

**INTERNATIONAL AGREEMENT # \_\_\_\_\_**  
**BETWEEN**

---

**AND**  
**RADFORD UNIVERSITY**

This International Agreement # \_\_\_\_\_ **“Agreement”** is between Radford University hereinafter referred to as **“University”**, located at 801 East Main Street, Radford, VA 24142, and \_\_\_\_\_ hereinafter referred to as **“Contractor”**, located at \_\_\_\_\_ (individually referred to herein as **“Party”** or together as **“Parties”**) and shall become effective (the **“Effective Date”**) upon the date this Agreement is signed by both Parties to establish general guidelines between Contractor and Radford University in regard to their willingness to agree to cooperate and provide international services, hereafter referred to as **“Services”**.

The **Parties** to this **Agreement**, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**WITNESSETH:**

WHEREAS, Radford University is a public corporation created and existing pursuant to Section 23.1-2100 of the Code of Virginia (1950), as amended, for the purpose, among others, of offering services of education; and

Whereas, Radford University seeks to offer educational services for University Services Participants **“Participants”**: and

Whereas, Contractor organizes and may conduct tours and/or provide services related to International Agreements; and

Whereas, the **Parties** herein desire to enter into a non-exclusive **Agreement** for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective responsibilities during the term of the **Agreement**; and

Whereas, the Services will mutually benefit both **Parties** by providing unique learning experiences for Participants for the purpose of conducting research and scholarly work; and

Now therefore, University and Contractor, functioning collaboratively, herein agree as follows:

A. **TERM AND EFFECTIVE DATE.** The **Agreement** shall be effective from the date of its execution, which is determined by the date of the last signature and shall remain in effect for a one (1) year period unless sooner terminated upon sixty days written notice by either Party. This **Agreement** shall automatically extend for additional one-year periods. Either Party may terminate the Agreement by providing at least 60 days prior written notice to the other Party. Any Participants already enrolled in a current executed Scope of Work shall be able to complete the specific Services under the terms of this Agreement.

B. **Contractor** agrees to:

1. Strive to provide a safe and secure environment for learning. Report serious incidents to Radford University immediately including, but not limited to, medical or mental health emergency, sexual harassment, and sexual assault.
2. Work exclusively with the Participants throughout the course of each Services.
3. Coordinate all agreed upon services as specified in the specific Services Scope of Work from the moment of arrival at Services destination, until departure.
4. In consultation with the University contact, as defined in the specific Services Scope of Work, be responsible for decisions regarding the safety and well-being of the Participants.
5. In consultation with the University contact, as defined in the specific Services Scope of Work, advise Participants prior to departure and thereafter as needed as to safety, expectations and roles of all guides.
6. Provide Guide(s), as applicable, to accompany Participants throughout the course of each Services. The Guide(s) in coordination with Contractor's representative, as needed, will be responsible for resolving any relevant issues during the Services, as mutually agreed upon by the Parties.

C. **Radford University** agrees to:

1. Inform Participants throughout the University of the opportunity to participate with the understanding that participation is voluntary.

2. Coordinate Participants' payment and paperwork which would include the Contractor provided participation packet and any other related forms.
3. Follow standard operating procedures provided by Contractor staff, including recommendations for vaccinations and insurance to the extent such procedures do not conflict with any applicable laws or regulations, or applicable University policies.

D. It is **Mutually** agreed that:

1. **Services Scope of Work – Attachment A**

- i. Attachment A contains a list of recommended items to be included in each specific Services Scope of Work and must be completed in its entirety. If Contractor provides a document in lieu of Attachment A, the document must reference Agreement Number \_\_\_\_\_. All terms and conditions of this Agreement are incorporated by reference into any Contractor provided documents.
  - ii. Parties agree that if Contractor's document is utilized, as described in Section D) i. above, this Agreement shall supersede any conflicting terms and conditions or click through language that may be included in Contractor's document.
  - iii. The Authorized Departmental Representative, as defined in each specific Services Scope of Work, and the Contractor's authorized representative will be required to execute each specific Services Scope of Work or such similar document, as referenced in Section D) i. above.
2. The Contractor representatives and the Participants will function in cooperation during the Services.

E. Nothing in this **Agreement** diminishes the complete autonomy of either organization, nor will any constraints be imposed by either upon the other in carrying out this **Agreement**. This **Agreement** does not affect the validity of any current or future **Agreement** that each organization may negotiate with other organizations.

F. It is understood that this **Agreement** serves as the basis for Services under this **Agreement**, as per Attachment A, Services Scope of Work, which may be developed during the term of this **Agreement** and any subsequent renewals.

G. **MISCELLANEOUS:**

1. ASSIGNMENT. This **Agreement** may not be assigned without prior written consent of both Parties.
2. COVA W-9 or Form W-8BEN-E. The Commonwealth of Virginia has a Substitute W-9 ([COVA W-9](#)) that is required in lieu of the IRS W-9 form for each individual who is a US citizen or US resident alien and from each corporation, company, partnership, or association created or organized in the US or under the US laws. The COVA W-9 requires additional information that is needed to ensure Contractor is properly established in the University's internal system. If the COVA W-9 is not applicable, the Contractor shall fill out appropriate Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding [Form W-8BEN](#) or [Form W-8BEN-E](#). Contractor shall complete the COVA W-9 or appropriate W-8BEN form and return with the signed **Agreement**.
3. CONFLICT RESOLUTION.
  - a. **Conflict resolution pre or post Services:**
    - i. Conflict should be brought to the attention of the University's Services Director and Contractor's representative as defined in the specific Services Scope of Work.
    - ii. Identify conflict and documentation of issues.
    - iii. Phone call/email to discuss issue and possible resolution. The Contractor's representative and University's Services Director should attempt to resolve the issue.
    - iv. If issue is not resolved, a meeting will be held with representatives from both Parties, including the Authorized Departmental Representative and Procurement and Contracts, as required along with the Contractor's Senior Representative.
    - iv. Continued non-resolution may proceed to legal representation from both parties until resolved.
  - b. **Conflict resolution during Services:**
    - i. Conflict should be brought to the attention of the University's Services Director and Contractor's representative as defined in the specific Services Scope of Work.
    - ii. Identify conflict and documentation of issues.
    - iii. Phone/email to discuss issue and possible resolution. The Contractor's representative and University's Services Director representative should attempt to resolve the issue.

- iv. If irresolvable, additional representatives from both **Parties** should be involved in attempting to resolve the issue as follows: the Authorized Departmental Representative and Procurement and Contracts, as required, along with the Contractor's Senior Representative.
- v. If Contractor's primary guide is considered grossly negligent or subject to irresolvable conflict, then the Contractor will assign a new primary guide for the remainder of the Services. Should this be unacceptable, the Services will be terminated. Formal conflict resolution will resume in the USA.
- vi. Gather all affected parties, including board members and attempt resolution.
- vii. Continued non-resolution may proceed to legal representation from both parties until resolved.

H. **COSTS AND PAYMENT.** The University will pay the Contractor a (fixed fee, flat fee, etc.) for Participants participating in the Services in accordance with the terms more fully described in the specific Services Scope of Work. The University, and not an individual Participant, shall be invoiced for Services fees unless otherwise specified by the University.

I. **ADDITIONAL SERVICES.** The University may acquire goods and services that the Contractor provides, as identified in the specific Services Scope of Work. The University reserves the right, subject to mutual Agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions of this **Agreement** and to make modifications to the existing goods and/or services. The exact pricing of these goods and/or services will be as identified in the specific Services Scope of Work.

J. **FORCE MAJEURE.** The performance of the International Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Services, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Services or to fully perform the terms of the International Agreement. The International Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

- K. **GOVERNING LAW.** This **AGREEMENT** shall be governed and construed by the laws of the Commonwealth of Virginia regardless of its choice of law rules.
- L. **TERMINATION.** Either Party may terminate the Agreement by providing at least 60 days prior written notice to the other Party. Any Participants already enrolled in a current executed Scope of Work shall be able to complete the Services under the terms of this Agreement.
- M. **NON-DISCRIMINATION.** Neither Party will discriminate on the basis of age, sex, race, religion, national origin, or disability.
- N. **WAIVER.** No failure by either Party to insist upon strict performance of any covenant, term or condition of this **Agreement** or to exercise a right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this **Agreement**, but each and every covenant, condition and term of this **Agreement** shall continue in full force and effect with respect to any other existing or subsequent breach.
- O. **INDEPENDENT CONTRACTORS.** In the performance of the responsibilities outlined herein, it is mutually understood and agreed that each Party is at all times acting and performing as an independent contractor. It is agreed by the Parties hereto that no work, act, commission or omission of either Party shall be construed to make or render one Party the agent, employee or servant of the other Party.
- P. **NO THIRD PARTY BENEFICIARIES.** This **Agreement** is entered into by and between the Parties hereto and as such no person or entity shall be deemed or construed a third party beneficiary hereunder.
- Q. **SERVICES CHANGES.** In the event that the Contractor cannot provide the agreed-upon services described in the specific Services Scope of Work, the Contractor will notify the University contact for that service, in writing within thirty (30) calendar days, or as mutually negotiated, prior to the Date of Departure shown on the specific Services exhibit. If the change is not material, as determined solely in the discretion of the University, this **Agreement** and the Services shall proceed as amended with appropriate adjustment, if any, or the price per participant. If the change is deemed by the University to be material, the University shall have the option to terminate the Services and this **Agreement** within five (5) business days of receipt of written notification from the Contractor. The University shall provide such notification, in writing, to the Contractor to the address specified in this **Agreement**. If the Services and this **Agreement** are terminated, the Contractor shall refund all payments made under this **Agreement** within five (5) days of the Contractor's receipt of notice of termination, except for those payments to which refunds cannot be obtained provided that the Contractor submits written documentation demonstrating why a refund could not be obtained. The

Contractor has a duty to exercise the utmost diligence in obtaining any refunds of monies paid with regard to the Services if the Services and **Agreement** are terminated.

The Contractor shall provide Participants with pre-departure materials that cover relevant laws and/or regulations of the destination country/countries for each Services, as well as information on the safety/security, cultural differences, and packing suggestions. Contractor shall reiterate this information at the on-site orientation when University Participants arrive in the destination country.

In the event Contractor should cancel Services prior to departure, the University shall receive a full refund of service fees paid.

In the event Contractor cancels the Services after departure and the reason is not due to Force Majeure or the US State Department issuing a warning advising U.S. citizens not to travel to the Services location, then the University shall receive a pro-rated refund of the fees paid to Contractor for the portion of the Services not completed. The University shall not be charged any processing fees.

- R. SEVERABILITY. The invalidity or unenforceability of any particular provision of this **Agreement** shall not affect the other provisions hereof, and this **Agreement** shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- S. CHANGES OR MODIFICATIONS. This **Agreement** must be revised or modified by mutual consent. All modifications must be in writing and signed by the University's Procurement and Contracts Department an official and Contractor. The effective date of any modifications is the date of the final signature.
- T. SOVEREIGN IMMUNITY. Contractor understands and acknowledges that Radford University is an agency of the Commonwealth of Virginia and that nothing in this **Agreement** shall be construed as a waiver of Radford University's or the Commonwealth's sovereign immunity. As between Contractor, Radford University and/or the Commonwealth, Contractor shall be solely responsible for the acts or omissions of its officers, employees and agents with regard to any and all claims asserted by participants in Contractor Services and/or claims asserted by third parties. Radford University and/or the Commonwealth shall be responsible for the negligent or wrongful acts or omissions of its officers, employees and agents only to the extent permitted by the Virginia Tort Claims Act, Section 8.01-195.1 *et seq.* of the Code of Virginia (1950), as amended. Contractor shall indemnify, defend and hold harmless Radford University and the Commonwealth of Virginia, their officers, employees, and agents, from and against any and all suits, claims, losses, liabilities, demands, judgments, costs, fines, and expenses (including without limitation reasonable attorneys' fees and disbursements of counsel) of any nature by any person or entity, directly or indirectly

resulting from or arising out of any negligence or willful misconduct of Contractor or its officers, employees or agents, in connection with the performance of this **Agreement**.

- U. TRAVEL ADVISORIES. The performance of this **Agreement** is subject to travel advisories issued by the U.S. State Department. In the event that the U.S. State Department places any country that the Services Participants travel through or to on a travel alert or travel warning, the University may, in its sole discretion, terminate the Services and require that the Services Participants immediately return to the United States.
- V. NOTICES. Any notice or other communication **required by this Agreement shall be in writing and shall be deemed given if hand delivered, sent via overnight** mail by a reputable overnight courier, such as UPS, FedEx, or via electronic mail or facsimile addressed as follows:

If to **UNIVERSITY**:

RADFORD UNIVERSITY  
PROCUREMENT & CONTRACTS  
CONTRACT OFFICER  
AGREEMENT # \_\_\_\_\_  
POST OFFICE BOX 6885  
RADFORD, VIRGINIA 24142  
(540) 831-5419 PHONE

If to **CONTRACTOR**: \_\_\_\_\_

or to such other addresses or persons as may be furnished from time to time in writing by the University or Contractor. The notice will have a signature and date line for both Parties and will become effective on the date of the last signature. Notices can be delivered by hand, or by mail.

- W. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION. The Contractor assures that the information and data obtained as to personal facts and circumstances related to Participants will be collected and held confidential, during and following the contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such



information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- X. FAMILY EDUCATION RIGHTS AND PRIVACY ACT. With regard to its students, Radford University is subject to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Sec. 1232g). To the extent any provision of this **Agreement** is in conflict with Radford University’s obligations under FERPA, Radford University will comply with any and all applicable FERPA requirements and such compliance shall not be deemed to be a breach of this **Agreement**.
- Y. LIABILITY. Contractor shall maintain during the life of this **Agreement** such bodily liability and property damage liability insurance as shall protect Participants from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from activities under this **Agreement**. This is subject to Participants operating within Contractor guidelines to the extent such guidelines are not in conflict with applicable laws or regulations or applicable university policies.
- Z. INTELLECTUAL PROPERTY. The provisions of Sections 23.1-102, 23.1-1301, and 23.1-1303 of the *Code of Virginia* pertaining to the creation of intellectual property by employees of the University are hereby incorporated by reference. In the event intellectual property is created through the efforts of the Contractor and the University or its employees in which the University claims a proprietary interest, the parties may, subject to the provisions of Virginia law and the University’s intellectual property policy located in the Teaching and Research Faculty Handbook, enter into an agreement for the commercial sale or licensing of such property to potential users.
- AA. ENTIRE AGREEMENT. This **Agreement** contains the entire **Agreement** between the Parties regarding the subject matter hereof.

This **Agreement** does not constitute a guarantee of business.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties, acting through duly authorized officials, have executed this **Agreement** to be Effective upon the date this **Agreement** is signed by both Parties.

**CONTRACTOR:**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RADFORD UNIVERSITY McGLOTHLIN CENTER FOR GLOBAL EDUCATION & ENGAGEMENT**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RADFORD UNIVERSITY PROCUREMENT AND CONTRACTS**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_