



INTERNATIONAL SERVICES AGREEMENT

This International Services Agreement (the "Agreement") is between Arcadia University, a tax exempt entity, having an address at 450 S. Easton Road, Glenside, PA 19038 ("University") and _____, having an address at _____ ("Service Provider").

1. The University supports global educational efforts by assisting students, faculty, and staff with their international initiatives and study abroad programs. Service Provider is engaged in the business of providing services necessary to implement and support all or a part of the international initiatives and collegiate study abroad programs. The University desires to obtain the services of Service Provider and Service Provider agrees to provide University the Services described below. The Parties are desirous of setting out the terms and conditions of such engagement in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and all other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the University and the Service Provider hereby agree as follows:

A. SCOPE OF SERVICES. During the Term of this Agreement, the University hereby retains Service Provider to provide Services to the University within the Territory of _____ as more thoroughly set forth in the description of Services in Schedule A, attached hereto ("Statement of Services"). The Statement of Services is hereby made a part of this Agreement as if fully included and incorporated herein. The Service Provider shall at all times perform the Services in a professional, competent, diligent, and workmanlike manner, on a timely basis, and in accordance with all of the terms and conditions of this Agreement, as well as all applicable University policies (as introduced, replaced, or amended), as notified to Service Provider by the University from time to time.

B. COMPENSATION.

1. Compensation. For satisfactory performance of the Services, and as full and complete consideration for the rendition of the Services and ownership of all rights thereto, the University agrees to pay the Service Provider a fee of _____ (\$ _____ .00) Dollars ("Service Provider Fee").

2. Taxes. Service Provider acknowledges and agrees that any and all direct and indirect taxes and other returns required by the city, local, state or federal law or regulations of Territory as applicable with respect to the Services provided and the activities of the Service Provider and all payments due thereon, and all licenses, registrations, permits, and the like, and all fees or other payments or coverages required or due in connection therewith, including but not limited to, income or other tax withholdings, and other taxes, and any interest, penalty, surcharge, or levy thereon shall be the sole responsibility and obligation of the Service Provider, and made, filed, paid, and maintained by the Service Provider. Service Provider shall be solely responsible for all indirect taxes, if any, assessed against the Service Provider as a result of the Services provided to the University, and such taxes shall not be borne or reimbursed by the University.

C. TERM AND TERMINATION. This Agreement will commence on the date set forth on the signature page of this Agreement and will continue until _____. University may terminate this Agreement for convenience at any time following thirty (30) days written notice to the Service Provider. University may terminate this Agreement immediately for any material breach of the Agreement.

D. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES. The Service Provider represents and warrants to the University that he or she has (i) the full power and authority to enter into this Agreement and perform the Services and other obligations provided for herein; and (ii) the Services shall be rendered by him/her in compliance with all applicable laws and that none of the items and/or materials furnished by him/her in connection with or as a result of the Services shall not infringe upon or violate the personal, civil or property rights, or the rights of privacy

of, or constitute a libel, slander or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name or patent or any other right of any person or entity.

E. NATURE OF CONTRACT; INDEPENDENT CONTRACTOR. The University retains the Service Provider solely for the purposes of providing Services and to the extent set forth in this Agreement. Service Provider's relationship to the University, during the period of the Service Provider's rendering of the Services hereunder shall be that of an independent contractor and not an employee, agent, partner or otherwise. The Service Provider shall be solely responsible for the payment of any assigned personnel's entire compensation earned in connection with the subject matter of this Agreement, including the withholding and payment of all applicable payrolls, employment and other taxes. The Service Provider shall be solely responsible for all taxes, expenses and benefits associated with the use and employment of its personnel. The Service Provider agrees to indemnify and hold harmless the University against all claims, taxes, penalties, interest and costs which may be assessed against the University under any law, rule or regulation now in effect or hereafter enacted, with respect to the Service Provider.

F. CONFIDENTIALITY. Service Provider agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement without the University's prior written consent. This provision shall survive expiration or termination of this Agreement.

G. INTELLECTUAL PROPERTY. The parties agree that any and all deliverables or materials generated and anything related thereto resulting from the performance of Provider's responsibilities and obligations pursuant to this Agreement will be the sole and exclusive property of the University.

H. SERVICE PROVIDER'S COVENANTS & OBLIGATIONS.

1. Compliance. The Service Provider and the University agree and undertake to give all necessary notices, comply with all applicable federal, state, and local laws, ordinances, governmental rules and regulations of the Territory for the purpose of rendering the Services under this Agreement.

2. Licenses. Service Provider acknowledges and agrees to obtain, and maintain all necessary licenses, registrations, permits, approvals, as applicable, in the Territory, relative to the Services.

3. Anti-corruption. Service Provider acknowledges and expressly agrees that certain anti-corruption laws of the United States, and/or Territory, may result in the imposition of sanctions on University in the event that, directly or indirectly, offers, promises, or payments are made to government officials or others for the purposes of influencing decisions favorable to University. Service Provider expressly agrees, therefore, that in performing its obligations under this Agreement, it shall comply at all times with such laws or regulations and refrain from making or promising to make any payment or transfer anything of value that would have the purpose or effect of public or commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of providing Services for obtaining business for University. Breach of this provisions or reasonable grounds for University to believe it has been breached (in University's sole discretion) shall be considered as a material breach and result in immediate termination of this Agreement.

4. Insurance. Service Provider hereby covenants and agrees that he/she shall undertake best efforts to maintain, during the Term of this Agreement, adequate insurance, in accordance with Schedule B, from a carrier, covering against all losses, claims, and expenses for injuries or damage to any person or property arising out of or in connection with the Services. Service Provider shall name University as additional insured and provide University with a copy of his/her certificate of insurance in advance of entering into this Agreement. All Service Provider activities hereunder shall be at his/her own risk, and Service Provider shall not be entitled to insurance protection provided or maintained by the University, nor shall Service Provider be entitled to the benefit of any other plans or programs intended solely for University's employees.

I. INDEMNIFICATION.

1. Service Provider's Indemnification Obligation. The Service Provider agrees to indemnify and to hold University harmless and immune from, against and in respect of taxes, claims, liabilities, losses (excluding losses relating to loss of profits or opportunity or any other consequential losses), damages, lawsuits, investigations, demands, judgments, assessments, penalties, fines, interest (including interest from the date of such damages) and costs and expenses (including amounts paid in settlement, interest, court costs, costs of investigations, penalties, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses of litigation) sustained, paid, suffered, or incurred by University arising out of or resulting from (i) the breach of the obligations, representation or warranties of the Service Provider under this Agreement; (ii) the use of the Services, (iii) any third party claims of intellectual property infringement; (v) the breach of Service Provider's confidentiality obligations under this Agreement; (iv) negligence or willful defaults or fraudulent acts or omissions of the Service Provider; and/or (v) any claims made under any other federal or state law involving wages, overtime, or employment matters. For the purpose of this clause, reference to the Service Provider shall include reference to those of his or her trustees, officers, agents, employees, subcontractors, suppliers, or third parties utilized by Service Provider, or joint ventures while acting under this Agreement.

2. Each Party's Own Liability. Each Party agrees to be liable for the acts and omission of its own officers, employees, and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement.

J. NO SPECIAL DAMAGES. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the party has been advised of the possibility of such damages.

K. ASSIGNMENT. Either Party will not assign this Agreement without the prior written consent of the other Party.

L. NOTICES. All notices provided by either Party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, and addressed to the parties as set forth in the first paragraph of this Agreement.

M. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties as it relates to this subject matter and supersedes all prior oral or written agreements, commitments or understandings concerning the matters provided herein. This Agreement may be modified only by subsequent written amendments properly executed by the Parties. The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. GOVERNANCE & DISPUTE RESOLUTION. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. All disputes under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity, except that disputes arising where neither party is seeking affirmative relief other than money damages in the amount of \$50,000.00 or less, shall be determined first by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (ICDR). One (1) arbitrator shall conduct the arbitration. The place of arbitration shall be Philadelphia, Pennsylvania USA. The arbitration shall be held, and the award shall be rendered, in English.

O. FORCE MAJEURE. Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, impaction or enrollment restrictions ordered by authorities or failure or delays in transportation.

P. TRADEMARKS AND LOGOS. Neither University nor Service Provider may use any identifying trademarks,

logos, tradenames, etc. of the other without express written permission of the other party. Either party shall only undertake promotional and marketing activities that are connected to or make reference to the other party, if expressly authorized by the other party.

Q. POWER TO EXECUTE. The individual signing this Agreement on behalf of the Service Provider certifies that s/he has full authority to execute the same on behalf of the Service Provider, and that this Agreement has been duly authorized, executed, and delivered by the Service Provider and is binding upon the Service Provider in accordance with the terms.

ARCADIA UNIVERSITY:

SERVICE PROVIDER:

Authorized signature

Authorized signature

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form by Arcadia University
Office of General Counsel:

By: _____

Date: _____

SCHEDULE A

Statement of Services

SERVICES: The Service Provider shall perform services for University related to but not limited to the following:

SCHEDULE B

Insurance Requirements for International Educational Programs Sponsored by Arcadia University		
Commercial General Liability (CGL)	\$1 Mil Occurrence	Institution endorsed as additional insured. Recommend increasing by \$1 Mil each country security level, e.g. \$4 Mil for security level 4.
Auto Liability (if applicable)	If transporting students: \$5 Mil Occurrence / Combined Single Limit	“Any autos” including owned, leased, non-owned, and hired vehicles. Applicable in country of travel. Institution endorsed as additional insured for non-owned and hired vehicle use.