Service Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

(p) University is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR 120 et seq. and the Export Administration Act, 50 USC 2401 et seq. (collectively “Export Control Laws”) and will not transfer any export controlled materials or technology unless such is exempt or excluded under applicable laws as “fundamental research.”

(q) As required by ARS §§ 35-393 to 35-393.01, Service Provider certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

(r) **NO FORCED LABOR OF ETHNIC UYGHURS** To the extent required by A.R.S. § 35-394, Supplier certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People’s Republic of China. If Supplier becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify the University within five (5) business days of becoming aware of the noncompliance.

(s) This Agreement, along with the Contract Documents, contains the entire agreement and understanding of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written, with respect to the subject matter hereof. All express or implied agreements and understandings heretofore made are expressly merged into and superseded by this Agreement.

(t) This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the parties.

(u) No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement. No term or condition of this Agreement or the Exhibits hereto may be modified or amended unless such modification or amendment is in writing and is executed by the University’s authorized contracting representative. The Parties' engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with each other's personnel concerning the Services, provided however that such actions shall in no event be deemed to be a modification or amendment of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date entered below.

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARIZONA:

SERVICE PROVIDER:

Edward Nasser
Chief Procurement Officer

Its: _____

Date: _____

Date: _____

SCOPE OF WORK FORM

This “**Scope of Work**” is made as of [DATE] by and between the Arizona Board of Regents for and on behalf of the University of Arizona (“University”) and [SERVICE PROVIDER] (“x”) pursuant to that certain **Master Services Agreement** dated as [DATE of MSA] and entered between the University of Arizona and [SERVICE PROVIDER], the terms of which are incorporated herein.

[SERVICE PROVIDER] will provide the following services to the University [ENTER DEPARTMENT/COLLEGE] and shall be compensated for these services as set forth below. [If the program includes delivery of The University of Arizona licensed course content] – Delivery of University course content as set forth in the Program Description below shall be in strict accordance with the attached *Academic Course License*.

Program Identification and Term: [PROGRAM NAME AND TERM WITH YEAR]

Program Description:
[ENTER PROGRAM DESCRIPTION]

Effective dates and/or academic terms: [PROGRAM START DATE AND END DATE]

Responsibilities of [SERVICE PROVIDER] (including classroom, instructional, housing services):

- [ENTER ALL RESPONSIBILITIES OF THE SERVICE PROVIDER/OR SUPPLEMENT WITH ATTACHED PROPOSAL]

Responsibilities of University:

- Marketing and recruitment for the program
- Compensation of University of Arizona faculty members accompanying the group
- Enrolling applicants into program
- Billing students for all program fees

Payment and Refund Policy

IF SUPPLEMENTED WITH AN ATTACHED PROPOSAL, SECTIONS (a) - (e) MUST BE SPECIFIED AS INDICATED BELOW:

(a) The University shall pay [SERVICE PROVIDER] a per-student fee that is estimated to be [AMOUNT INDICATING CURRENCY] for all facilities and services provided under this Scope of Work. The [AMOUNT INDICATING CURRENCY] fee is based on a minimum number of [#] students with a [ENTER ANY VARIABLE OPTION (ex: homestay housing option)] option. The program fee varies based on the number of participants and the [ENTER ANY VARIABLE OPTION (ex: homestay housing option)] option:

[ENTER STUDENT ENROLLMENT BREAKOUTS WITH OPTIONS AND FEE PER STUDENT]

(b) [SERVICE PROVIDER] shall provide University with an invoice on letterhead and in English including full contact information, payment instructions and clearly noting [SERVICE PROVIDER]

is invoicing University. This invoice, together with a final roster of students participating in the program, shall be submitted no later than one month prior to the date such payment is due. The invoice shall be sent to the University address: [ENTER ADDRESS of DEPARTMENT/COLLEGE BUSINESS OFFICE]. The invoice must separate expenses within the following categories with the amount indicated in preferred currency on a per student basis:

- Tuition (local instruction costs if applicable)
- Housing
- Other [LIST ALL OTHER CATEGORIES]

(c) All payments by University to [SERVICE PROVIDER] hereunder shall be made by check or wire transfer made payable to [SERVICE PROVIDER] as instructed on the invoice.

(d) [SERVICE PROVIDER] refund or withdrawal policy is as follows: [ENTER POLICY]

Program Fee Disputes

Once a per-student fee has been agreed upon pursuant to this Scope of Work, [SERVICE PROVIDER] acknowledges and agrees that University will be charging its students based upon the agreed upon fee and any increases in the fee cannot be passed on to the students. Generally, increases in the fee must be borne by the party that causes the increase. For example, if an increase in the program fee results from a decision or directive from University, the University will bear the cost. If an increase in the fee results from an error or omission on the part of [SERVICE PROVIDER], [SERVICE PROVIDER] will bear the cost. If an increase results from a joint error, the parties will negotiate in good faith to allocate the increased costs between the institutions.

Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

Accepted and Agreed to by the Parties:

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA

[SERVICE PROVIDER]

Celeste Kanzig
Purchasing Manager

[SIGNATORY]
[TITLE]

Date

Date

APPENDIX [1] to Exhibit [X]

“ACADEMIC COURSE LICENSE”

For the purposes of performing the obligations under the attached Exhibit [1], when the University of Arizona does not provide the faculty to teach the course content, the University of Arizona hereby grants [SERVICE PROVIDER] a limited, non-exclusive, non-assignable, revocable license to deliver the following course content to University of Arizona study abroad students participating in the _____ Program through adjunct faculty approved by the University of Arizona and employed by [SERVICE PROVIDER]:

Courses Licensed:	# of Students
_____ _____ (___ credits)	_____ students

a. Upon earlier of expiration of the term or completion of Exhibit [1], all licensed rights to the Courses granted to [SERVICE PROVIDER] shall revert to the University of Arizona and [SERVICE PROVIDER] shall discontinue any use of the Courses. [SERVICE PROVIDER] shall return all curriculum and course materials to the University of Arizona for the Courses, including syllabi and lecture notes.

b. The Participating Institutions acknowledge and agree that nothing in the Master Services Agreement transfers ownership of any University of Arizona intellectual property rights associated with its Courses to [SERVICE PROVIDER] or any third-party or government.

c. [SERVICE PROVIDER] shall provide the following course deliverables to students:

- During the _____, _____ term, faculty will provide a minimum of 45 contact hours of instruction for each 3-unit course. A contact hour is 50 minutes of class time plus a 10 minute break.
 - Adjunct faculty will also schedule 1 hour per week, per class, of office hours to meet with students. Office hours shall enable students to meet with the adjunct faculty member to discuss the material being presented in class or other related interests. Course-related discussions include asking for extra help, seeking clarification of material presented in class and following up on aspects of the class.
- a. The Participating Institutions recognize the Courses utilized in the program outlined in Exhibit [1] shall be and shall remain the intellectual property of the University of Arizona and/or its faculty as appropriate, and that solely for purposes of performing the Master Services Agreement and Program Addendum, the University of Arizona is licensing the use of such courses to Institution on a non-exclusive basis.

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA

Edward Nasser
Chief Procurement Officer

Date

[SERVICE PROVIDER]

[SIGNATORY]
[TITLE]

Date

EXHIBIT B

“CONFIDENTIAL STUDENT INFORMATION ADDENDUM”

This Confidential Student Information Addendum (this “CSID”) supplements the terms and conditions of the attached Master Services Agreement between the Parties as follows:

1. Definitions:
 - a. Covered Data and Information includes any “personally identifiable information” from the University’s “education records,” as those terms are defined by FERPA (collectively “Student Data”).
 - b. Covered Data and Information includes both paper and electronic records.
2. Privacy and Access to Covered Data and Information: It is anticipated that Service Provider will require access to Student Data in order to perform the Services Agreement. Service Provider agrees to comply with the privacy requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and its implementing regulations, 34 CFR Part 99) with regard to Covered Data and Information. Service Provider acknowledges that this CSID allows the Service Provider access to Covered Data and Information only for the purpose of performing the contracted services outlined in the Services Agreement and those agreed to in writing between the Parties.
3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Service Provider agrees to hold Covered Data and Information received from or created on behalf of University in strict confidence. Service Provider shall not use or disclose Covered Data and Information received from or created on behalf of University except as permitted or required by this CSID, the Service Agreement, as required by law, or as otherwise authorized in writing by University.
4. Safeguard Standard: Service Provider agrees that it will protect the Covered Data and Information received from or created on behalf of University according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all such Covered Data and Information.
5. Return of Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Services Agreement, Service Provider shall return the University Covered Data and Information to University unless University requests that such data be destroyed. Service Provider shall complete such return or destruction not less than thirty (30) days after the conclusion of the Services Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to University that such return or destruction has been completed. To the extent return or destruction is not feasible, this CSID shall remain in full force and effect.

6. Terms and Termination:

- a. This CSID shall take effect upon the date first written above. The respective rights and obligations of Service Provider under this CSID shall survive the termination of the Services Agreement.
 - b. In addition to the termination rights established by the underlying Services Agreement, breach of this CSID shall give University, in its sole discretion, the right to do any or all of the following:
 - (i) exercise any of its rights to reports, access and inspection under this CSID; and/or
 - (ii) require Service Provider to submit to a plan of monitoring and reporting, as University may determine necessary to maintain compliance with this CSID; and/or
 - (iii) provide Service Provider with a fifteen (15) day period to cure the breach; and/or
 - (iv) refusal to provide Service Provider with access to Student Data for a period of at least five (5) years as required by FERPA; and/or
 - (v) terminate the Services Agreement immediately if Service Provider has breached a material term of this CSID and cure is not possible.
 - c. Before exercising any of these options, University shall provide written notice to Service Provider describing the violation and the action it intends to take.
7. Subcontractors and Agents: If Service Provider provides any Covered Data and Information which was received from or created on behalf of University to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this CSID.
8. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall report to University any use or disclosure of Covered Data and Information not authorized by this CSID or in writing by University, including any reasonable belief that an unauthorized individual has accessed a database containing Covered Data and Information. Service Provider shall make the report to University not less than two (2) business days after Service Provider learns of such use or disclosure. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the University Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by University.
9. Indemnity: Service Provider shall indemnify, defend and hold University harmless from all claims, suits, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this CSID.