

**TEXAS A&M UNIVERSITY
INTERNATIONAL SERVICE PROVIDER AGREEMENT**

The following terms and conditions form the Master Agreement ("Agreement") between Cricket Cruise & Travel, LLC ("ISP"), an independent international service provider, with business address of P.O. Box 453, Chappell Hill, TX 77426-0453 and Texas A&M University ("TAMU"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, on behalf of its Department of the Study Abroad Programs Office, for customized international programs that TAMU and ISP conduct during the term thereof.

ISP shall provide TAMU with certain services in accordance with the terms and conditions of this Agreement. The specific services will be outlined in the individual Program Itineraries prepared by ISP and submitted to TAMU.

TAMU and ISP hereby agree as follows:

1. Definitions

The "Effective Date" of this Agreement refers to the date of the last signature. The "Program" refers to any and all services that ISP provides the Participant. The "Participant" refers to TAMU students and faculty who use ISP services.

ISP and TAMU are each a "Party" and together are "Parties" to this Agreement. The "Program Itineraries" refer to documents outlining the details of a Program to include, but not limited to, services provided by ISP and costs paid by TAMU.

The "Term" refers to the effective term of this Agreement beginning on the Effective Date and for a period of five years from the Effective Date.

2. Development of Study Abroad Programs

TAMU hereby engages ISP to assist in the development and administration of study abroad Programs upon the terms and conditions provided in this Agreement. The study abroad Programs to be conducted pursuant to this Agreement will be developed in coordination with the Department of the Study Abroad Programs Office at TAMU. The exact number, times, dates, and costs of the programs to be offered by TAMU under this Agreement will be determined each semester by mutual written agreement between TAMU and ISP in the form of a Program Itinerary. Each Program Itinerary is subject to, and will not contain any terms serving to modify, the terms and conditions of this Master Agreement.

TAMU agrees to make all reasonable efforts to meet minimum enrollment numbers for the different Programs developed by ISP.

3. Prices and Payment Terms

When a faculty member accompanies the TAMU students on a study abroad Program developed by ISP, the faculty member's costs to participate in the activities that ISP will organize on behalf of TAMU (entry fees, transportation, hotel, meals for included dinners) are included in the cost per student. ISP will outline the exact number, times, dates, and costs of the separate Programs to be offered in each Program Itinerary. These Program Itineraries will be made available approximately three (3) months prior to the start of a Program. ISP will send invoices to the TAMU Department

of the Study Abroad Programs Office 5 weeks before payment is due. The Program Itineraries, invoices and payments will be in US dollars or prior agreed upon alternative currency.

ISP will include in the pricing of the Program Itinerary all fees, taxes and other costs or charges on all payments and transfers to ISP, exclusive of any income taxes calculated on ISP's net income.

All payments under this Agreement shall be due as detailed in the agreed upon Program Itinerary, and payment in full will be due to ISP prior to the arrival of the Participants of the ISP Program. Payment shall be made as stipulated on the invoice.

The cost for individual Programs shall be as set forth in the Program Itineraries, 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 as outlined and agreed upon in each Program Itinerary without prior written consent of TAMU.

4. Cancellation Policy

All cancellations must be received in writing at the ISP office on or before the cancellation date noted on the Program Itinerary. ISP will outline a cancellation schedule and refund policy for each separate Program. Any potential refunds to TAMU or the individual Participants will be made within 60 business days from the Program cancellation date.

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 below. Both Parties agree to negotiate in good faith a cancellation due to a force majeure event.

5. Liability Release and Indemnity

TAMU understands that there are certain dangers, hazards, and risks involved in international travel and in the activities included in the Program, that could include serious or even mortal injuries and property damage. To cover part of these risks, ISP shall procure and maintain Comprehensive General Liability and Professional Liability Insurance. The terms and conditions of the contracted insurance shall be attached to this Agreement as "Certificate of Liability Insurance". With knowledge of the content of the terms and conditions of the liability insurance as well as the dangers, hazards, and risks of such activities, TAMU releases and holds harmless ISP and its representatives and subcontractors from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature, except as may result directly or indirectly out of any negligent act or omission of ISP or its subcontractors, as far as such liabilities exceed the coverage of the liability insurance attached to this Agreement. This release and hold harmless provision applies to TAMU only to the extent permitted by Texas law.

6. Insurance and Safety

The Comprehensive General Liability and Professional Liability Insurance policy held by ISP 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 TAMU*. 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.

7. 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.

8. Relation of Parties

The relationship between the Parties under this Agreement shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership or agency between the Parties. 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.

9. Subcontracting

ISP may freely, at will, subcontract any of its obligations under this Agreement.

10. Severability

If one or more provisions of this Agreement is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Agreement, this Agreement will be construed as if the unenforceable provision was not present, and the Parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.

11. Waiver

Failure of either Party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect. 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.

12. Governing Law and Forum

This Agreement and all matters pertaining to this Agreement, including, without limitation, its construction, interpretation, breach, and damages for breach, shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts or choice of law rule or

principle. 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.

13. 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.

14. Indemnification

ISP agrees to indemnify and hold TAMUS, TAMU, and their respective regents, employees, 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.

15. 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, "TAMU 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.

16. Compliance with Applicable Laws

Both Parties and their agents shall comply with all applicable federal, state and local laws. Furthermore, ISP, its contractors, 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.

17. 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.

18. Dispute Resolution

ISP must use the dispute resolution process provided in Chapter 2260 of the *Texas Government Code* and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve a dispute arising under this Agreement that cannot be resolved in the ordinary course of business. ISP must submit written notice of a claim of breach of contract to University Contracts Officer, who shall examine ISP's claim and any counterclaim and negotiate with ISP in an effort to resolve the claim.

19. 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.

20. 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.

IN WITNESS WHEREOF, this Agreement together with its attachment constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the Parties relating thereto.

CRICKET CRUISE & TRAVEL, LLC

TEXAS A&M UNIVERSITY

LeAnne Rigsby, M.Ed., MCC

Dr. Michael J. Bencdik
Vice Provost and Chief International Officer

March 18, 2019
Date

4/4/19
Date