**Study Abroad Agreement**

**Between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **and**

**Middle Tennessee State University**

This Study Abroad Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University, hereinafter referred to as the “Institution” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Contractor” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

Program Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Participants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Program Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Included in the Cost of the Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Not Included in the Cost of the Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Responsibilities of the Parties:

1. Applications and Admissions. Institution students will submit their applications directly to the faculty leader, \_\_\_\_\_\_\_\_\_, at Institution. Institution will forward the full names of admitted students, their dates of birth, and passport numbers to \_\_\_\_\_\_\_\_\_. Institution will provide \_\_\_\_\_\_\_\_ with the final list of program participants on or before \_\_/\_\_/\_\_\_\_.

 2. Pre-departure Information. Institution will provide all pre-departure advising and orientation.

 3. Flights:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 4. Accommodations:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 5. Student Support Services:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 6. Student Withdrawals:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Financial Arrangements:

1. Payment Terms and Schedule. Travel funds will be collected by Institution from the student participants and payment made to \_\_\_\_\_\_\_\_\_\_ via the international travel clearing account. Payment will occur in installments and will occur only after \_\_\_\_\_\_\_\_\_\_ has submitted an invoice to \_\_\_\_\_\_\_\_\_\_ to be submitted to MTSU Accounts Payable. Institution and its employees incur no financial obligations, commitments, or liability under this Agreement.

 2. Refunds:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 3. Program Cancellation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The parties further agree that the following shall be essential terms and conditions of this Agreement:
2. Contractor warrants that no part of the agreed amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
3. The parties agree that they will not discriminate against any individual because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. Any and all claims against the State of Tennessee, the Institution or its employees based upon this Agreement shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 *et seq*.
5. The term of this Agreement shall be from \_\_/\_\_/\_\_\_\_, through \_\_/\_\_/\_\_\_\_.
6. The provisions of Section B.3. above notwithstanding, this Agreement may be terminated by either party by giving written notice to the other at least forty-five (45) days before the effective date of termination. In that event, Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
7. This Agreement may be modified only by written amendment executed by all parties hereto.
8. Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by Institution or the Comptroller of the Treasury, or their duly appointed representatives.
9. This Agreement shall not be binding upon the parties until it is approved by the president or designee.
10. This Agreement shall be governed and construed in accordance with State of Tennessee, U.S.A. law.
11. Data Privacy and Security:

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Agreement that:

* + - Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or
		- Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by Institution to Contractor is subject to FERPA.

Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE18 standard and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE18.

11. With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU's General Data Protection Regulations ("GDPR").

Institution Contact Name:

Department:

Address:

Phone Number:

Contractor Contact Name:

Address:

Phone Number:

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) **MIDDLE TENNESSEE STATE UNIVERSITY**

Signature:

 Shirman A. Thomas, Executive Director
 Procurement Logistic Services

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date: Date: