****

[INSTRUCTIONS (DELETE BEFORE SENDING TO OTHER PARTY):

●      Please contact GPS Alliance (gpscontracts@umn.edu) first so they can check with

the University’s Export Controls and International Projects Officer to ensure the other party does not appear on restricted entity lists, is not located in a sanctioned jurisdiction,

and is not otherwise subject to U.S. Government restrictions.

●      Agreements for specific projects must be routed to the appropriate University unit for

review, approval, and signature in accordance with the University Administrative Policy:

President’s Delegation of Authority and Regents Policy: Legal Review of Contracts.]

**INSTITUTIONAL AND PROGRAM AGREEMENT**

**Between**

**Regents of the University of Minnesota**

**on behalf of its**

 **(“UMN”)**

**and**

**(“Host Institution”)**

 ***With this INSTITUTIONAL AND PROGRAM agreement*** (“Agreement”), effective      ,UMN and the Host Institution, sharing common goals of education and desiring to facilitate and enrich, through education abroad, opportunities for students of UMN to participate in certain educational experiences offered by Host Institution, as described in further detail on Schedule(s) attached to this Agreement,

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

**1. Description of Agreement.**

 1.1 With this Agreement, UMN and Host Institution establish a program to provide opportunities for students of UMN to participate in certain educational experiences offered by Host Institution, as described in further detail on Schedule(s) attached to this Agreement.

1.2 The normal length of the educational experiences offered by Host Institution will be one semester, one academic year, or other length of time not to exceed 12 months, as described in further detail on Schedule(s) attached to this Agreement. Upon completion of the educational experience with Host Institution, students must return to UMN. An extension of stay by a student shall only be authorized by mutual agreement of the parties.

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

|  |  |
| --- | --- |
| *Host Institution:* |      Attn:                     Phone No.:      E-mail:       |
| *UMN:* | **University of Minnesota**     Attn:                     Phone No.:      E-mail:       |

**2. Responsibilities of the Parties.**

 2.1 Joint Responsibilities.

 2.1.1 UMN and Host Institutionwill each identify a person or persons responsible for liaison during the term of this Agreement.

 2.1.2 The persons responsible for the liaison will jointly plan for:

 a. Selection, assignment, and orientation of students;

 b. Periodic review and preparation of objectives for the instructional program; and

 c. Evaluation of student performance.

 2.1.3 UMN has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. UMN and Host 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, UMN and Host Institution agree to inform each other of any specific issues related to the student (i.e., documented disability unless the student discloses, 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, UMN and Host Institutionagree to inform each other of any crisis or emergency related to the students. Additionally, if UMN determines, in good faith and in its reasonable judgment, that 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 Host Institution. In cases where UMN policy is not consistent with program policy, Host Institution agrees to defer to and uphold UMN policy.

 2.1.6 UMN and Host Institution agree to provide a range of services related to academic and administrative, communications and promotion, and financial arrangements, as further described in the attached Schedule(s).

 2.2 UMN Responsibilities.

 2.2.1 UMN shall acknowledge the academic achievements of the student at Host Institution, based on the number of credits completed and/or total hours of academic work involved, as mutually agreed between the two institutions.

 2.2.2 UMN shall pay program fees, if applicable, as set forth in Schedule A and any subsequent schedules attached to this Agreement.

 2.3 Host Institution Responsibilities and Representations

2.3.1 Host Institutionacknowledges and agrees that UMN student participation is contingent upon the nomination and support of UMN. Therefore, if UMN withdraws support of a student or decides to bring student(s) home, Host Institutionagrees to defer to UMN’s decision and end its relationship with the student(s) effective on the date(s) requested by UMN, unless UMN specifically agrees otherwise in writing.

2.3.2Host Institution represents (i) it is duly licensed or/and authorized to provide the services contemplated in this Agreement and it is not debarred or suspended from doing business with governmental entities, and it will notify UMN if it becomes debarred or suspended; and (ii) the services shall be of professional standards and quality; comply with Host Institution’s representations in any advertisement, correspondence, response to UMN’s inquiries, or other document provided to UMN; and comply with all applicable laws, codes and regulations.

2.3.3 Host Institution shall be responsible for vetting and selecting the most appropriate subcontractors for the services provided, if any, but not limited to, appropriately bonded, licensed and insured transportation and secure housing. Subcontractors have no direct relationship with UMN. Host Institution shall at all times be responsible for the acts, defaults and omissions of its subcontractors as if they were Host Institution’s own.

2.3.4 Host Institution shall be responsible for complying with all laws in the country where services are performed.

2.3.5 Host Institution shall be responsible for any and all taxes required by any taxing authority in connection with this Agreement, levied or required by any taxing authority or any other body having jurisdiction under any present or future laws.

2.3.6 Other responsibilities are set forth in Schedule A and any subsequent schedules attached to this Agreement.

**3. Institutional Liability Insurance and Indemnity.**

 3.1 UMN 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, UMN will provide a certificate of insurance evidencing such coverage.

 3.2 UMN agrees to defend, hold harmless, and indemnify Host 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 UMN, its employees, agents, or representatives during the performance of its obligation under this Agreement. UMN’s liability is limited to the extent pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

 3.3 Host 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 (ii) Automobile Liability insurance in minimum amounts of the equivalent of US$1,000,000 each occurrence. Upon request, Host Institutionwill provide a certificate of insurance evidencing such coverage. UMN will be included as an additional insured for General Liability and Automobile Liability.

 3.4 Host Institutionagrees to defend, hold harmless, and indemnify UMN, its regents, officers, agents, employees, and representatives, and students 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 Host Institution, its employees, agents, contractors, 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 one (1) year, and automatically renew annually thereafter, unless terminated earlier.

* + 1. It may be terminated by either party upon [\_\_\_\_ days’ / months’] written notice to the other party, provided that all students enrolled in the program(s) at the time of notice of termination is given shall be permitted to finish their course of study. If this Agreement is terminated under this 4.1.1, neither Host Institutionnor UMN 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.

4.1.2 [In the event that](https://www.lawinsider.com/clause/in-the-event-that) [a party](https://www.lawinsider.com/clause/a-party) is in [material breach of this Agreement](https://www.lawinsider.com/clause/material-breach-of-this-agreement), the [other party](https://www.lawinsider.com/dictionary/other-party) may [send](https://www.lawinsider.com/clause/send) written [notice to the](https://www.lawinsider.com/clause/notice-to-the) [breaching party](https://www.lawinsider.com/clause/breaching-party). The breaching party shall have [\_\_\_\_] days to [cure](https://www.lawinsider.com/clause/cure) [said](https://www.lawinsider.com/dictionary/said) breach. **If** the breaching party fails to cure the breach within the [\_\_\_\_] day period, the non‐breaching party shall have the right to terminate this Agreement immediately by serving the breaching party with written notice of termination.

 4.2 Neither UMN nor Host Institutionshall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

 4.3 Neither UMN nor Host 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, UMN and Host 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 constitutes the entire agreement between UMN and Host Institutionregarding the subject matter hereof. This Agreement supersedes all other Agreements relating to the subject matter of this Agreement existing between UMN and Host Institution.

 4.5 Nothing in this Agreement is intended or should be construed as creating the relationship of partners, 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.

 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 Neither party may assign any part of this Agreement without the other’s express prior written consent.

4.8 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 UMN must be obtained from UMN’s Office of University Relations in each instance.

4.9 The following only applies if the Host Institution will receive or have access to UMN student records and such student education records are subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder: To the extent that Host Institution has access to “education records” under this contract, Host Institution acknowledges it will be considered a “school official,” as each of these terms are defined under FERPA, and agrees it will comply with the requirements in FERPA concerning the confidentiality and release of education records. In compliance with FERPA, Host Institution agrees that it shall use the education records only for the purpose of fulfilling its duties under this Agreement for UMN’s benefit and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the UMN.

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

**5. Schedules and Amendments.** Subject to the written authorization by appropriate representatives of UMN and Host 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. To the extent any such Schedule or Amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

 **IN WITNESS WHEREOF**, each party hereby represents that the individual signing below is duly authorized to execute and deliver this Agreement on behalf of the respective party.

|  |  |
| --- | --- |
| **Regents of the University of Minnesota*****Recommended for approval:*** |  |
| By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |
| By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |

|  |  |
| --- | --- |
| ***Approved:*** |  |
| By: Name: Harvey Charles, Ph.D.Title: Vice Provost for InternationalProgramsDate:  | By: Name:      Title:      Date:  |
| By: Name: Rachel T.A. CrosonTitle: Executive Vice President and ProvostDate:  | By: Name:      Title:      Date:  |

**SCHEDULE A**

**AGREEMENT DETAILS**