



**TRAVEL SERVICES PROVIDER AGREEMENT  
WITH  
Program Provider**

This Agreement is entered into by and between the San Mateo County Community College District, a public educational agency (hereinafter called "District") and Program Provider, having its legal address at \_\_\_\_\_ (hereinafter called "Contractor"). This Agreement shall become effective upon the execution date of this Agreement by both Contractor and District, whichever shall later occur (the "Effective Date"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

**WHEREAS**, The District has established a global learning program (hereinafter "Program") titled "Program Name" described in Exhibit B, at its Skyline College and has enrolled students in the Program (hereinafter "Participants" or "Tour Participants"); and

**WHEREAS**, The Program involves travel outside the United States; and

**WHEREAS**, District wishes to engage Contractor to provide comprehensive tour and travel planning, coordination, participant tour registration and implementation services both within and outside the United States for the Program (collectively "Tour Services"); and

**WHEREAS**, Contractor agrees to provide Tour Services to District in exchange for the opportunity to book Participants on Contractor's tours; and

**NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:**

1. **Exhibits and Attachments.** The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:  
Exhibit A — Scope of Services  
Exhibit B — Program Details
2. **Term.** This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.
3. **Termination.** Either party may terminate this Agreement, in whole or in part, for its convenience at any time by written notice to the other party, thirty (30) days prior to the effective date of termination. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department reasonably determines the quality or quantity of the work performed is unacceptable in which case the parties shall meet to resolve any issues. Such payment shall be that portion of the full payment, which is determined by comparing the services completed to the services required by the Agreement. Termination shall not impact any tours (and payments therefor) booked by Participants prior to termination that are scheduled for travel after termination.
4. **Relationship of the Parties.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority,

expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

5. **Time of Performance.** Time is of the essence and Contractor shall perform the Tour Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
6. **Non-Discrimination.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request. In addition, Contractor agrees to require like compliance by all hired subcontractors.
7. **License, Patents, Permits.** Prior to commencement of the Tour Services to be performed under this Agreement, Contractor shall apply for, obtain and maintain in current status, at its own expense, any license, permit or approval required from any Contractor for the performance of said Tour Services, or forfeit any right to compensation under this Agreement.
8. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Tour Services hereunder by the Contractor, its agents, representatives, employees or subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

- a. **Commercial General Liability** in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
- b. **Automobile Liability** in an amount not less than \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned and hired vehicles.
- c. **Workers' Compensation** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- d. **Umbrella liability** in an amount not less than \$3,000,000 per occurrence and general aggregate.
- e. **Professional liability** insurance satisfying either of the two following requirements: (a) specific to this Program only, with limits not less than \$5,000,000 each claim, or (b) limits of not less than \$5,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Contractor's negligent acts, errors or omissions in connection with Tour Services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall be maintained for a period of two years after this Agreement ends.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

8.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status.** Contractor shall name District and its Board of Trustees, officers, employees, and agents as Additional Insured under its Commercial General Liability policy.
- b. **Primary Coverage.** Contractor's insurance shall be primary to any insurance or self-insurance maintained by the District.

- c. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A(-)X, unless otherwise acceptable to the District.
- d. **Certificates of Insurance and Endorsements.** Contractor shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverages required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage *prior to the commencement of any Tour Services*. However, failure to obtain the required documents prior to the Tour Services beginning shall not waive the Contractor's obligation to provide them.
- e. **Subcontractor Insurance.** Contractor shall ensure that its subcontractors maintain adequate insurance coverages consistent with the standards and laws of the applicable subcontractor's jurisdiction.

9. **Indemnification.**

- 9.1 Contractor shall indemnify and save harmless the District and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (a) injuries to or death of any person, including the Contractor's employees/officers/agents; (b) damage to any property of any kind whatsoever and to whomever belonging; (c) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (d) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the District and/or its officers, agents, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- 9.2 The duty of Contractor to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- 9.3 The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement.
- 9.4 The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.

10. **Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this paragraph is null and void and automatically shall terminate this Agreement. In the event of any assignment, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.

11. **Failure to Perform.** If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties or carry this Agreement to completion as District may deem proper.

12. **Force Majeure.** Except for payment obligations which shall never be excused, neither party shall be

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responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, pandemics, epidemics, disruption of transportation services, fire, electrical power outages, earthquakes or other natural disasters.

**Dispute Resolution.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator. A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

13. **Waivers.** No waiver by either party or any breach or default of any of the covenants or conditions herein contained and performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.
14. **Notices.** All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed to:

For District:  
San Mateo County Community College District  
Office of Executive Vice Chancellor of Administrative Services  
3401 CSM Drive  
San Mateo, CA 94402

For Contractor:  
Name  
Title  
Address

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

15. **Expenditure of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.
16. **Public Record.** All agreements become the property of the District and as such become public documents available to be reviewed by the public upon request. Government Code Sections 6250 et. seq., the Public Records Act, define a public record as any writing containing information relating to the conduct of public business. "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Any agreement may be published and made available to the public as part of the Board of Trustees approval process.
17. **Severability.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to

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carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

18. **Amendments.** This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
19. **Governing Law.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of.
20. **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
21. **Counterparts and Electronic Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Both District and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California Law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing written notice pursuant to this Agreement.
22. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

IN WITNESS WHEREOF, respective parties have executed this Agreement on the dates indicated below.

**Program Provider**

**SAN MATEO COUNTY  
COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature  
Name, Title

\_\_\_\_\_  
Name/Title of Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax Payer Identification Number (EIN):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
District Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Identification Number:

**EXHIBIT A  
SCOPE OF SERVICES**

1. **Contractor And District Responsibilities.** The following table indicates the responsibilities of each party.

Responsibility	SMCCCD	Contractor	Shared
Provide dedicated Contractor representative to coordinate with College Representative		X	
Develop Curriculum based itinerary		X	
Plan, implement and confirm all aspects of customized tour including all transportation, accommodations, in-country excursions and events		X	
Lead Program participants in pre-departure orientation			X
Provide all preparatory materials and distribute to participants			X
Ensure agencies tour participant documents show release of liability for Contractor and District		X	
Ensure agencies tour participant documents include health and travel insurance coverages			X
Provide District with samples of all Tour participant Registration Materials, booking conditions, health agreement conditions and Contractor booking conditions		X	
Process tour participant applications and payments subject to Contractor booking conditions, and Contractor liability and Health Agreement Conditions		X	
Inform/update participants regarding logistics until departure date			X
Ensure all receipts and invoices sent to participants		X	
Ensure all travel literature sent to each participant			X
Provide in-country program officer to join tour and coordinated all in-country contacts		X	
Provide Crisis Management and Communications Plan in case of unexpected problems in-country			X
Program Marketing			X
Reorientation upon returning to the home campus	X		

2. **Tour Participants and Contractor Tour Agreements.** All Tour Services are the sole responsibility of the Contractor. Contractor will enter into a separate agreement between Contractor and each individual Participant describing the Contractor’s terms and conditions for the tour (“Contractor Tour Agreements”). The Contractor Tour Agreements are attached as Exhibit C and are included for reference only. Nothing in this agreement modifies or changes the terms of the Contractor Tour Agreements.
3. **Responsibility of Contractor to Include Mandatory Trip and Health Insurance In Tour Services Pricing.** Contractor agrees as part of its Tour Services to provide at Contractor’s standard premium, and make mandatory, health and travel insurance for the Tour Participants. The premiums for such coverage shall be in addition to the pricing of the tour and shall include at least the following coverages: trip cancellation, medical evacuation, repatriation, international medical and accidental death and

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dismemberment coverage, kidnap and ransom coverage. Contractor shall provide policy information to District prior to entering into agreements with Tour Participants.

4. KEY POINT OF CONTACT. Contractor and District assign the following as the key points of contact for operations under this agreement.

For the "COLLEGE"

SMCCCD Study Abroad/Skyline College

Name, Title

Address

Phone

Email

"CONTRACTOR"

Name

Program Provider

Address

(End of Exhibit A)