# Study Abroad Agreement Between

**and**

**Florida Institute of Technology**

This Study Abroad Agreement (“Agreement”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_between

(“Contractor”) and Florida Institute of Technology (“Institution”) shall be effective upon final signature below.

# Program Name:

1. **Total Participants:**
2. **Location:**
3. **Program Cost:** per participant

# Included in the cost of the Program:

1. **Items NOT included in the cost of the Program:**
2. **Responsibilities of the Parties:**
   1. **Applications and Admissions**

Institution students will submit their applications directly to the faculty leader,

at Institution. Completed applications include the forms

required of each participant by the Contractor (attached appendices); and listed below:

Institution students will also complete and submit Florida Institute of Technology’s liability waiver. Institution will forward completed paperwork and full names of admitted students, their dates of birth and passport numbers to Contractor. Institution will provide Contractor with the final list of program participants on or before Date: .

# Pre-departure Information

Institution will provide all pre-departure advising and orientation.

# Flights

Contractor does / does not provide flight(s). Program cost paid to Contractor includes / excludes purchase of flight to .

# Accommodations

Accommodations are provided by the Contractor.

# Student Support Services

This is a non-academic humanitarian mission service trip. Florida Institute of Technology academic support is not applicable.

# Student Withdrawals

Program per student cost will not be charged for students withdrawing 14 days prior to the first day of the program.

# Student Conduct

Participants are expected to comply with all applicable laws, regulations, and rules of behavior set forth by both the Contractor and Florida Institute of Technology.

# Financial Arrangements:

* 1. **Payment Terms and Schedule**

Travel funds will be collected by Institution and payment made to Contractor. Payment will occur only after Contractor has submitted an invoice to Florida Institute of Technology (Department: ) to be submitted to Institution’s Accounts Payable. Institution and its employees incur no financial obligations, commitments or liability under this Agreement.

# Refunds

Refunds of any paid deposit and paid balance of trip cost will be issued for participant withdrawals occurring up to 14 days prior to the first day of the program.

# Program Cancellation

In case of program cancellation, any paid deposit or balance of the trip will be refunded. No compensation or refund will be provided for travel arrangements or other costs incurred.

# Travel Insurance

Participants are strongly encouraged to obtain travel insurance to cover the cost of trip cancellations, lost luggage, and other travel-related incidents that are not covered under the program's insurance policies.

# The parties further agree that the following shall be essential terms and conditions of this Agreement:

* 1. The parties agree that they will not discriminate against any individual because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.
  2. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles.
  3. The term of this Agreement shall be from through .
  4. The provisions of Section B.3. above notwithstanding, this Agreement may be terminated by either party by giving written notice to the other at least 45 days before the effective date of termination. In that event, Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
  5. This Agreement may be modified only by written amendment executed by all parties hereto.

# Data Privacy and Security:

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Agreement that:

* + 1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses , telephone numbers, e-mail addresses and other unique identifiers); or
    2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPM ");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended ,together with regulations promulgated thereunder. Some Personal Information provided by Institution to Contractor is subject to FERPA.

With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply

with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU's General Data Protection Regulations ("GDPR").

# Force Majeure:

Neither party shall be liable for failure or delay in the performance of their obligations under this Agreement if such failure is caused by an event of force majeure, including but not limited to war, political unrest, natural disasters, pandemics, or other unforeseen circumstances beyond the control of the parties.

Institution Contact Name:

Department: Florida Institute of Technology

Address: 150 W. University Blvd, Melbourne, FL 32901 Phone Number:

Contractor Contact:

Department:

Address:

Phone Number:

Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed.

# Contractor: Florida Institute of Technology

**Signature Date Signature Date**

**Name:**

**Name:**

Kimberly D. Williams

**Title:**

**Title:**VP for Administration and Finance / CFO