

TEXAS A&M UNIVERSITY
INTERNATIONAL SERVICE PROVIDER AGREEMENT
Foreign Based

The following terms and conditions form the Master Agreement (“Agreement”) between Akademie fur Internationale Bildung (“AIB”), an independent international service provider located outside the United States, and Texas A&M University (“Texas A&M”), a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, for customized international programs that Texas A&M and AIB conduct during the Term thereof.

AIB shall provide Texas A&M 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 AIB and submitted to Texas A&M.

Texas A&M and AIB hereby agree as follows:

1. Definitions

- a. The “Effective Date” of this Agreement refers to the date of the last signature.
- b. The “Program” refers to any and all services that AIB provides the Participant.
- c. The “Participant” refers to Texas A&M students who use AIB’s services.
- d. Texas A&M and AIB may be individually referred to as “Party” or collectively referred to as “Parties.”
- e. The “Program Itinerary” or “Program Itineraries” refer to documents outlining the details of a Program to include, but not limited to, services provided by AIB and costs paid by Texas A&M.
- f. The “Term” refers to the effective term of this Agreement beginning on the Effective Date and for a period of 5 years from the Effective Date.

2. Development of Study Abroad Programs. Texas A&M hereby engages AIB 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 Texas A&M. The exact number, times, dates, and costs of the Programs to be offered by Texas A&M under this Agreement will be determined each semester by mutual written agreement between Texas A&M and AIB in the form of a Program Itinerary. Each Program is subject to, and will not contain any terms serving to modify, the terms and conditions of this Agreement.

Texas A&M agrees to make all reasonable efforts to meet minimum enrolment numbers for the different Programs developed by AIB.

3. Prices and Payment Terms. When a faculty member accompanies the Texas A&M Participants on a study abroad Program developed by AIB, the faculty member’s costs (entry fees, transportation, hotel, meals for included dinners) to participate in all activities that AIB will organize on behalf of Texas A&M are included in the cost per Participant. AIB 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 3 months prior to the start of a Program.

Invoices for services performed under this Agreement shall be submitted to the following:

Texas A&M University
Financial Management Operations
Email: tamu.invoices@edmgroupp.com

The following information should be included on all invoices:

Texas A&M Contract Number: C2022-4902
Texas A&M Purchase Order Number (*if applicable*):
Department Code: 02-SABR

AIB will send invoices 5 weeks before payment is due. The Program Itineraries, invoices and payments will be in US dollars or prior agreed upon alternative currency. AIB will include in the pricing of the Program Itineraries all fees, currency conversion costs, taxes and other costs or charges on all payments and transfers to AIB, exclusive of any income taxes calculated on AIB's net income.

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

The cost for individual Programs shall be as set forth in the Program Itinerary, and AIB 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 Texas A&M.

4. Cancellation Policy. All cancellations must be received in writing at the AIB office on or before the cancellation date noted on the Program Itinerary. AIB will outline a cancellation schedule and refund policy for each separate Program. Any potential refunds to Texas A&M or the individual Participants will be made within 60 business days from the Program cancellation date. The exchange rate for any refund will be the same as used on the Program Itinerary.

In the event that AIB cancels the Program for any reason and is not able to provide an alternative Program that is acceptable to Texas A&M, it shall, within 30 calendar days after cancellation of the Program, refund to Texas A&M and/or each Program Participant respective, 100% of Texas A&M's and the Participant's payment. Both Parties agree to negotiate in good faith a cancellation due to a force majeure event.

5. Host Families. If a Texas A&M Participant expresses dissatisfaction or discomfort with the host family, AIB will relocate the Participant to a different host family at no additional cost to Texas A&M or the Texas A&M Participant. AIB will notify Texas A&M of the relocation. Any claims that result from loss or damage caused by a Texas A&M Participant will be the sole responsibility of the Participant, not Texas A&M.

6. Liability Release. Texas A&M 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, AIB has contracted general and professional liability insurance. Texas A&M understands that Participants may be required to sign a Program contract and liability release form. AIB will email the contract to the Participant and ask that s/he submit it signed to AIB.

7. Insurance and Safety. AIB will, at its sole cost and expense, maintain in effect during the period of this Agreement, the general and professional liability insurance described in the section above and any employee compensation insurance as may be required by the laws of the country in which AIB is organized. AIB 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. AIB acknowledges that Texas A&M, in entering into this Agreement, reasonably expects AIB 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 the A&M System, Texas A&M, and their respective regents, employees, Participants, and any third parties.

8. Force Majeure. Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either Party as of the effective date of this Agreement.

9. 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.

10. Subcontracting. AIB may freely, at will, subcontract any of its obligations under this Agreement but must notify Texas A&M of any such subcontracting.

11. 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.

12. 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. AIB expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

13. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

14. Venue. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

15. Representations & Warranties. If AIB is a business entity, AIB warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state 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 this Agreement, and the individual executing this Agreement on behalf of AIB has been duly authorized to act for and bind AIB.

16. Indemnification/ Hold Harmless. AIB agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss to the extent arising out of AIB's negligent or willful errors or omissions under this Agreement.

17. Use of Texas A&M Name, Logo and Trademarks. AIB acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with Texas A&M ("marks"), including all goodwill pertaining to the marks, are the sole property of Texas A&M. AIB may use and display the marks only in the manner and for the purpose authorized by Texas A&M, and only during the Term of this Agreement. Texas A&M reserves the right to add to, change, or discontinue the use of any mark, on a selective or general basis, at any time. Upon the termination of this Agreement, AIB must cease all further use of trademarks or trade names identical or similar to the marks.

18. Compliance with Applicable Laws. Both Parties and their agents shall comply with all applicable federal, state and local laws. Furthermore, AIB, 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.

19. Modification. No modification, amendment, addition to, or waiver of the provisions of this Agreement shall be valid or enforceable unless made in writing and signed by both of the Parties.

20. Certification Regarding Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, AIB certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. AIB acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

21. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, AIB certifies AIB is not engaged in business with Iran, Sudan, or a foreign terrorist organization. AIB acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

22. Certification as to Discrimination Against Firearm Entities. Pursuant to *Texas Government Code* Chapter 2274 and if applicable, AIB certifies that AIB (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

23. Certification as to Boycotting Energy Companies. Pursuant to *Texas Government Code* Chapter 2274 and if applicable, AIB certifies that AIB does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. For purposes of this provision, "boycott energy companies" has the meaning provided in *Texas Government Code* Section 809.001.

24. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and AIB can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Study Abroad Program Office - Education Abroad
3262 TAMU
College Station, TX 77843
Attention: Orië Varner
Telephone: 979-845-0544
Email: abroad@tamü.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Email: contracts@tamü.edu

AIB:

Akademie für Internationale Bildung
Wilhelmstraße 27
Bonn, Germany 53111
Attention: Sebastian Welter
Telephone: +49-(0)-228-76-38-48-31
Email: sw@aib-bonn.org

25. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, *Texas Government Code*, AIB certifies that AIB is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. Not Eligible for Rehire. AIB is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

27. Export Control. Texas A&M is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by AIB that AIB will not export data or commodities to certain countries without advance approval of that agency. Texas A&M neither represents that a license will not be required nor that, if required, it will be issued. AIB shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations.

28. Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, AIB certifies that AIB is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, AIB agrees that any payments owing to AIB under this Agreement may be applied directly toward certain debts or delinquencies that AIB 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.

30. Conflict of Interest. By executing and/or accepting this Agreement, AIB and each person signing on behalf of AIB 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 A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, 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.

31. Limitations. AIB acknowledges that Texas A&M is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of this Agreement, which may include, but is not limited to, those terms and conditions relating to liens on Texas A&M's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions relating to these Limitations will only be binding on Texas A&M to the extent permitted by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity to suit.

32. Franchise Tax Certification. If AIB is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then AIB certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that AIB is exempt from the payment of franchise (margin) taxes.

33. Dispute Resolution. 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 Texas A&M and AIB to attempt to resolve any claim for breach of contract made by AIB that cannot be resolved in the ordinary course of business. AIB shall submit written notice of

a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine AIB's claim and any counterclaim and negotiate with AIB in an effort to resolve the claim.

IN WITNESS WHEREOF, this Agreement together with its attachment(s), if any, 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.

TEXAS A&M UNIVERSITY

**AKADEMIE FUR INTERNATIONALE
BILDUNG**

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Signature

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Signature

M. Katherine Banks, Ph.D.

Name
President

Title
3/3/2022 | 10:14:40 CST

Date

Prof. Dr. Marcelo da Veiga

Name
Academic Director

Title
3/4/2022 | 03:31:39 CST

Date