****

**PURCHASING AGREEMENT**

**FOR**

**EXPERIENTIAL GLOBAL LEARNING PROGRAM SERVICES**

This Agreement (hereinafter “Agreement” or “Contract”) is made and entered into by and between:

**University of Connecticut and Charles University**

**Office of Global Affairs Faculty of Arts**

**Experiential Global Learning, Unit 4207 nám. Jana Palacha 1/2**

**Storrs, CT 06269 116 38, Prague, CZ**

**VAT No.: CZ00216208**

hereinafter **“University**”hereinafter **“Contractor”**

**Experiential Global Learning/XXX XXX**

University Contract Administrator/Phone Contractor Contact/Phone

This Agreement between shall govern any services provided by the Contractor during the term of this Agreement.

**SECTION 1**

**1.1 Term**

The initial term of the Agreement shall commence on March 7, 2024 and shall expire on March 6, 2029, unless earlier terminated in accordance herewith.

**1.2** **On-Call Agreement**

A. The Contractor understands that it is entering into an “on-call” agreement with the University. At the request of the University and agreement by the Contractor, the Contractor will provide programmatic and logistical support services for the University’s experiential global learning programs. The Contractor understands that its contract with the University for the provision of services in connection with its experiential global learning programs is not exclusive and that it shall not proceed with any services under this Agreement until receipt of a fully-executed Statement of Work (in a form substantially similar to Exhibit A) accompanied by a completed University Purchase Order.

B. The Statement(s) of Work entered into by University and Contractor shall identify the program in relation to which services will be provided (hereinafter the “Program”) and the time period during which services will be provided (fall, winter, spring and/or summer) and include a detailed description of all services to be provided by the Contractor (the “Services”), a list of all costs to be paid by the University for such Services, and the maximum amount payable to the Contractor under that Statement of Work. Details of the Services not explicitly stated in this Agreement, but necessarily attendant to the provision of the Services, are acknowledged by the Contractor to be included as a part of the Services. The parties agree that in the event of a conflict between this Agreement and a Statement of Work executed by the parties, the terms and conditions of this Agreement shall prevail.

**1.3 POTENTIAL Service OPTIONS**

In accordance with Section 1.2, the Contractor will provide one or more of the services described below pursuant to the terms herein and in the applicable Statement(s) of Work.

A. Transportation: The Contractor may be requested to arrange and/or provide: (i) round-trip air travel between the United States and the travel destination; (ii) air travel between points within the destination country/countries to accommodate itineraries in which ground transportation between locations is not possible or expedient; (iii) necessary ground travel for Program Participants; and/or (iv) other travel. Any transportation arranged and/or provided by the Contractor shall meet all applicable legal and regulatory standards. All transportation providers, drivers and operators shall be properly licensed and insured by the applicable regulatory authority. All vehicles, planes and vessels shall be compliant with applicable laws, regulations and safety standards and insured by the Contractor or agent of the Contractor. Maximum vehicle occupancy levels shall be enforced by the Contractor.

B. Accommodations:

(i) The Contractor may be engaged by the University to arrange and/or provide lodging for Program Participants. Any such lodging shall be provided by competitively-priced, properly licensed (if applicable) and insured, and reputable providers.

(ii) Lodging arranged and/or provided by the Contractor shall be fully compliant with all applicable zoning, building, safety, fire and sanitation regulations. Contractor shall provide the University with an inventory of furnishings and amenities to be provided, which shall include, at a minimum, a bed for each Participant. The Contractor shall ensure that Program Participants are not subjected to conditions within the reasonable control of the Contractor that may be dangerous, hazardous or detrimental to their lives, health, or safety. The Contractor shall inspect such accommodations regularly.

(iii) All accommodations arranged and/or provided by the Contractor shall include sufficient bathrooms, with no more than five (5) residence occupants per bathroom.

(iv) If accommodations provided or arranged by the Contractor are rendered uninhabitable, for whatever reason, during the occupancy period, the Contractor shall relocate the affected Program Participant(s) promptly to accommodations of equal quality.

(v) The Contractor shall designate a person to receive complaints from the University pertaining to issues regarding the accommodations (including, but not limited to, maintenance issues) and the University shall direct any such complaints to the person so designated.

C. Meals: The Contractor may be engaged by the University to arrange and/or provide group meals for Program Participants, the number of which will be stated in the Statement of Work. If the Contractor is engaged to arrange and/or provide group meals, the Contractor shall provide meal options that meet the special dietary needs of Program Participants. University will provide dietary information for all program participants upon confirmation of program.

D. Itineraries/Travel Packages: If requested by the University to do so, and if appropriate to the Contractor’s engagement, the Contractor shall provide complete itineraries and travel packages for the duration of the Program for all participants and other necessary and/or useful information related to the trip.

E. Activities: The Contractor may be engaged to arrange orientations, teaching services, and activities relating to educational and cultural events, including visits to museums, historical locations, and scenic locations. Teaching services shall, in accordance with the local jurisdiction’s laws and regulations, be performed by qualified, experienced and properly licensed personnel.

F. Bilingual Tour Guide: The Contractor may be engaged to provide a bilingual tour guide, fluent in English and the local language, as needed.

G. Facilities: The Contractor may be engaged to provide facilities or office space for use by Program Participants. If so engaged, the Contractor shall provide an orientation to the space, associated amenities, and the surrounding area.

H. Visa Processing Services: The Contractor may be engaged to provide outbound visa processing services for Program Participants, both U.S. citizens and non-U.S. citizens.

At the University’s request, the Contractor shall provide reasonable assistance with securing emergency medical care for, and emergency evacuation or repatriation of, Program Participants. The University agrees that it shall be responsible for all out-of-pocket costs incurred by the Contractor in providing such assistance at the University’s request.

The Contractor shall provide sufficient qualified and experienced, and, if applicable, licensed, personnel to perform its obligations as set forth herein and in the applicable Statement of Work.

In performing the Services, the Contractor shall comply with all applicable laws, statutes, regulations, ordinances, codes and administrative orders.

**1.4** **Payment**

For Services rendered in connection with a Program, the University will pay the Contractor pursuant to and in accordance with this payment section and the relevant Statement of Work.

1. The Contractor shall submit invoices for payment in the form required by the applicable law (tax jurisdiction of the Contractor) and, as possible, by the University. Each invoice shall reference the relevant Purchase Order issued by the University.
2. The Contractor shall submit such invoices pursuant to the following schedule:

(i) Invoices for the per-participant costs shall be submitted at least thirty (30) days prior to the start of the program; and

(ii) Invoices for any University-approved additional charges and/or out-of-pocket expenses incurred by the Contractor shall be submitted to the University within thirty (30) days of the termination of the Program.

1. The University shall pay the invoices presented by the Contractor on a Net 30 basis.
2. If the University reasonably believes that the Contractor has not performed the agreed-upon services according to this Agreement, the University may withhold payment in whole or in part pending resolution of the performance issue, provided the University notifies the Contractor in writing of its intent to do so with explicit reasoning.
3. The Maximum Amount Payable pursuant to this Agreement is $800,000.
4. The name and address of the official payee on behalf of the Contractor to whom payment shall be made is as follows:

Filozofická fakulta

Univerzita Karlova

nám. Jana Palacha 2

116 38 Praha 1

IČO: 00216208

DIČ: CZ00216208

**1.5 Program Cancellation**

1. For University’s cancellation of Program Services without cause:
2. There shall be no charge to the University for the cancellation of any fall or spring term Services, if notice is provided to the Contractor in writing at least seventy-five (75) days prior to the program start date.
3. There shall be no charge to the University for the cancellation of any winter term Services, summer term, spring breaks, or fall break Services if notice is provided to the Contractor in writing at least sixty (60) days prior to the program start date.
4. In the event the University cancels after the applicable deadline specified above, the University will be charged for any actual, non-recoverable third party costs incurred by the Contractor under the applicable Statement of Work up to the date of notice of cancellation in an amount not to exceed the maximum amount payable set forth in the applicable Statement of Work. There shall be no other charge or liability to University for such cancellation.

**1.6** **Notice**

1. Emergency notification: Emergency notifications, including notifications required pursuant to Section 2 below are as follows:

(i) Emergency notifications to the University shall be directed to:

Name: XXX

Phone: XXX

Cell: XXX

Email: XXX

(ii) Emergency notifications to the Contractor shall be directed to:

Name: XXX

Phone: XXX

Cell: XXX

Email: XXX

1. Non-emergency notification: Except for emergency notifications, all notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if sent by e-mail with return receipt requested; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:
2. If to the University: Experiential Global Learning, Global Affairs, 368 Fairfield Way, Unit 4207, Storrs, CT 06269-4207, XXX.

(ii) If to the Contractor: [Office of Commercial Programmes and Cross-Sectoral Cooperation](https://www.ff.cuni.cz/home/faculty/faculty-administration/office-commercial-programmes-cross-sectoral-cooperation/), Charles University, Faculty of Arts, nám. Jana Palacha 1/2, 116 38 Prague 1, CZ

Any party may change its notice information by giving written notice in accordance with this Section.

**1.7 Non-Exclusivity**

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with other parties for similar transactions.

**Section 2 - Provisions Applicable to Higher Education Student Participants**

**2.1** **Privacy**

The Contractor acknowledges that in the course of performing its obligations pursuant to this Agreement it may be given access to student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”). The Contractor understands that such records are subject to FERPA and agrees that it will utilize such information only to perform its obligations under this Agreement and for no other purpose. The Contractor further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates unless specifically required by applicable law. The University acknowledges that in the course of performing any obligations pursuant to this Agreement in Contractor’s jurisdiction, any personal data have to be be handled in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) and undertakes to provide the necessary cooperation to the Contractor for this purpose.

**2.2** **Duty to Report**

If the Contractor becomes aware that a Program Participant is the victim of, or accused of (1) a crime, (2) any threat of physical violence, intimidation, and/or sexual harassment (including sexual violence, intimate partner violence or stalking) and/or (3) a violation of the policies, procedures, rules or regulations of the Contractor (collectively an “Incident”), the Contractor shall immediately report the Incident, regardless of any request by a Program Participant for confidentiality, by notifying and providing all available information relative to the Incident to the extent permitted by applicable law to both the University’s Program leader, if available, and the University directly by calling and emailing the University’s emergency contact person identified in Section 1.6.A. of this Agreement.

In the event of an accusation regarding a threat of physical violence, intimidation, or sexual harassment (including sexual violence, intimate partner violence or stalking) the Contractor shall, upon direction from the University, provide reasonable interim support and remedial measures, including, but not limited to, separating the accused from the accuser for the duration of the trip, preventing contact during regularly scheduled Program activities, including all dining arrangements, and providing alternate lodging arrangements, if possible.

The Contractor shall immediately notify the University’s emergency contact person identified in Section 1.6.A. of this Agreement of any emergency, accident, injury or death involving a Program Participant.

**Section 3 - Additional Terms and Conditions**

**3.1** **RELATIONSHIP BETWEEN THE PARTIES**

A. The Contractor shall perform the Services as an independent contractor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the University and the Contractor.

B. The Contractor shall be permitted, within reason, to set its own schedule and shall not be required to obtain the University’s approval for specific working hours to provide the Services hereunder.

C. The Contractor shall not represent itself and shall ensure that its employee, agents, representatives and/or sub-contractors do not represent themselves as being employees or agents of the University.

D. The University shall not be responsible for withholding taxes with respect to any amounts payable to the Contractor under this Agreement. Neither the Contractor, including its agents, representatives, nor its sub-contractors, shall have any claim against the University for employee benefits of any kind (e.g. vacation pay, sick leave, health or disability benefits, unemployment insurance benefits, pension, etc.).

E. The Contractor shall not be entitled to use the University’s name, marks or logos without University’s prior written consent. The University shall not be entitled to use the Contractor’s name, marks or logos without Contractor’s prior written consent.

1. Nothing in this Agreement shall be construed to grant the Contractor the right to directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of the University.

**3.2**  **CONTRACTOR ASSURANCES**

A. The Contractor warrants that it will immediately remove any employee, independent contractor or agent performing services under this Agreement if it becomes known to the Contractor that such person may be a danger to the health or safety of Program Participants.

B. The Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are directly caused in whole or in part by the actions or omissions of the Contractor, or its employee, contractor or agent.

**3.3 TERMINATION**

Either party may cancel this Agreement, with or without cause, upon sixty (60) days’ written notice to the other party at the address provided in the Section 1.6.B of this Agreement, provided however that any Services contemplated in a Statement of Work executed by both parties prior to the date of such termination notice shall be completed by the Contractor and paid by the University unless otherwise agreed by both Parties. Either party may terminate this Agreement immediately and cancel any Services or remaining Services within an executed Statement of Work if the other party fundamentally fails to comply with this Agreement.

**3.4 FORCE MAJEURE**

If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

**3.5 SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**3.6 Statutory Authority**

Connecticut General Statutes §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the Universitywith authority to enter into contracts in the pursuit of its mission.

**3.7** **INSURANCE**

The Contractor agrees that while performing services specified in this Agreement, it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the services to be performed so as to save harmless the State of Connecticut from any insurable cause. The types and amounts of coverage to be carried by the Contractor shall be set forth in the Statement of Work executed by the parties pursuant to this Agreement, and the Contractor shall attach certificates evidencing such coverage to each such Statement of Work. All such policies of insurance shall be issued by insurance companies licensed to do business in the country or countries in which the Contractor shall provide services. Contractor shall provide at least twenty (20) days’ notice in writing in advance of any material change, cancellation, termination or lapse of the effective date of any reduction in the amounts of insurance below the requirements set forth in the Statement of Work. .

The Contractor further agrees that it will ensure that any and all subcontractors and/or agents performing services under this Agreement will carry sufficient insurance (liability and/or other) as applicable according to the nature of the services being performed so as to save harmless the University and the State of Connecticut from any insurable cause.

The University understands and will advise Program Participants that their personal belongings are not insured under the Contractor’s policies, and the Contractor shall not be responsible for loss or damage to Participant’s personal possessions.

The University shall require all Program Participants to have valid health insurance coverage for the duration of the Program valid in the country or countries where the Program takes place.

**3.8** **DISPUTES AND GOVERNING LAW**

The Contractor and the University agree to seek non-litigious means to resolve disputes which may arise. The parties shall attempt to resolve any dispute or misunderstanding through collaboration. Should collaboration fail, the applicable law to this Agreement and the venue for any litigation for the purpose of this Agreement shall be determined ad hoc in accordance with the conflict rules and other principles and fundamentals of private international law, unless otherwise agreed in advance for a specific case by both Parties in written.

**3.9 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the State of Connecticut and the University, and their respective officers, employees, students, agents and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, reasonable attorneys’ fees, demonstrable and reasonably incurred costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor’s employees, agents, or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, negligence, misconduct, and/or intentional wrongdoing of the Contractor or its employees, agents or subcontractors. University retains the right to participate in the defense against any suit, action, proceeding, claim or demand, and the right to consent to any settlement while being liable for any damages resulting from any abuse of this right.

**3.10 CAMPAIGN CONTRIBUTION RESTRICTIONS**

For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions and will inform its principals of the contents of the contents of the notice.

**3.11 SUMMARY OF STATE ETHICS LAWS**

Any person who is a party to the contract, and any key employees, subcontractors and consultants working under the contract, shall comply with the provisions of the state code of ethics set forth in sections 1-84, 1-86e and 1-101nn of the general statutes.

**3.12 IRAN ENERGY INVESTMENT CERTIFICATION**

1. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
2. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**3.13 CONTRACT REGISTER**

1. The parties are aware of and agree with the publication of the Agreement by Contractor in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the „Act on the Register of Contracts“), immediately after signing the Contract.
2. The parties state that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the parties, their representatives or their employees, and the parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement‘s publication Contractor is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of the Agreement would nevertheless lead to unauthorized access to the rights and obligations of the parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.
3. The parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The parties are explicitly aware of and agree that the fulfilment of the Contract can take place only after it has taken effect. Contractor undertakes to inform University of the Contract’s registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in section 1.6 of this Agreement.

**3.14 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in a writing signed by both the Contractor and the University and, if required, approved by the Office of the Attorney General. The Contractor represents that it has read and freely signed this Agreement, that the terms of this Agreement are legally binding and that its duly authorized representative has signed this Agreement after having carefully read and understood the same.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT: FACULTY OF ARTS, CHARLES UNIVERSITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Daniel Weiner Print Name: Mgr. Eva Lehečková, Ph.D.\_\_\_\_\_\_\_\_\_\_

Title: Vice President for Global Affairs Title: Dean, Faculty of Arts, CU

Date: Date:

**Office of the Attorney General approved as to form:**

By:

Name: Jeffrey Zeman

Title:

Date:

**EXHIBIT A**

Form Statement of Work

**STATEMENT OF WORK FOR EXPERIENTIAL GLOBAL LEARNING PROGRAM SERVICES**

**EFFECTIVE DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pursuant to the Purchasing Agreement by and between the University of Connecticut (the “University”) and (the “Contractor”) dated , (the “Agreement”), the University and the Contractor agree that the Contactor will provide the following services in relation to the University program identified below (the “Services”).

1. **Name of Program:**

**2. Estimated Number of Program Participants:** \_\_\_\_\_\_\_\_\_\_ Leaders; \_\_\_\_\_\_\_\_\_\_ Students.

**3. Duration of Program:** The Contractor will provide the Services between the dates of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_, inclusive.

**4. Description of Services:** In addition to those described in the Agreement by and between the University and the Contractor, the Contractor will provide the following services:

1. Transportation
   1. Round-trip airfare between United States and destination:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Domestic airfare: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Ground travel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Housing
   1. Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Leader: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Group Meals
   1. Breakfasts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Lunches: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Dinners: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   4. Snacks/other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Outings/Programs:
5. Other (interpreter, admission/activity fees, etc.):

**5. Fees**: The University shall pay the Contractor the fees set forth below for Contractor’s performance of the Services:

1. The all-inclusive per person price to be paid by the University for each Program Leader is: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and each Program Student is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**OR**

**5.1** The cost of the services to be provided by the Contractor are as follows:

|  |  |  |
| --- | --- | --- |
| **SERVICE DESCRIPTION** | **COST** | **UNIT** |
| **Travel**  Round-trip airfare: \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_    Domestic airfare: \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_    Ground travel: \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| **Housing** |  |  |
| **Meals** |  |  |
| **Outings/Programs** |  |  |
| **Other** |  |  |

**5.2** The maximum payable by the University for the Services to be performed under this Statement of Work is $\_\_\_\_\_\_\_\_\_.

**5.3** All fees and expenses shall be paid by the University in accordance with Section 1.4 of the Agreement.

**6. Insurance:** In accordance with Section 3.3 of the Agreement, the Contractor shall procure and maintain throughout the duration of the Program the following policies of insurance, in the minimum limits set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations related to the Program

1. Commercial General Liability: CZK\_\_\_\_\_\_\_\_\_\_\_ [per incident/in aggregate].
2. Business Automobile Liability:  Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.
3. Workers’ Compensation/Employer’s Liability:  If and to the extent required under applicable law.
4. Such other insurance in such amounts which from time to time may reasonably be required by the University and against other insurable hazards relating to performance.

**THE TERMS AND CONDITIONS OF THE PURCHASING AGREEMENT BY AND BETWEEN THE CONTRACTOR AND THE UNIVERSITY ARE INCORPORATED INTO THIS STATEMENT OF WORK AS IF FULLY SET FORTH HEREIN. IN the event of any conflict between the terms of this Statement of Work and terms of the Purchasing Agreement, the terms of the Purchasing Agreement shall control.**

|  |  |
| --- | --- |
| **UNIVERSITY OF CONNECTICUT**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name: XXX  Title: Director, Experiential Global Learning  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **AND**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name: Daniel Weiner  Title: Vice President for Global Affairs, Duly Authorized  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **[INSERT VENDOR NAME]**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name: Mgr. Eva Lehečková, Ph.D.  Title: Dean, Faculty of Arts, CU  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ACKNOWLEDGMENT**

By signing below I Acknowledge:

1. I am authorized to execute and delivery this acknowledgment on behalf of the Contractor; and
2. I acknowledge and agree that the terms and conditions contained in the Agreement by and between the University of Connecticut (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, \_\_\_\_\_ shall govern the Services set forth in this request. In the event of a conflict between any documents created or used to provide the Services set forth in this request, the terms and conditions of the Agreement shall prevail.

**Signature:**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Failure to sign and return this Acknowledgment will prohibit UConn from engaging in any program or activity related to the Contractor.**