**Service Agreement/Custom Program Agreement**

**between**

**Name**

**and**

**Virginia Polytechnic Institute and State University (Virginia Tech)**

The following document serves as a service agreement (“Agreement”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Virginia Tech for the operation of customized programs. In the interest of expanding educational opportunities and to provide a unique learning experience for graduate and undergraduate students, as well as promote collaboration between the two parties, \_\_\_\_\_\_\_\_\_ and Virginia Tech agree to the following provisions:

Program:

This Agreement is based on the principle of reciprocity and expresses the interest of both parties to cultivate educational experiences for Virginia Tech students and faculty through collaboration with \_\_\_\_\_\_\_\_.

Academics:

The programs’ academic focus will depend upon the academic interests and expertise of individual faculty/staff involved. \_\_\_\_\_\_\_\_\_\_\_will provide the following academic services for the Program participants :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Fees:

The costs per person will be determined in advance of each customized program.

Items included in the fee:

1. Administrative Fee
2. Orientation
3. Accommodation
4. Transportation
5. Airport pick up on arrival day and transfer to the airport on departure day
6. Meals
7. Translator fees for project work
8. All project materials and supplies

All services and accommodations are to be selected, facilitated, and arranged by \_\_\_\_\_\_\_\_\_\_\_\_ in consultation with Virginia Tech. The parties will discuss any additional services necessary that are not included in the fee and costs will be adjusted accordingly.

Participant Registration:

Virginia Tech students will be nominated by the academic department to ensure students meet Virginia Tech’s institutional requirements for study abroad. The final selection of all participants in the program from the Virginia Tech student body shall remain in the sole and absolute discretion of \_\_\_\_\_\_\_\_\_\_, and all Virginia Tech students selected to participate shall comply with all applicable requirements of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payment Schedule:

Full program payment is due 30 days prior to the start of a program. \_\_\_\_\_\_\_\_\_\_\_will issue an invoice to Virginia Tech a minimum of 60 days prior to the start of a program.

Participants are responsible for remitting payment directly to \_\_\_\_\_\_\_\_\_ for the program fee and services rendered.

Insurance:

In order to participate in the program, all participants MUST acquire international medical and security insurance coverage. Virginia Tech will ensure that all participants have medical and security assistance coverage through the university-contracted vendor for the duration of the program dates.

Program Cancellation and Return Policy:

In the event that Virginia Tech wishes to cancel any program 60 days before the start date (the “Cancellation Deadline”) due to low enrollment or any other reason, Virginia Tech will receive a refund of 100% of uncommitted and unexpended program fees. There will be no refund if Virginia Tech wishes to cancel the program after the Cancellation Deadline. Cancellations must be submitted in writing to \_\_\_\_\_\_\_\_ and will be noted based on the date notification is received. [Subject to “Acts of God” section below.]

In the unlikely event that the U.S. Department of State or the Centers for Disease Control and Prevention issues a travel advisory of health notice of Level 3 or higher advising against travel to host country locations during the program and Virginia Tech wishes to cancel the program, Virginia Tech will receive a refund of 100% of uncommitted and unexpended program fees as of the date Virginia Tech notifies XXXXXX in writing of the cancellation due to the U.S. Department of State or Centers for Disease Control and Prevention advisory or safety cancellation.

Acts of God:

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their reasonable control, including, but not limited to: acts of God, governmental authority, terrorism, or war in or with the United States or the Program’s location prevent such performance.

Participant Withdrawal Policy:

In the event that a participant wishes to withdraw from the program prior to the start of the program refund is at the discretion of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Terms of the Agreement:

The Agreement shall become effective on the day representatives of both parties affix their signatures, will be in force for a period of \_\_\_\_\_\_\_\_years, and is subject to revision or modification by mutual written agreement. It is also understood that either party may terminate the Agreement at any time upon not less than 30 days’ prior written notice to the other party, although it is assumed that such action would only be taken after mutual consultation in order to avoid any possible inconvenience to the other party. The provisions of the section entitled “Program Cancellation and Return Policy” shall survive any termination of this Agreement.

In witness hereof, the authorized representatives of \_\_\_\_\_\_\_\_\_ and Virginia Tech hereby execute this Agreement on the dates set forth below.

For \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title

For Virginia Tech

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean of College

Or

Guru Ghosh

Vice President Outreach and International Affairs