

**SERVICES AGREEMENT**  
**TEXAS A&M UNIVERSITY MEMORIAL STUDENT CENTER**  
**LELAND T. AND JESSIE W. JORDAN INSTITUTE FOR INTERNATIONAL AWARENESS COMMITTEE**  
**INTERNSHIP AND LIVING ABROAD PROGRAM IN SINGAPORE**

**July 5, 2019 through August 17, 2019**

This agreement, when signed by all parties, shall constitute a contract by and between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas on behalf of Memorial Student Center Leland T. and Jessie W. Jordan Institute for International Awareness Committee (hereinafter referred to as "JORDAN") for the services of SSA Academy PTE. LTD. (hereinafter referred to as "COORDINATOR"), dated April 30, 2019.

- I. JORDAN contracts the personal services of COORDINATOR for the services outlined herein:
  - A. Arrange for suitable internship (not for pay) opportunities for eight (8) Texas A&M University students who will intern and live with host families in Singapore for six (6) weeks (during the period of July 7, 2019 through August 17, 2019). The internships for the eight (8) students shall be as closely related as possible to their academic or career interests. If a student expresses reasonable dissatisfaction, COORDINATOR will obtain a different internship for the student within two (2) weeks of notification and notify JORDAN immediately of the change. This change will be at no cost to JORDAN.
  - B. COORDINATOR agrees to provide JORDAN, in writing, the specific information (name of supervisor, address, and telephone number) of companies or institutions where the eight (8) students will serve their internships no later than April 26, 2019.
  - C. Obtaining, interviewing and selecting host families who will provide lodging and at least two (2) meals a day for eight (8) Texas A&M University students who will stay in Singapore for six (6) weeks (during the period of July 7, 2019 through August 17, 2019). COORDINATOR will attempt to ensure that the student and host family are compatible. If a student expresses reasonable dissatisfaction or discomfort, COORDINATOR will obtain a different host family for the student within one (1) week of notification and notify JORDAN immediately of the change. This change will be at no cost to JORDAN.
  - D. Will visit in person with and/or speak to by telephone each participant once every fourteen (14) days during the period of July 7, 2019 to August 17, 2019.
  - E. Make arrangements for excursion to Malaysia for eight (8) Texas A&M students. The COORDINATOR will accompany the students and during the excursion and arrange site visits.
  - F. Assist the staff of Texas A&M University's Memorial Student Center in meeting appropriate individuals in Singapore whose understanding and cooperation would be advantageous to the program's success.
  - G. Inform JORDAN of any legal and/or political considerations, processes and/or requirements that may be necessary to assure the success of the program.
  - H. Perform such other services as may be deemed necessary for the success of the trip.
  - I. Assist the group with arrival and departure processes.
  - J. Arrange for transportation for eight (8) students.
    - 1) for arrival and departure in Singapore.
    - 2) for group excursions.If students go beyond the dates specified for the designated ILAP then the students are responsible for additional costs incurred.
  - K. By signing this agreement COORDINATOR hereby verifies that all commercial transportation and commercial accommodation providers meet or exceed the country's standards for the operation of said services and are insured. Transportation must be equipped with seatbelts.
  - L. For any and all damages, claims, demands or causes of action not covered by transportation or lodging providers insurance program, COORDINATOR and/or transportation or lodging provider agrees to protect, indemnify and hold harmless Texas

A&M University and The Texas A&M University System and their officers, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the conduct of this Agreement, whether or not caused by Texas A&M University or The Texas A&M University Systems' negligence or gross negligence.

- M. In case of medical emergency, COORDINATOR will assist with assessing and securing medical care for eight (8) Texas A&M University students. Release forms with key U.S. medical information will be provided. In the event that a medical emergency occurs, COORDINATOR will inform JORDAN immediately.
  - N. Purchase of food for reception in appreciation of host families and work supervisors at the end of the program.
2. JORDAN agrees to:
- A. Pay COORDINATOR a professional fee of Five Thousand Two Hundred US Dollars (\$5,200.00 = \$650 x 8) for the rendition of services as stated in Agreement Items #1. These expenses will include telephone calls, faxes, postage and other related expenses.
  - B. Pay COORDINATOR One Thousand Two Hundred U.S. Dollars (\$1,200.00) for each host family for eight (8) students as stated in Agreement Item #1C. A total of Nine Thousand Six Hundred U.S. Dollars (\$9,600.00) will be paid to COORDINATOR to disperse to host families for these services as stated in Agreement Item # 1C.
  - C. Pay COORDINATOR One Thousand US Dollars (\$1000.00) to purchase food and rent a location for a reception in appreciation of host families and work supervisors as stated in Agreement Item # 1N.
  - D. Pay COORDINATOR Fourteen Thousand Three Hundred and Forty-Four US Dollars (\$14,762.00) for a six (6) day excursion to Malaysia for eight (8) students and the coordinator for a total of nine (9) people. Three meals per day, hotel accommodations, airfare, entry fees, tips, and visa charges for US citizens are covered in the excursion. Excursion cost is One Thousand Four Hundred and Forty-Three U.S. Dollars (\$1,443.00) per student plus One Hundred Seventy-Five U.S. Dollars (\$175.00) per student for tips totaling One Thousand Six Hundred and Eighteen U.S. Dollars (\$1,618.00) per student. No additional fees will be collected from the students for this excursion. An additional Two Hundred U.S. Dollars (\$200.00) is included for the Coordinator's single room.
3. Payments will be made in the following manner:
- A. Two (2) wire transfer of Fifteen Thousand Two Hundred Eighty-One U.S. Dollars (\$15,281.00) each, totaling Thirty Thousand Five Hundred Sixty-Two U.S. Dollars (\$30,562.00) will be made to the COORDINATOR'S bank account: (see attached) on May 20, 2019 (upon receipt of job and housing placements for each student) and July 7, 2019 respectively.
  - B. Agreement Items #2A through #2D represent the total sum payable by JORDAN for services hereunder and any other expenses incidental to the service will be the sole responsibility of COORDINATOR, unless otherwise agreed upon in writing. For any incidental expenses so authorized, original invoices or receipts will be required from COORDINATOR to initiate payment. Reimbursement will be at the prevailing rate of exchange. Wire transfer will be payable to: SSA Academy PTE. LTD.
4. A. *FORCE MAJEURE*: This contract may be rescinded if any accidents, illnesses, epidemics, U.S. State Department Travel Warning issued for Singapore, acts of God, or any event (including U.S. State Department travel warnings issued for Malaysia or Thailand) beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the contract. In the event that the engagement of JORDAN/COORDINATOR should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to this contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by COORDINATOR will be by telephone to L.T. Jordan Director, Cory Arcak [telephone: office (979) 845-8770; fax (979) 845-5117; cell (979) 204-2001] followed immediately by a faxed copy of the circumstances resulting in cancellation, with original documentation of the circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation. Prorated refunds will be provided to the extent possible, should cancellation become necessary.
- B. If a breach by COORDINATOR of any provision of this contract, for any reason other than a *Force Majeure* as set out in Item #4A above, results in the agreed services not occurring, COORDINATOR agrees to reimburse JORDAN for any and all out-of-pocket expenses, including but not limited to, advertising expenses and transportation expenses. COORDINATOR agrees to provide JORDAN a refund pro-rated on the average cost of Ninety-One U.S. Dollars and Eighty-Six cents (\$86.82) per day

(\$30,562/8/44 days = \$86.82 per day/per student) plus any related expenses incurred by JORDAN to find adequate internships or to provide the student(s) with a refund. Payment will be due in full sixty (60) days from the contracted performance date.

5. COORDINATOR shall be solely responsible for compliance with any service fees, rules, regulations, or responsibilities required by any organization of which COORDINATOR is a member or may be contractually bound. COORDINATOR shall indemnify, hold harmless, and defend JORDAN, its officers or employees, from and against any and all claims or suits that may be made or brought with respect to the performance of any services performed under this agreement.
6. COORDINATOR acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, COORDINATOR will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. COORDINATOR acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
7. JORDAN will not be responsible for reporting or paying taxes or other similar levies which may be required of other similar state/federal/international agencies.
8. Texas A&M University, as an administrative entity of the Texas state government, is tax exempt.
9. JORDAN as an administrative entity of the State of Texas is, by legislative resolution, self-insured, as determined by the State of Texas.
10. As an administrative entity of the State of Texas, JORDAN is not authorized to indemnify any party with which the JORDAN contacts.
11. COORDINATOR shall hold harmless Texas A&M University, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of COORDINATOR or its employees, agents, or representatives.
12. JORDAN will not be liable to COORDINATOR for any damage to or loss of property sustained during the execution of this agreement.
13. COORDINATOR understands and agrees that the purchase of alcoholic beverages with Texas A&M University funds is prohibited.
14. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by JORDAN and COORDINATOR to attempt to resolve for breach of contract made by COORDINATOR that cannot be resolved in the ordinary course of business. COORDINATOR shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of JORDAN, who shall examine COORDINATOR's claim and any counterclaim and negotiate with COORDINATOR in an effort to resolve the claim.
15. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
16. Pursuant to Section 2252.903, Texas Government Code, COORDINATOR agrees that any payments owing to COORDINATOR under this agreement may be applied directly toward certain debts or delinquencies that COORDINATOR owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
17. Pursuant to Chapter 2270, *Texas Government Code*, COORDINATOR certifies COORDINATOR (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. COORDINATOR acknowledges this Agreement may be terminated and payment withheld if this certificate is inaccurate.
18. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, COORDINATOR certifies COORDINATOR is not engaged in business with Iran, Sudan, or a foreign terrorist organization. COORDINATOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
19. If COORDINATOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then COORDINATOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that COORDINATOR is exempt from the payment of franchise (margin) taxes.
20. COORDINATOR understands that acceptance of funds under this agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. COORDINATOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. COORDINATOR will include this provision in all contracts with permitted subcontractors.



21. By executing and/or accepting this Agreement, COORDINATOR and each person signing on behalf of COORDINATOR certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by JORDAN or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
22. COORDINATOR expressly acknowledges that JORDAN is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by JORDAN of its right to claim such exemptions, privileges, and immunities as may be provided by law.
23. COORDINATOR acknowledges that JORDAN may request a consultant to perform a criminal background check on any employee and/or representative of COORDINATOR who conducts business pursuant to this agreement.
24. In signing this agreement, JORDAN does so as purchaser of services and not as employer, producer or operator.
25. All state laws and university policies shall govern the use of the facilities and activities of all parties covered hereunder.
26. This agreement contains the entire understanding of the parties and shall be amended or modified only in writing by COORDINATOR and JORDAN. It is performable in Brazos County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against JORDAN shall be in the county in which the primary office of the chief executive officer of JORDAN is located.

**TAMU CONTACT:**

Cory Arcak, Associate Director of the Memorial Student Center  
Director, MSC Leland T. and Jessie W. Jordan Institute  
for International Awareness  
1237 TAMU  
College Station, TX 77843-1237  
Telephone: (979) 845-8770  
E-mail address: coryarcak@tamu.edu

Signatories to this agreement warrant that they are duly authorized representatives of the parties to this contract.

**ACCEPTED AND AGREED:**

FOR: Texas A&M University  
MSC Leland T. and Jessie W. Jordan Institute  
for International Awareness

FOR: SSA Academy Pte Ltd.

ADDRESS: 11 Eunus Road 8  
Lifelong Learning Institute.  
#06-01 Singapore 408601  
Tel: (65) 6842 2282 Fax: (65) 6842 2202  
Temporary ID #: T000008060

BY: \_\_\_\_\_  
Ms. Lindy M. Blasley  
Executive Director of Contract Administration  
Texas A&M University

BY: \_\_\_\_\_  
Mr. Affandi Salleh  
Coordinator

DATE: 5/9/19

DATE: 5/19/19