



Memorandum of Understanding
MLSA-Texas A&M University

REF: 6-day program in Costa Rica
March 8 – March 13, 2019

Modern Language Studies Abroad agrees to provide the following six-day study abroad program in San Jose, Costa Rica starting with arrival in Costa Rica on Friday, March 8, 2019 and concluding on Wednesday, March 13, 2019.

Dates: Friday, March 8 – Wednesday, March 13, 2019

Price per person: \$1,875

Services Included:

- Round-trip air transportation from Houston, TX to San Jose, Costa Rica
- Bus transfer to and from the airport to MLSA at Ave del Paraiso
- Family pick up of students at Ave del Paraiso on arrival day
- Host family accompanies students to the bus stops on excursion days and provides pick up upon return
- Room and board (two meals, breakfast and dinner, daily) with a Costa Rican family
- Breakfast, lunch, and/or dinner where listed on the itinerary and at the location indicated.
- Welcome lunch or dinner (to be scheduled)
- Full-time administrative staff in charge of supervision of families
- Full-time administrative MLSA staff available 24 hours
- Tour of downtown San Jose
- Visit to the
- Entrance fees to the museum(s)
- One-day excursion to Poas Volcano National Park¹ and La Paz Water Falls Gardens. Accompanied by our guides. Lunch included; Breakfast and dinner with family.
- One-day excursion to La Carpio. A day of Service to the community and activities. ~~(Two consecutive days with half group on first scheduled day and the second half on the second scheduled day.)~~ *CR*
- One-day excursion to Manuel Antonio National Park. Includes bus transportation, guided tour in groups, and lunch.
- First class air-conditioned bus transportation for all the excursions
- Expenses for two (2) Group Leaders: The program fee includes complimentary airlines tickets, housing at Hotel Ave del Paraiso (breakfast included), all student activities with accompanying meals and lodging listed in itinerary, for chaperones traveling with the group.
- MLSA will be responsible for all the arrangements included in the price.

Not included in program price:

- ** Domestic transportation
- ** Country exit tax at the airport (about \$31). May now be included in the airline ticket.
- ** Passport and visa fees
- ** Excess baggage charges
- ** Personal spending money

¹ Poas Volcano National Park is currently closed due to volcanic activity. The park is currently under inspection and new refuge shelters have been built. It is scheduled to reopen during the third week of August. Please note that in case of a prolonged closure, the Volcano portion of the activity may be substituted for a visit to Hacienda Corso Lecheria.

Texas A&M University agrees to forward to MLSA the deposit for the airline tickets to be deducted from the final invoice for the amount and by the date to be specified by the airline. It is understood that any cancellations deposits will be refunded for seat cancellations made prior to the "last day to cancel/reduce without charge". Charges will apply for cancellations on or after the "last day to cancel/reduce without charge". The dates will be determined after MLSA secures the group airline contract.

As a State of Texas agency, Texas A&M University cannot issue payment for services that are not rendered. Since the terms of this agreement entail MLSA receiving all funds in full and in advance of the actual travel dates, MLSA agrees it will provide the referenced services on the dates and at the locations described in this Agreement. In the event MLSA, or an MLSA contractor service provider, fails to provide any element of the services and alternate services are deemed unacceptable to TAMU in its sole discretion, MLSA will reimburse TAMU for any part of the services MLSA, or a MLSA contractor service provider, fails to provide or for any part of the services deemed unacceptable to TAMU.

If a Texas A&M University student expresses dissatisfaction or discomfort with the host family, MLSA will relocate the student to a different host family at no additional cost to Texas A&M University. MLSA will notify the study abroad office at Texas A&M University of the relocation. Any claims that result from loss or damage caused by a Texas A&M University student will be the sole responsibility of the student, not the university.

Signature

Signature

Texas A&M representative

MLSA President
Celestino Ruiz

Date *September 10, 2018*

Date: August 7, 2018

Encl. *Tentative Program Calendar 2019*

TAMU 2019 MARCH PROGRAM IN COSTA RICA

TEXAS A&M UNIVERSITY
INTERNATIONAL SERVICE PROVIDER ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement ("Agreement") between Modern Language Studies Abroad ("ISP"), a United States based international service provider, and Texas A&M University ("TAMU"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, for customized international programs that TAMU and ISP conduct during the term thereof ("Program"). The following terms and conditions are hereby incorporated and made a part of the Agreement to either replace or supplement the terms of the Agreement, as applicable. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. All terms used herein and not otherwise defined shall have the meaning as in the Agreement.

1. Representations and Warranties. ISP warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state or country of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of ISP has been duly authorized to act for and bind ISP.
2. Non-Waiver. ISP expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
3. Program Cost. The cost for the Program shall be as set forth in the Agreement, and ISP shall not increase the prices or change the schedule of Program activities or materially reduce the kind or quality of Program goods and services without prior written consent of TAMU.
4. Cancellation. In the event that ISP cancels the Program for any reason and is not able to provide an alternative Program that is acceptable to TAMU, it shall, within 30 calendar days after cancellation of the Program, refund to TAMU and/or each Program participant respective, 100% of TAMU's and the participant's payment. No refund will be required in the event of a cancellation due to a force majeure event as defined in Section 11 below. Both parties agree to negotiate in good faith a cancellation due to a force majeure event.
5. Insurance and Safety. ISP shall procure and maintain a Comprehensive General Liability and Professional Liability Insurance policy, which shall provide for coverage in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All coverage shall be written on an occurrence basis and shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or *otherwise acceptable to School*. The terms and conditions of the contracted insurance shall be attached to this agreement as "Certificate of Liability Insurance". ISP is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to TAMU. Failure to maintain insurance coverage as described above will be considered a default under this Agreement. ISP certifies that it and its employees have the background, training, experience and necessary licenses to perform properly the services to be delivered under this agreement. ISP acknowledges that TAMU, in entering into this Agreement, reasonably expects ISP to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the

services to be delivered under this Agreement without injury to TAMUS, TAMU, and their respective regents, employees, participants, and any third parties.

6. Use of TAMU's Name, Logo and Trademarks. ISP recognizes and acknowledges that TAMU is the sole owner of its name, logo and trademarks (collectively, the "TAMU's Marks") and has the right of exclusive use and control. Neither ISP nor any of its employees or agents shall use TAMU's Marks without the prior written approval of TAMU.
7. Independent Contractor. For the purposes of the Agreement and all services to be provided thereunder, the parties shall be, and shall be deemed to be, independent contractors and not employees, partners, or agents of the other party. As independent contractors, each party is responsible for its own debts, obligations, acts and omissions, including payment of all required withholding, social security and other taxes or benefits of its employees. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
8. Indemnification. ISP agrees to indemnify and hold TAMUS, TAMU, and their respective regents, employee, and agents harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly arise out of any negligent act or omission of ISP, its agents, or employees, pertaining to its activities under this Agreement, except in all cases to the extent arising from the negligence or intentional misconduct of any regent, employee or agent of TAMUS or TAMU.
9. Compliance with Applicable Laws. Both parties and their agents shall comply with all applicable federal, state and local laws. Furthermore, ISP, its subcontractors, and agents shall comply with all applicable international laws, codes and regulations of the countries and localities in which services are provided, including, but not limited to, requirements relative to health and safety, permits and licensing of vehicles and drivers, vessels and crews. In addition, pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMU is to be in the county in which the principal office of the TAMU governing officer is located.
10. Modification. No modification, amendment, addition to, or waiver of the provisions of the Agreement shall be valid or enforceable unless made in writing and signed by both of the parties.
11. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
12. ISP Certification regarding boycott of Israel
Pursuant to Chapter 2270, Texas Government Code, ISP certifies ISP 1) does not currently boycott Israel and 2) will not boycott Israel during the term of any ensuing purchase order or contract. ISP acknowledges its purchase order or contract with TAMU may be terminated and payment withheld if this certification is inaccurate.
13. ISP certification regarding business with certain countries and organizations.
Pursuant to Subchapter F, Chapter 2252, Texas Government Code, ISP certifies ISP is not engaged in business with Sudan, Iran or a foreign terrorist organization. ISP acknowledges its purchase order or contract with TAMU may be terminated and payment withheld if this certification is inaccurate.

~~MODERN~~ LANGUAGE STUDIES ABROAD

Signature

CELESTINO FUIZ

Name

President

Title

9/6/2018

Date

TEXAS A&M UNIVERSITY

Signature

Pamela Matthews

Name

Dean

Title

September 10, 2018

Date

Effective 8.9.18