

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL/STUDY ABROAD
SERVICE PROVIDER AGREEMENT**

In consideration of the covenants, promises, and agreements contained herein, Coast Community College District, a public educational agency (“District”) and _____ (“Service Provider”) (District and Service Provider are individually referred to as “Party”) and collectively referred to as the “Parties”), hereby covenant, promise, and agree as follows:

1. **SCOPE OF THE AGREEMENT:** This agreement (“Agreement”) shall apply to all Study Abroad Programs (hereinafter collectively referred to as “Programs”) as defined and approved by District’s governing Board (“Board”).

2. **EFFECTIVE DATE OF THE AGREEMENT:** The effective date of this Agreement shall be the date that this agreement has been approved by Board. This Agreement shall not be effective unless all Exhibits as described herein have been submitted to and approved by District’s Office of Educational Services and the Board.

3. **INSTRUCTIONAL PROGRAM:**

a. District shall arrange for and provide Study Abroad Programs within the scope of this Agreement, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-Program student orientation, lectures, student supervision, Program instruction, Program instructors, Program presenters, Program guides, and post-Program evaluation.

b. District shall provide qualified instructional staff and Service Provider shall reimburse District for the cost of District instructional staff for non-FTE generating programs. Service Provider must pay District, no later than twenty days prior to departure, the projected instructors’ salary for non-FTE generating programs or the program shall be immediately cancelled. District shall reimburse Service Provider excess amounts, if any, paid above salary costs for instructors.

4. **TRAVEL SERVICES:** Service Provider shall arrange for and provide all transportation and lodging (if applicable) for the Program. Service Provider shall set forth the details of said Program in Exhibit A entitled “**SPECIFIC PROGRAM DETAILS**” which is attached to this Agreement and incorporated herein by this reference and by this reference specifically made a part hereof. This Agreement shall not be effective unless and until Exhibit A has been submitted to and approved by District’s Office of Educational Services. In the event of a conflict between the terms and conditions of any **SPECIFIC PROGRAM DETAILS** as set forth in Exhibit A and the general terms and conditions set forth in this Agreement, the general terms and conditions set forth in this Agreement shall control.

5. **PROMOTIONAL MATERIAL:** Service Provider may prepare and provide at its own expense promotional material concerning the Program, provided that any promotional material is totally accurate and is approved in writing by District’s Office of Educational Services before publication and distribution and provided that any promotional material prominently displays the following disclaimer:

_____ and not the Coast Community College District is responsible for all travel arrangements and any liability arising therefrom. The Coast Community College District is **NOT** liable for any damages arising out of the services described herein, including, but not limited to any promises or representations, whether express or implied. Nothing contained herein shall be construed to in any way bind the District, the District Governing Board, or any of its agents, employees, or representatives to any promises, obligations, covenants, or duties, whether express or implied herein.

Such promotional materials shall include District-approved language requiring Students to provide short-term study abroad insurance with District's recommended provider.

6. **PAYMENT BY PROGRAM PARTICIPANTS:** All payments by Program participants for travel services hereunder shall be made to the order of Service Provider's firm name, or to such other name as Service Provider may direct. Service Provider shall manage all charges collected from Program participants in accordance with all applicable federal and state law and regulations, and the requirements of this Agreement. All funds received by Service Provider for the Program are to be received by Service Provider in trust for the benefit of the Program participants. Service Provider shall account to District the total cost to Program participants. Program expenses shall detail the extent of free transportation, per diem allowances, incidental support, and any direct payment to or prerequisites intended by Service Provider for Program instructor or any other person. Disclosure of these costs and expenses for each particular Program shall be set forth on Exhibit A labeled "**SPECIFIC PROGRAM DETAILS.**" Program costs shall be disclosed and set forth in Exhibit A labeled "**SPECIFIC PROGRAM DETAILS**", and will not be changed, except that costs are based on tariffs and foreign exchange rates in effect at the time of the quote of Program costs and may be subject to change if the tariffs and exchange rates change and if the possibility of such changes has been disclosed in advance in writing by Service Provider to District's Office of Educational Services. Service Provider shall determine for each Program a date for initial deposit of Program costs by Program participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be set forth in Exhibit A "**SPECIFIC PROGRAM DETAILS**" and published in literature about the specific Program made available to potential Program participants by either District or Service Provider. In the event a Program is for any reason canceled prior to the time of its scheduled departure, Service Provider shall refund in full any payments received from Program participants. If any participant cancels from the Program at any time prior to departure, participant must follow the cancellation schedule referenced in Exhibit A minus any non-recoverable charges or expenses incurred by Service Provider in connection with its provision of travel services for those participants, provided that Service Provider has notified, in writing, each Program participant and District's Office of Educational Services of its intent to do the same. In the event of such cancellation, Service Provider shall within forty-five days of said cancellation, account to the Office of Educational Services for any non-recoverable charges or expenses incurred by Service Provider. Charges, if any, for District personnel shall be invoiced to District.

///

7. **RESTRICTION ON PROGRAM PARTICIPATION:** All Program participants shall be enrolled in a course of study related to the Program. Though enrollment is open to the public, some individuals may be denied admission on the basis of academic prerequisites. Program participation is to be determined solely by District's Office of Educational Services. Service Provider shall not make the Program available to individuals who are not Program participants of District and who have not been approved by District as Program participants. In the event any person participates in a Program without District permission, the Service Provider hereby assumes all liability for participation of such persons and shall indemnify and hold harmless District and its Board, trustees, agents, employees, and representatives from all claims arising out of such participation as set forth more fully in paragraph 8 labeled "**INDEMNIFICATION.**" Prior to the departure of any Program, Service Provider shall provide the Office of Educational Services at the address set forth in Paragraph 19(i) below with a roster of Program participants, showing name, address, emergency contact and address, along with the same information for any other persons that District has agreed to allow to accompany the Program. Service Provider shall forward a copy of all correspondence between Service Provider and any Program instructor, Program presenter, Program guide, or Program participant to the Office of Educational Services at the address set forth in Paragraph 19(i) below. No person shall be allowed to participate in a Program unless that person executes all document required by District's Office of Educational Services, including but not limited to the COAST COMMUNITY COLLEGE DISTRICT INTERNATIONAL TOUR PARTICIPATION AGREEMENT. District's Office of Educational Services shall be responsible for collecting these documents.

8. **INDEMNIFICATION:** Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Service Provider, to the extent permitted by law, shall save, defend, indemnify, and hold harmless District, Board, any of the District Colleges, and each of their trustees, agents, employees, and representatives free and harmless from and against any and all liability, claims, losses, expenses, judgments, or demands, including attorney's fees and costs, which may arise from damages, injuries, or death of persons (Service Provider's agents, employees, representatives, and guests included), other personal injury including, but not limited to, libel and slander, damage to or loss of property, claims arising out of any actions by Service Provider in breach of this Agreement, and all statements, comments, remarks, or promises set forth in any promotional material as described in paragraph 5 above, the participation in the Program of any person without permission of District, and for the acts and omissions of any person or entity employed, retained, or representing Service Provider for the purpose of providing any services under this Agreement including, but not limited to, Travel Agents, or Travel Agencies, save and except for claims and litigation arising through the willful misconduct of District, Board, the District Colleges, and each of their trustees, agents, employees, or representatives. Service Provider will make good and reimburse District, Board, the District Colleges, and each of their trustees, agents, employees, or representatives for any expenditures, including reasonable attorney's fees and costs the District, Board, the District Colleges, and each of their trustees, agents, employees or representatives may make by reason of such matters and, if requested by District, Board, the District Colleges, and each of their trustees, agents, employees, and representatives, Service Provider will defend such suit at the sole cost and expense of Service Provider.

///

9. **INSURANCE:** Service Provider shall, for the duration of the Program, maintain in force a commercial general liability insurance policy (or policies) insuring Service Provider's activities under this Agreement on a worldwide basis, and for the amount set forth in parentheses below against risk of loss due to (a) injury, property damage or death caused by an occurrence arising out of the Service Provider's operations (\$3,000,000 for each occurrence); (b) bodily injury, property damage or death caused by an occurrence arising out of the operation, maintenance, or use, including loading or unloading, of a hired automobile or vehicle (including a bus or truck), watercraft or aircraft (\$3,000,000 for each occurrence); (c) any negligent act, error, or omission of Service Provider or any other person for whose acts Service Provider is legally liable in the conduct of Service Provider's operations (\$3,000,000 for each occurrence). Service Provider agrees to name District, Board, each of the District's Colleges, and each of its trustees, agents, employees, and representatives as additional insured, under each insurance policy or policies. In addition, said policy or policies shall include an endorsement whereby said Service Provider's insurance policy shall be primary as to any and all insurance and self-insured retention of District, and any insurance or self insurance maintained by District or District personnel shall not contribute with it and whereby Service Provider's insurer agrees to waive its subrogation rights against District and District personnel as set forth in paragraph 10 of this Agreement. Said endorsement shall also provide:

It is hereby understood and agreed that the definition of "incidental Contract" is hereby amended to include the following designated contract provision:

Additional Insured Covered Interest:
Coast Community College District, the Board, each of the District's Colleges, and each of their agents, employees, and representatives.

The named insured shall indemnify, defend and hold harmless from and against any and all claims and liabilities arising from the negligence of the insured as respects any services arranged by the insured on District's behalf.

It is further understood and agreed that all exclusions, terms, conditions, and endorsements of the policy shall also apply to the coverage afforded by this endorsement.

At the time of the execution of this Agreement, no later than 30 days prior to the start of the Program, Service Provider shall deliver to the District's Office of Risk Services certificates of insurance showing each such insurance policy to be in full force and effect for the duration of the Program, and a copy of the policy endorsement naming District, Board, the District Colleges and their trustees, agents, employees and representatives as additional insureds under Service Provider's comprehensive general liability insurance policy or policies. District reserves the right to require the Service Provider to deliver to District's Office of Risk Services, a certified copy of each such insurance policy. On a date to be specified by District, said policies, if required, certificates, and endorsements shall be attached hereto as Exhibit B and incorporated herein by this reference, and shall by this reference be made a material part of this Agreement.

Service Provider shall provide District with a 30-day notice of cancellation of each such insurance policy. This Agreement shall not be deemed to be in effect unless and until Exhibit B has been submitted to and approved by District's Risk Services Office.

10. **WAIVER OF SUBROGATION RIGHTS:** Service Provider hereby covenants, warrants, and promises to provide District with a full and complete waiver of subrogation rights against District, Board, the District's Colleges, and each of their trustees, agents, employees, and representatives. Service Provider also covenants, warrants, and promises that its insurer providing commercial general liability insurance for the Program has waived its right to subrogation against District, Board, the District Colleges, and each of their trustees, agents, employees, and representatives for any claims of bodily injury, property damage, personal injury, wrongful death, professional acts, or errors-or-omissions that it or they may pay by way of judgment or settlement to the Service Provider or a third party because of District's, Board's, the District's Colleges', or each of their trustees', agents', employees', agents, and representatives' alleged negligence or other tortious conduct. Service Provider agrees to provide District with a copy of the endorsement evidencing the Service Provider's agreement to waive its subrogation rights pursuant to the terms set forth herein. Said endorsement shall provide as follows:

We waive any right of recovery we may have against the person or organization shown in the Schedule (Coast Community College District and its personnel) because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization shown in the Schedule for payments made under the policy resulting from the contract, location, or specific coverage shown in the Schedule.

11. **TRAVEL AGENTS USED:** All travel agents used by Service Provider to arrange for transportation (or Service Provider itself if it is a travel agency) shall be licensed and bonded by the International Airline Travel Agent Network (hereinafter "IATAN") or an equivalent professional travel agents association.

12. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION:** Service Provider shall at all times maintain on file with District's Office of Educational Services, an up-to-date accurate information sheet, as set forth in Exhibit C, which is incorporated herein by this reference and by this reference specifically made a part thereof. This Agreement shall not be deemed to be in effect until Exhibit C as described herein has been submitted to any approved by District's Office of Educational Services.

13. **PROGRAM CANCELLATION:** Service Provider may upon written notice to District's Office of Educational Services, in the manner set forth in paragraph 19(i) below, cancel any particular Program no later than 60 days prior to the departure of the Program if the minimum number of participants specified in the **SPECIFIC PROGRAM DETAILS** as set forth in Exhibit A to this Agreement, fails to sign up for the Program and no plan has been agreed upon to extend the deadline, or fewer days upon the express mutual agreement of District's Office of Educational Services and Service Provider as set forth in writing, signed by both parties, and notice of the same given in the manner specified in paragraph 19(i) below.

14. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement in its entirety upon 60 days prior written notice. However, notice must be given in the manner set forth in paragraph 19(i) below. The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach on this Agreement or act that took place during the pendency of this Agreement.

15. **ASSIGNMENT:** This Agreement is for the particular services of the Service Provider specified herein and shall not be assignable by Service Provider in whole or in part without the prior written consent of District.

16. **CHANGE IN SERVICE PROVIDER OWNERSHIP:** During the term of this Agreement, should a change in ownership of Service Provide take place, Service Provider shall, within five days of the change notify in writing District's Office Risk Services of the change in the manner prescribed in paragraph 19(i) below. For purposes of this Agreement, change of ownership is defined as follows:

a. If Service Provider is a corporation, any transfer or transfers of shares possessing, in the aggregate, fifty percent or more of the voting power of the Corporation.

b. If Service Provider is a partnership, then the withdrawal or removal of any general partner, dissolution of the partnership under California law, or any transfer, or transfers in the aggregate, of fifty percent or more of the partnership interests.

Within ten days Notice to both District and District's Risk Services Department of a change in ownership as defined above, District, at its option, may terminate this Agreement, provided it does so in writing, and District's written notice of termination is sent in the manner set forth in paragraph 19(i) below.

17. **DISPUTE RESOLUTION:** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the Parties shall use their best good faith efforts to settle such dispute, claims, questions, or disagreements. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. In the event the Parties are not able to agree after meeting and conferring, the Parties agree that as a further condition precedent to and before filing any legal action, the Parties shall submit the dispute to non-binding mediation by a mediator mutually selected by the Parties. If the Parties are unable to agree upon a mediator, then the mediation will be held at the Orange County, California office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining Party must contact JAMS or Judicate West to schedule the conference. The Parties may agree on a mediator from the JAMS panel or Judicate West panel. If they are unable to agree, then either JAMS or Judicate West will provide a list of three available mediators and each Party may strike one. The remaining mediator will serve as the mediator at the mediation conference. If more than one name remains on the list, JAMS or Judicate West shall select the mediator. Neither Party may initiate legal action until mediation is completed. Each Party shall pay one-half the costs of such mediation. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

With a copy to: Coast Community College District
Office of Risk Services
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Risk Services Manager

To Service Provider: _____

Attn: _____

With a copy to: _____

Attn: _____

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

j. Agreement with Program Participants: Service Provider shall not require any Program participant to execute any documents which in any way contradicts or relieves Service Provider of its duties and obligations to District, all as provided in this Agreement.

District's Office of Risk Services reserves the right to review and approve all documents which Service Provider requires Program participants to sign. Failure to so review does not waive any of District's rights hereunder.

k. Prohibition from Offering Program Participant Medical or Health Insurance. Service Provider shall not offer medical or health insurance to Program participants but shall require Program participants to purchase said insurance from the insurance provider specified by District. Service Provider shall provide written confirmation that all Program participants have purchased such short-term insurance no less than 30 days prior to departure.

l. Binding on Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties hereto or of any third party beneficiaries of this Agreement.

m. Attorneys' Fees. In any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.

///

Service Provider

By: _____

Printed Name: _____

Title: _____

Date: _____

Coast Community College District

By: _____
Vice Chancellor,
Educational Services & Technology

By: _____
President, Board of Trustees

Date: _____

Date: _____

NOTE: Please print or type on blank spaces

**EXHIBIT A
SPECIFIC PROGRAM DETAILS**

Service Provider: _____

College: Coast Community College District

Destination: _____

Dates of Trip: _____

Date Initial Deposit and Application Due: _____

Date Final Payment Due: _____

Program Instructors: _____

College: _____ Department: _____

College: _____ Department: _____

College: _____ Department: _____

Total Cost Per Student: _____

Effective Date of This Exhibit: _____

Service Provider shall, in the space immediately below (or in an attached separate sheet or brochure), provide specific travel details for each specific trip handled by Service Provider. Details shall include daily trip itinerary, the name of the transportation carriers (air, land, and sea) and tariff basis, land arrangements, other specifics of travel services provided, expenses covered, refund conditions, any prerequisites accruing to District, and minimum required participants or requirements for early termination/cancellation.

_____ See Attachment

This exhibit is incorporated into and becomes a part of that certain Agreement between Service Provider and District setting forth the General Terms and Conditions under which Service Provider shall provide Travel Services to the District for the District's Educational Tour/Field Study Program. In the event of a conflict between any of the terms and conditions set forth in this exhibit and the General Terms and Conditions, such General Terms and Conditions shall prevail.

IN WITNESS THEREOF, Service Provider and District have executed this Exhibit as a part of the Educational Study Abroad Travel Contractor/Service Provider Agreement previously entered into by Service Provider and District.

SERVICE PROVIDER

By: _____

Title: _____

Address: _____

DISTRICT

By: _____

President, Board of Trustees

Date: _____

APPROVED

By: _____

Vice Chancellor
Educational Services & Technology

Date: _____

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES**

GENERAL GUIDELINES FOR SHORT-TERM ABROAD PROPOSAL/QUOTE

The Service Provider shall be responsible for all travel logistics of the program; shall reserve all classroom/office facilities for the exclusive use of Coast Community College District (CCCD); shall arrange all field trips; shall provide a local coordinator to assist the faculty and deal with relations between students; shall collect all fees and pay all bills pertaining to the operation of the program; and shall in general do all possible to make the program a success.

PROGRAM DESCRIPTION:

TRANSPORTATION:

HOUSING AND MEALS:

COUNSELING AND ORIENTATION:

ACTIVITIES AND EXCURSIONS:

INSTRUCTION:

ON-SITE SUPPORT:

FACILITIES:

FACULTY SERVICES:

PUBLICITY:

OTHER: For non-FTE generated programs (Service Provider) shall provide a check in the amount of \$_____, payable to the “Coast Community College District,” to reimburse the District for the salary of (CCCD faculty’s name). This check shall be provided to the District no later than twenty days before the program’s departure date.

SERVICES SPECIFICALLY NOT INCLUDED:

PROPOSAL WORKSHEET

Please provide cost for each category based on an average of 30 students participants and an instructor (number of instructors) as indicated.

Cost provided are *per student*

TRANSPORTATION: \$_____

\$_____

LODGING/FOOD: \$_____

\$_____

EXCURSIONS: \$_____

\$_____

\$_____

FACULTY SERVICES: \$_____

GENERAL: \$_____

\$_____

Specify cost of brochure \$_____

PER STUDENT COST (Based on 30 Students) \$_____

COST BASED ON 31-35 STUDENTS: \$_____

COST BASED ON 25-29 STUDENTS: \$_____

COST BASED ON 20-24 STUDENTS: \$_____

The above prices do not reflect the \$_____ first payment.

EXHIBIT B

(Service Provider to attach certified copies of insurance policies and endorsements as set forth in paragraph 9 of the Service Provider Agreement.)

EXHIBIT C

**TRAVEL CONTRACTOR/SERVICE PROVIDER
INFORMATION AND IDENTIFICATION
(INCLUDING COPY OF PROGRAM BROCHURE)**

Date: _____

Name: _____

Doing Business As: _____

Business Address: _____

Mailing Address: _____

Name and address of officer(s) of Service Provider who is(are) authorized to do business with
Coast Community College District.

Corporation? Yes ___ No ___ Non-Profit Corporation? Yes ___ No ___

If Corporation, organized under the laws of what state? _____

Headquarters Address: _____

_____ Zip _____

Names and Titles of Corporate Officers: _____

Agent for Service of Process: _____

Is the corporation in good standing? Yes ___ No ___

Partnership? Yes ___ No ___

If partnership, formed in what State? _____

Name, address and social security number of all general partners:

Current Bank Reference: _____

Insurance Carrier(s): _____

Coverage limits: Primary _____ Excess _____

Agent/Broker: _____

_____ Zip _____

Telephone: (____) _____

Names and addresses of groups (preferably education) for whom you have arranged tours:

Attn: _____ Attn: _____

_____ Zip _____ Zip _____

If travel agent, list IATAN Number: _____

If travel promoter, name and location of the trust account or bond required by Article 2.5 of part 3 of Division 7 of the California Business and Professions Code (commencing with Section 17540): _____

Please indicate whether trust account or bond: _____

If Service Provider is not a travel agent, please list name, address and IATAN number of travel agent(s) used for transportation arrangements:

Zip

IATAN#

Litigation History: List ALL litigation involving your study abroad programs over the past five (5) years *(your failure to disclose all litigation for past five (5) years may result in the immediate termination of this agreement)*

VERIFICATION

I, _____ am the _____
(print name) (title)
of _____ (i.e., Travel Contractor/Service Provider).

I have read the foregoing document entitled Exhibit A, Specific Trip Details and know its contents.

I declare under penalty of perjury under the laws of the State of California that the information set forth herein is true and correct.

(Signature)

Executed on the _____ day of _____, 20__ at _____,
California.