**DIRECT ENROLL AGREEMENT**

#### BETWEEN

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

#### AND

#### NAME OF OTHER INSTITUTION

This Direct Enroll Agreement (“**Agreement**”) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_ (“**Effective Date**”) and is between Iowa State University of Science and Technology, 1340 Administrative Services Bldg., 2221 Wanda Daley Drive, Ames, Iowa 50011-1004 USA (“**ISU**”) and name of other institution and address (“**UX**”).

1. **PURPOSE**

The purpose of this Agreement is to establish a study abroad program to allow qualifying students from ISU to take courses at UX for a short period of study. This Agreement also serves as an Educational Program Agreement as required by the Memorandum of Cooperation and Understanding entered into by the parties on \_\_\_\_\_\_\_\_\_\_\_.

1. **PROGRAM COORDINATORS**

The primary program coordinators for each institution will be:

For ISU: name and contact information

For UX: name and contact information

1. **TERM AND TERMINATION**

The term of this Agreement begins \_\_\_\_\_\_, 20\_\_\_, and shall continue for a period of five calendar years. This Agreement may be renewed at the end of the term for an additional five year period upon the written consent of both parties. Either party may terminate this Agreement by giving not less than thirty days advance written notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any ISU students who are on-site at UX at the time notice of termination is provided.

1. **UX RESPONSIBILITIES**

UX shall**:**

1. Host at its institution a study abroad program for ISU students for the Fall Semester, Spring Semester and Summer term.
2. Authorize ISU to place a UX web site link and/or UX banner on the ISU web site or in other promotional materials in order to promote the ISU study abroad program at UX. Further, UX authorizes ISU to develop its own promotional materials and literature with full autonomy and use of the name of UX in that material. In addition, UX will make available to ISU UX promotional materials for distribution to potential student participants.
3. Accept all ISU student applicants who have been recommended by ISU and have a minimum GPA of 2.5 (on a 4.0 scale). Student applicants with a GPA less than 2.5 will be considered by UX on a case-by-case basis.
4. Inform ISU of each ISU student applicant’s admission status by May 1 for Summer Session participants, by April 1 for Fall Semester participants, and by November 1 for Spring Semester participants.
5. Allow ISU students who have been admitted to UX (“**ISU Students**”) to register for up to # credits per regular semester and up to # credits per summer term.
6. Make reasonable efforts to ensure ISU Students are accepted upon availability into regular courses offered for which ISU Students have an interest and appropriate academic preparation.
7. Provide ISU with copies of or weblinks to any policies or documents that UX expects ISU or ISU Students to abide by, including but not limited student handbooks, disciplinary policies and dorm room rental agreements, no later than thirty days prior to the commencement of an academic term during which an ISU Student will attend UX.
8. Inform ISU of the minimum health insurance, property insurance (i.e. renter’s insurance) and/or liability insurance requirements for ISU Students.
9. Inform ISU of VISA and Entry requirements for ISU Students as well as any security requirements such as alien registrations that will be applicable to U.S. students studying in country.
10. Provide an on-site orientation to all ISU Students that includes information on UX, local safety issues, and other topics mutually agreed upon by the parties.
11. Provide support to ISU Students in matters concerning its curriculum of study, enrollment in classes and general problems associated with the cultural and academic adjustment of ISU Students to UX and its surrounding area.
12. Assure that ISU Students will have all the privileges accorded by UX to its regular students, to include, but not be limited to, instructors, classroom facilities, library facilities, membership of the students’ union, access to recreational facilities, computer labs, laboratories, etc.
13. Facilitate the securing of housing accommodations for all ISU Students. UX shall set forth in the Addendum attached to this Agreement a description of the housing options available to ISU students and specify if housing is included in the Program Fee (defined below) or if the student is responsible for the cost of housing accommodations directly to either UX or a housing provider. UX represents that student housing accommodations meet or exceed local standards. UX will share with ISU accommodation contracts and housing policies.
14. Set forth in the Addendum to this Agreement any transportation service that is provided by UX for ISU Students as a pick-up service or in any course or other travel associated with UX.
15. Provide an academic transcript to each ISU Student upon completion of the term containing grades and/or academic evaluations for all courses taken. Transcripts shall also be forwarded directly to [insert name] at ISU at [address or email address]. Transcripts will be issued no later than sixty days after completion of the final examinations or course requirements by the ISU Student.
16. Communicate in a timely manner with the ISU Program Coordinator regarding matters relating to this program, including but not limited to any ISU Student emergency, disciplinary problem (including breach of the UX student conduct code), or academic problem.
17. Charge ISU an established per student Program Fee (“**Program Fee**”) for each ISU Student. The Program Fee shall include all tuition and fees. The tuition shall reflect a discount of \_\_\_ from the regular UX tuition rate. ISU shall be responsible for paying only the Program Fee. Except as otherwise stated in this Agreement or the Addendum, all other costs connected to participation in the Study Abroad Program shall be the responsibility of each ISU Student.
18. Set forth in the Addendum attached to this Agreement the initial Program Fee. If UX desires to subsequently change the Program Fee, UX shall by February 1st submit to ISU an updated Addendum reflecting the Program Fee to be effective commencing with the following academic year (e.g., UX must submit updated Addendum to ISU by February 1, 2019 for new Program Fee to be effective for the academic year that starts in Fall 2019).

1. Invoice ISU each term for the Program Fees for that term by sending an itemized invoice of charges for the semester to [insert name] at ISU at [insert address or email address]. In the case of fees for the Fall Semester, invoices shall be forwarded no later than November 30. In the case of fees for the Spring Semester, invoices shall be forwarded no later than March 31. In the case of fees for the Summer Sessions, invoices shall be forwarded no later than July 31.
2. Not invoice individual ISU Students for any UX tuition or fees.
3. Share with ISU UX’s tuition cancellation policy outlining dates for refunding of Program Fees should ISU Students withdraw from the study abroad program during any particular semester. The refund policy for the study abroad program is set forth in the Addendum.
4. Notify ISU Risk Management at 515-294-7700 in the event of a natural disaster, civil disturbance or other health or safety crisis that may adversely impact ISU Students. If it becomes necessary for ISU to require ISU Students to leave the study abroad program, UX will refund the Program Fees on a prorated basis.
5. Not mandate that ISU exclusively use UX for study abroad courses.
6. Use student records only to the extent necessary to fulfill its obligations under the Agreement. UX shall not use student records for any other purpose. UX shall hold student records in strict confidence.  UX shall not disclose student records except as required by the Agreement, as required by law, or as otherwise authorized in writing by ISU. UX may disclose student records to its employees with a need-to-know so long as UX requires such employees to abide by the terms of this Agreement.  
     
   The Parties agree that all personal data will be properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). The Parties further agree to mutually cooperate to formalize any additional agreements regarding the transfer of personal data required by any such law.
7. **ISU RESPONSIBILITIES**

ISU shall:

1. Recognize UX as an officially sponsored ISU study abroad program in country.
2. Accept and recommend to UX appropriately qualified ISU student applicants for the study abroad program who have at least a minimum cumulative grade point average of 2.5 (using a 4.0 point scale). ISU will consult with UX regarding possible enrollment of applicants who ISU determines are academically prepared to participate in the study abroad program, but do not have at least a cumulative grade point average of 2.5 (using a 4.0 point scale).
3. Provide UX with copies of and/or access to the student application materials by April 15 for the Summer Sessions and Fall Semester and by November 15 for the Spring Semester. The application materials will indicate the courses student applicants are interested in taking at UX.
4. Provide advisement, pre-departure orientation, and support services and process student financial aid for ISU Students.
5. Pay invoices submitted by UX to ISU within sixty days of receipt of the invoice, provided that the invoices accurately reflect the Program Fee set forth in the Addendum and the number of ISU Students attending UX during the term.
6. **MISCELLANEOUS CONTRACTUAL TERMS AND CONDITIONS**
7. Warranty/Guarantee

In so far as is reasonable, UX shall unconditionally warrant the services offered are in compliance with the requirements of this Agreement and free from errors or omissions. If any discrepancies are discovered, ISU shall notify UX and provide UX an opportunity to cure. Any discrepancies discovered shall be corrected by UX without charge to ISU or ISU Students as soon as possible but no later than the end of the then current academic term. If after notice UX fails to correct the discrepancy, ISU may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to UX.

1. Liability

To the extent permitted by applicable law, each party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents.

1. Indemnification

To the extent permitted by applicable law, UX agrees to indemnify and hold harmless ISU, the State of Iowa, the Board of Regents of the State of Iowa, its affiliates and their respective successors, assigns, officers, directors, employees and agents (collectively, “**ISU Indemnitees**”) from and against all liability, loss, damage or expense, including reasonable attorney's fees which the ISU Indemnitees may incur or sustain by reason of the failure of UX to fully perform and comply with the terms and obligations of this Agreement or as a result of the negligent or wrongful acts or omission of UX or it employees or agents.

To the extent permitted by Chapter 669 of the Iowa Code and other applicable law, ISU agrees to indemnify and hold harmless UX, its affiliates and their respective successors, assigns, officers, directors, employees and agents (collectively, “**UX Indemnitees**”) from and against all liability, loss, damage or expense, including reasonable attorney's fees which the UX Indemnitees may incur or sustain by reason of the failure of ISU to fully perform and comply with the terms and obligations of this Agreement or as a result of the negligent or wrongful acts or omission of ISU or it employees or agents.

1. Nondiscrimination

In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status.

1. Laws

This Agreement shall be construed in accordance with the laws of the Country(s) the program is located in, the United States of America, State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the courts with appropriate jurisdiction.

1. Records for Audit

UX shall maintain financial and service records relating to the study abroad program throughout the term of the agreement and for a period of at least three years following the termination of the Agreement or completion of any required audit, whichever is later. UX shall permit the Auditor of the State of Iowa or any authorized auditor or representative of the ISU to access and examine, audit, excerpt and transcribe the records, wherever such records may be located. UX shall not impose a charge for audit or examination of such records. If an audit discloses incorrect billings or improprieties, ISU reserves the right to charge UX for the cost of the audit and appropriate reimbursement.

1. Insurance

ISU is an agency of the State of Iowa and, as such, is self-insured for liability. ISU requires insurance from any company or organization that performs services for ISU’s faculty, staff and students. Consequently, during the term of this Agreement, UX shall maintain the insurance set forth Appendix A as applicable.

1. Entire Agreement; Modification

This Agreement (including Appendix A and any Addenda executed by the parties) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. The provisions of this Agreement may be revised and modified, if so desired, upon the mutual written agreement of both parties.

1. Waiver

ISU’s failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.

1. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

1. Assignment

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

1. Relationship of Parties

ISU and UX are independent contractors, and nothing in this Agreement creates any partnership or joint venture.

1. Notice

Notices relating to this Agreement shall be in writing and shall be delivered by an internally recognized carrier (e.g. Federal Express) to the other party at the address set forth in Section A above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

1. Force Majeure

Neither party shall be deemed in default of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, including but not limited to, acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other’s workforces, fires, floods, inclement weather, acts of God, pandemic, war, terrorism, civil disturbances, or acts of civil or military authorities.

1. Counterparts; Authorization

This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

*Remainder of this page intentionally left blank*

**SIGNATURES**

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (*e.g.*, DocuSign).

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| **IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Ann Marie VanDerZanden  Associate Provost for Academic Programs  Office of the Senior Vice-President & Provost    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Dean  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Coordinator  Program Coordinator  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Procurement Agent  Procurement Agent | **NAME OF OTHER INSTITUTION**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Title      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Dean  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Coordinator  Program Coordinator |

**APPENDIX A**

**INSURANCE AND RELATED REQUIREMENTS**

**[APPLICABLE AS SELECTED BELOW]**

Select one:

UX is a university or governmental entity. No additional insurance coverage is required.

UX shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to UX arising from UX’s business operation. UX shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. UX is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

**Commercial General Liability**

General Aggregate $2,000,000

Each Occurrence Limit $1,000,000

**Umbrella Liability**

$1,000,000 each occurrence/$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

**Auto Liability**

$1,000,000 combined single limit each accident to include bodily injury and property damage for non-owned, hired, or rented vehicles.

**Professional Liability (Errors and Omissions)**

$1,000,000 per occurrence/$1,000,000 aggregate

Additional Requirements

• The company(ies) providing insurance coverage must be at least A- Class VII rated by A.M. Best Company.

•The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. Additional insured status shall be on a primary and non-contributory basis. The additional insureds shall be added under CG 2026 endorsement or equivalent and attached to the certificate of insurance.

• Iowa State University requires occurrence coverage. The certificates should be marked “occurrence.” If there is no box marked “occurrence,” we require the notation “occurrence form” in the Special Conditions box.

• UX must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.

• All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

• UX shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in UX’s own policy.

• All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days’ advance written notice via certified mail is provided to Iowa State University, Procurement Services Department.

**UX must attach any required certificates of insurance to this Agreement when it executes and returns this Agreement to ISU**.

**ADDENDUM**

Program Fee:

Refund Policy:

Housing:

Transportation:

Other:

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| --- | --- |
| **IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Ann Marie VanDerZanden  Associate Provost for Academic Programs  Office of the Senior Vice-President & Provost    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Dean  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Coordinator  Program Coordinator  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Procurement Agent  Procurement Agent | **NAME OF OTHER INSTITUTION**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Title      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Dean  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of the Coordinator  Program Coordinator |