

# METROPOLITAN STATE UNIVERSITY REGULATIONS



## Metropolitan State Faculty/Staff Designed Study Abroad Programs

### **University Procedure #214B**

#### **Section 1. Purpose**

This procedure is designed for Metropolitan State Faculty/Staff Study Abroad Programs, consistent with the study abroad mission statement, i.e. “Metropolitan State University believes that studying abroad is a life-changing educational journey which provides students the opportunity to experience culturally diverse environments throughout the world. The University encourages students to participate in international study and engagement to enhance their global understanding.”

#### **Section 2. Authority**

This procedure is issued pursuant to the Rules and Regulations of the Minnesota State College and University System and Metropolitan State University.

#### **Section 3. Effective Date**

This university procedure shall become effective upon signature by the President and shall remain in effect until modified or expressly revoked.

#### **Section 4. Responsibility**

The responsibility for the administrative oversight of this university procedure is assigned to the Provost/Vice President for Academic Affairs.

#### **Section 5. Implementation of Study Abroad Program Procedures**

##### A. Course

1. Courses associated with a study abroad program must be approved through the formal curriculum process. This approval must be sought six months to one year in advance of trip departure.
2. All study abroad programs must include Metropolitan State credit or non-credit courses.
3. All courses that include a study abroad component must include an “A” after the course number for tracking purposes. The faculty leader and academic dean are responsible for communicating this to the Registrar’s Office.

##### B. Eligibility

1. All students participating in a study abroad program must be fully admitted degree-seeking students and in good academic standing at Metropolitan State University.

2. Students must be current on all financial accounts at Metropolitan State or their respective institutions.
3. Faculty/Staff leaders must have students complete an application and verify eligibility (Appendix A).
4. All students must obtain a valid student I.D. card and Passport as well as any necessary visas prior to study abroad departure.
5. Students must be 18 years of age or older.

#### C. Risk Management

1. The study abroad destination must not be on the U.S. State Department's list of Current Travel Warnings.
2. All students must sign the Metropolitan State's Code of Conduct (See Policy 1020 on <http://www.metrostate.edu/msweb/choose/policies/index.cfm>).
3. All students must sign the MnSCU Student Release and Waiver form (Appendix B).
4. Emergency contact information must be collected on the Student Application.
5. Students must provide evidence of current health coverage for out-of-country medical expenses.
6. The trip leader must provide evidence of risk insurance through MnSCU.

#### D. Responsibility of All Faculty/Staff Leaders

1. All trip leaders must be Metropolitan State faculty, staff, or administrators.
2. Trip leaders will have pre-departure sessions which include course content, goals clearly defined in a syllabus and overall travel/program details. Participation in a pre-departure session is mandatory for all participants.
3. All participants must complete a post-trip evaluation.
4. Trip leaders must confirm that all participants have registered and paid for the study abroad course. **Trip leaders cannot collect payments directly from students under any circumstances. All student payments must be made to Metropolitan State University.**
5. In accordance with State policy, trip leaders cannot receive travel awards or any other personal compensation other than their regular state salaries and normal trip expenses.
6. Publicizing study abroad programs is the responsibility of trip leaders (Appendix C).
7. A file copy of all applications, forms and other trip materials will be sent to the Study Abroad Coordinator.

#### E. Additional Responsibilities for Trip Leaders Designing their own Study Abroad Programs (No third party involved)

1. Follow the Trip Guide entitled "University Process for Faculty/Staff Designed Study Abroad Programs Using No Third Party Provider."
2. For the safety of all traveling, the ratio of students to faculty/staff/administrators should be no more than 1:12.

- F. Additional Responsibilities for Faculty/Staff Leaders Using a Third Party Agency or College/University for their Study Abroad Programs
1. Trip leaders must use an approved bonded travel company or college/university to coordinate study abroad programs. (Appendix D.)
  2. Leaders are responsible for completing the MnSCU Tour Group Addendum. (Appendix E).
  3. Written contracts with travel companies, other than those listed in Appendix D, must be submitted to Metropolitan State's Purchasing/Office of Financial Management and be approved by MnSCU if necessary.

**Section 6. Review**

This procedure will be reviewed as necessary.

**Section 7. Signatures**

Issued on this 20<sup>th</sup> day of December 2011.



Gary Seiler, Interim Provost and Vice President Academic Affairs

President, Sue K. Hammersmith, Ph.D.

Metropolitan State University
Student Application for International Study

Name of Program:
Dates of Program:
Passport Number (leave blank if not received yet)
Applicant's Name (as it appears on the passport)
Permanent Mailing Address:

Phone ( ) -- Alternate Phone: ( ) --

E-mail Address:
Date of Birth:
Student ID #:

Will you be 18 by the Date of Departure? Yes No

Emergency Contacts: (Please list at least 2)

Table with 3 columns: Name, Contact Phone, Relationship to You. Rows 1, 2, 3.

Medical Information

Doctors' Name and Phone:

Current Medical Insurance Carrier and Policy Number:

Company Name Policy Number

Do you require any accommodation for a disability? Yes No
(Note: many countries do not provide accessible facilities.)

4. Please list any allergies:
Food
Medicine
Other

5. Do you require a special diet?    Yes    No

If yes, please describe. \_\_\_\_\_

(Note: vegetarian or other specialized diets may not be available.)

6. Are you taking or will you be taking at time of travel prescription medications? Yes No

If yes, please list.

\_\_\_\_\_  
\_\_\_\_\_

7. Do you have any conditions (physical, social, mental) that might make air travel difficult or uncomfortable for you?    Yes    No

If yes, please describe \_\_\_\_\_

8. In country travel may be by bus, subway, train, car or foot. Do you have any conditions that would hinder travel by any of these modes?    Yes    No

If yes, please describe \_\_\_\_\_

9. You may be traveling in areas that have heat well in excess of what you are accustomed to in Minnesota. Is heat or humidity a health problem for you?    Yes    No

10. Please describe any other medical, mental or social conditions that would be helpful for the trip organizer to know in order to help you have a successful experience.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list 3 individuals who are not related to you who can serve as your reference. At last one must be a college instructor who has had you in class or a supervisor for whom you have worked at the university.

Reference Name	Phone or email	Relationship
1.		
2.		
3.		

**\*\*By signing this application you are giving us permission to contact these references.**



**INFORMATION AND INSTRUCTIONS to Colleges and Universities**

**Re: Minnesota State Colleges and Universities Study Abroad Opportunities Student Release and Waiver Form**

This template form is for study abroad opportunities offered through system colleges, universities, departments, and/or individual faculty and for use by students participating in non-system sponsored study abroad for which academic credit by Minnesota State Colleges and Universities will sought. For system sponsored programs, the form should be provided as part of the orientation for students who have been accepted for the program. System colleges and universities may wish to modify this form to reference their specific procedures, for example, cancellation and refund policies, and/or add links to other applicable policies. *Substantive changes to the provisions describing student rights and responsibilities or legal liability are not permitted without authorization of the Office of General Counsel or Attorney General's Office.*

Provide students with ample opportunity to review this document before signing, including with family and/or legal counsel. Students should be informed about how to access or be provided with copies of policies and procedures referenced in this document, particularly including the information described in Paragraph 4.2.

**Instructions to Students on completing the word-fillable fields:**

**1. Please complete all fields before printing.**

**Introductory Paragraph (Be accurate in listing the name of the program, term, and dates; check with the college, department or faculty offering the program.)**

Enter the name of the country and program;

Enter the name of the college, university, department or faculty offering program;

Enter the term, include the semester/session/break and year (e.g., Spring Semester 2009 or Winter Break 2010)

**Waiver Paragraph**

Enter the name of the system college or university offering the program where indicated.

**Signature Block**

***Program Participant signature Block***

Enter the name of the student

Enter the date of birth of the student

Enter emergency contact name and number

***Parents/Guardians Signature Block***

Enter the name of the parent/guardian

**After initialing each page and signing the Release & Waiver, return the original to the appropriate college or university office responsible for administering your study abroad program. Retain a copy for your records.**

**Minnesota State Colleges and Universities System**  
**STUDENT RELEASE & WAIVER**  
**Study Abroad Opportunities**

I have been approved and wish to participate in the \_\_\_\_\_ study abroad program offered or approved through Minnesota State Colleges and Universities \_\_\_\_\_, during the \_\_\_\_\_. I understand this program is subject to System Procedure 5.19.3, which prohibits travel to countries that are under a State Department Travel Advisory and other applicable policies and procedures to manage health and safety risks. In consideration for the opportunity to participate in this program, I understand and agree that:

**1. Academic and Financial Requirements.**

1.1 I am responsible for all academic requirements, including, but not limited to, classroom work, assignments, projects, field trips, internship and/or volunteer duties.

**1.2 I am responsible for payment of all applicable program fees and/or tuition and understand that Board Policy 5.12 and related system payment procedures may apply, as appropriate.**

1.3 I am responsible for reading and complying with the information contained in the applicable cancellation and refund policy for this program.

1.4 I understand that I will be required to purchase international health insurance coverage that includes major medical health care, medical evacuation and repatriation, which will be provided as part of the program fees/tuition for this program, or I will be required to purchase such insurance as approved by program leaders. I am responsible for any additional insurance that I may elect to purchase as well as the cost of health care not covered by insurance.

**2. Health Factors.**

2.1 I am responsible for submitting complete and accurate medical information as may be required for this program.

2.2 I am responsible for requesting reasonable accommodations related to a disability in a reasonable time frame prior to departure. I understand that I must provide the college or university's Office of Disability Services with documentations of my disability to be considered for accommodations. I further understand that my requested accommodations may not be available at the study abroad site but that reasonable efforts will be made to provide alternative accommodations if possible.

2.3 I understand that if I do not make my medical and psychological needs known in a timely manner, this may delay my participation in the program until reasonable accommodations can be determined.

Initial: \_\_\_\_\_

2.4 If in the course of the program, my study abroad office or the program sponsor should determine in its good faith judgment that the health, safety or welfare of myself or others, or the integrity of the program, is jeopardized by my continued participation, I agree to withdraw or be subjected to expulsion from the program and return to the U.S. and in such cases may lose all academic credit for the program and remain responsible for the full payment of all program fees and transportation costs to return home.

**3. Personal Behavior.**



**3.1 I am subject to Minnesota State Colleges and Universities Board Policy 3.6 and applicable college or university *Student Conduct Code(s)* while participating in this program, in addition to all rules of conduct specifically established for this activity. I understand that if I violate the student conduct code or program rules of conduct, I may be expelled from the program, lose all academic credit for the program, and remain responsible for full payment of all fees and transportation costs to return home.**

3.2 At all times during my travel with the program, I agree to be in possession of a valid U.S. passport or, if not a U.S. citizen, a valid foreign passport or official travel document, and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek out, contact and reach the group, obtain accommodations during periods of delayed departure from any location, or return home.

3.3 I may not purchase, possess, and/or use any illegal or unauthorized drugs during the duration of the program, including free time. This ban covers drugs that are illegal in the United States and/or the country of participation. I understand that illegal drug purchase, possession, or use jeopardizes me, other students in the program, and the program itself. I understand that violation of this rule of conduct may result in immediate expulsion from the program and loss of all academic credit for the program. I further understand that I would remain responsible for the full payment of all program fees and costs of transportation home.

3.4 I understand that neither the program nor the U.S. Embassy can obtain release from jail if I am jailed for any reason.

Initial: \_\_\_\_\_

#### **4. Travel Risks and Waiver.**

4.1 I am responsible for informing an official representative of the program or of the college or university, in a manner designated, of any plans to travel during free time before, during, and after the period of the program. I understand that neither the college or university, nor its staff, agents, or representative are responsible for my travel outside program requirements. As a safety precaution, I agree not to travel to countries that are under a U.S. State Department travel warning or alert, or not recognized by the U.S. Government within the dates of this program.

4.2 I understand that there are unavoidable risks in travel abroad. I acknowledge that I have been provided website information for U.S. Consular Information, as well as the Centers for Disease Control information, on travel to, in, and around, my program site country; that I am aware of and understand the risks and dangers to my own health and personal safety posed by the use of public transportation to and from and in my site country, by domestic or international terrorism, and by civil unrest, political instability, terrorism, crime, violence, and disease in my site country. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around my site country.

4.3 I understand that political, social, and/or public health circumstances can change quickly in a country and that it may be necessary for the college or university to suspend a learning abroad program for health or safety reasons before the program term ends. While Minnesota State colleges

and Universities will make good faith efforts to mitigate expenses in such circumstances, I understand I may remain responsible for certain expenses.

**4.4 Waiver.** I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, release the Minnesota State Colleges and Universities, [name of college/university] and its staff, agents, and representatives, from any and all liability whatsoever for damages, losses, or injuries (including death) that I may sustain to my person or property, arising out of, resulting from, or occurring during my participation in the study abroad program or any travel incident thereto, except where such damage, loss or injury is the result of the intentional or reckless conduct of the Minnesota State Colleges and Universities, [name of college/university], its staff, agents, or representatives. This release applies to any loss of property, injury, illness, or death due to theft or other crimes committed by persons other than the employee or agents of Minnesota State Colleges and Universities of [name of college/university], political unrest, use of modes of transportation, and activities on the part of fellow participants, host family members, agencies, and organizations, persons, or groups with which Minnesota State Colleges and Universities or [name of college/university] contracts or recommends for the provision of services for the program. This release further applies to any independent travel or optional activities or sojourns that I may undertake during my experience abroad. This release does not apply to intentional, willful, or wanton acts of Minnesota state Colleges and Universities or [name of college/university], or its employees or agents.

Initial: \_\_\_\_\_

**5. Medical Authorization.**

**5.1** I authorize the college or university or its agents to secure medical treatment on my behalf in the event of a health emergency, and I accept financial responsibility for such medical treatment. I also authorize them to transport me back to the United States by commercial airline or otherwise for medical treatment. I agree that I am fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.

**5.2** I also authorize the college or university or its agents to release medical information obtained from me to a care provider or others in the event of a health emergency or as need to provide reasonable accommodations.

**Acknowledgement and Signature**

I acknowledge that I have had the opportunity to review this document, including with legal counsel. This Release and Waiver Agreement represents my complete understanding with the college or university concerning its responsibilities and liability for my participation in the program, and it supersedes any previous or contemporaneous understandings I may have had with the college or university or its representatives, whether written or oral. I agree that this Release and Waiver is to be construed under the laws of the State of Minnesota, U.S.A., and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER AGREEMENT AND ACCEPT EACH OF THE ABOVE RESPONSIBILITIES AND VOLUNTARILY SIGN THE RELEASE AND AUTHORIZATION FOR MEDICAL TREATMENT.**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Emergency contact name: \_\_\_\_\_

2. Phone Numbers: \_\_\_\_\_

Initial: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

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

Parent/Guardian Name:

Emergency Phone #(s):

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

## Publicity Ideas to Promote Your Program

### Study Abroad Web Site

Send study abroad program details to Study Abroad Coordinator to post on Metropolitan State's study abroad web site.

### Create a Brochure or Flyer

This could be a simple one page flyer highlighting your program.

### The Metropolitan

Contact the editor and request a story on your program.

### The Catalyst

Advertise your study abroad program in The Catalyst.

### Information Sessions

Host Information Sessions about your program.

### New Student Orientation

If applicable, a flyer highlighting your study abroad program could be included in orientation packets for new students.

### Approved Travel Companies or Institutions

#### Travel Companies:

- |   |  |                |
|---|--|----------------|
| 1. Education First (EF Tours)                 | <a href="http://www.eftours.com">www.eftours.com</a>     | 1-800-637-8222 |
| 2. National Educational Travel Council (NETC) | <a href="http://www.netc-leap.com">www.netc-leap.com</a> | 1-888-310-7120 |
| 3. Passports                                  | <a href="http://www.passports.com">www.passports.com</a> | 1-800-332-7277 |
| 4. University Educational Travel (UET)        | <a href="http://www.uet.com">www.uet.com</a>             | 1-800-525-0525 |
| 5. International Education Programs (IEP)     | <a href="http://www.iepabroad.org">www.iepabroad.org</a> | 1-800-437-3023 |

#### Institution and other:

- |                      |  |                |
|----------------------|--|----------------|
| 1. Augsburg College  | <a href="http://www.CenterForGlobalEducation.org">www.CenterForGlobalEducation.org</a> | 1-800-299-8889 |
| 2. Global Volunteers | <a href="http://www.globalvolunteers.org">www.globalvolunteers.org</a>                 | 1-800-487-1074 |

### Minnesota State Colleges and Universities and EF Educational Tours Addendum

#### EXHIBIT A

#### For Participation in EF Educational Tours' Global Rewards Program:

As of January 1, 2009, all group leaders have the option of opting out of this incentive program. Group leaders are automatically enrolled in this incentive program. However, by accepting the terms of conditions upon opting out the program, all points accrued and membership levels are forfeited.

- Because EF Educational Tours automatically enrolls group leaders in its incentive program, we ask any institution requiring instructors to forfeit incentive program participation to enforce the rules of the institution. EF can place alerts on accounts for MnSCU institutions alerting tour consultants of the schools requirements, but the institution must alert EF Educational Tours of any group leaders participating on a school-approved EF Educational Tour. Upon notification, EF will walk group leaders through the process of opting out of the Global Rewards program.

#### For Cash Stipends:

All EF Educational Tours Group Leaders are able to earn cash stipends for unused free travel spots. EF operates on a 6:1 ratio, allowing the group leader to invite an additional faculty member to join the tour for every 6 paying participants the group leader has enrolled on his or her tour.

- Because EF Educational Tours automatically calculates stipend amounts on group leaders' accounts, we would be able to alert tour consultants of the restrictions MnSCU intuitions have set for incentives and stipend earning. However, we would ask the institution to alert EF

Education of any group leaders participating on a school-approved EF Educational Tour. Upon notification, EF could either send a check to the school accounting office to be redistributed to participating students or for the school to allocate how it would like the group leader to use the stipend (i.e. gratuities for tour directors, on-tour emergency fund, and etcetera).

- Because MnSCU institutions would require group leaders to use free spots for faculty, EF would place an alert in the accounts indicating that free places are not able to use the spots for personal use (i.e., family members) upon notification from the school. However, because EF account management system does not allow EF to distinguish between individuals who are faculty and those who are not, it would be the responsibility of the MnSCU institution to enforce this rule.

To enforce these rules and regulations, MnSCU institutions can contact the EF College Study Tours relationship manager for Minnesota. The relationship manager would then work with the group leader's tour consultant to enforce the rules and regulations agreed upon between EF Educational Tours and MnSCU.

## Appendix E

### MINNESOTA STATE COLLEGES AND UNIVERSITIES (Type Tour Group Name here) ADDENDUM

This Addendum is entered into between the State of Minnesota, Board of Trustees of the Minnesota State Colleges and Universities on behalf of Metropolitan State University and its employees (Minnesota), (Type Tour Group Name here), its parents, subsidiaries and affiliates (“Service Provider”) to amend the *Group Leader Release and Agreement* (“Agreement”) for the (Type Name of Tour here) scheduled for (Type Inclusive Tour Dates here). Both parties agree to the following terms and conditions and expressly agree that to the extent that any of the following terms and conditions is in conflict with the terms and conditions of the Agreement, the following terms and conditions will prevail.

The terms and conditions of the Agreement are governed by the Agreement, this Addendum and any other amendments which are agreed to by both parties. Any additions or changes to the Agreement must be in writing and must be agreed to by each party by having the proper authorized designees sign each amendment, exhibit and addendum.

1. **State Audit.** The books, records, documents and accounting practices and procedures of the Service Provider relevant to the Agreement shall be subject to examination by the State and either the Minnesota Legislative Auditor or State Auditor as appropriate for a minimum of six years.
2. **Liability.** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for its own acts and the results thereof. The State’s liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, chapter 3.376, and other applicable law.
3. **Promotion.** Any promotion or publicity given the program or services provided under the Agreement, including, but not limited to, notices, information, press releases, pamphlets, or other public notices prepared by or for the Service Provider or its employees, agents or representatives or any subcontractors shall not identify the State, its employees or Minnesota State Colleges and Universities and shall not be release prior to approval by the State’s authorized representative.
4. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
5. **Non-discrimination.** The Service Provider recognized that it is the policy of the State to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Service

Provider agrees to adhere to this policy in operating the tour for all participants and in implementing the Agreement.

6. **Minnesota Government Data Practices Act.** Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data provided by the State under the Agreement and as it applies to all government data created, collected, received, stored, used, maintained, or disseminated by the Service Provider under the Agreement. To the extent that such data includes educational records, the provisions of the Family Educational Rights and Privacy Act, 20 USC 1232g; 34 CFR 99 (FERPA) also apply.
7. **Access to Service Provider Information.** The State agrees to use reasonable efforts to ensure that each tour participant has access to the Service Provider's Booking Conditions, conduct guidelines, and other applicable Service Provider information. Reasonable efforts, for the purposes of this provision, means that the State will distribute, as applicable, or inform participants of how they may access Service Provider information pertinent to the tour. The State's reasonable efforts should not be construed as in any way ensuring that participants have read or understood such information.
8. **Stipend or Incentive Payments.** The Service Provider shall not directly or indirectly pay any stipend, or incentive payment including, but not limited to, free or discounted travel to a State employee or an employee's family member as a result of participation under the Agreements. Any incentives or discounted travel offered by the Service Provider under the Agreements shall be credited to the State as it designates. The Service Provider shall handle all stipend and incentive payments in accordance with the procedures outlined in the attached Exhibit A herein incorporated in its entirety by reference.
9. **Authorization to Obtain Medical Care.** The Service Provider is authorized to obtain medical care on behalf of a State employee only in the event that the employee is incapacitated and unable to make decisions on his/her behalf. If such circumstances exist, the Service Provider agrees to use reasonable efforts to consult with the State or a designee of the employee prior to seeking medical care, or immediately thereafter if not practicable.
10. **Service Provider Reasonable Measures.** The Service Provider agrees that it will use its best efforts to avoid changes in the Type Inclusive Tour Dates here travel dates as scheduled. In the event that changes in travel dates become necessary, the Service Provider will inform all State participants immediately and permit withdrawal without penalty if unable to reach a satisfactory alternative agreement with said participants. The Service Provider further agrees that it will not terminate the services of a State employee as a Service Provider Group Leader without first consulting with the State and ascertaining that another Group Leader is in place.
11. **Insurance Requirements.**
  - A. The Service Provider shall not commence work under the contract until it has obtained all the insurance described below and the State has approved such insurance. The Service Provider shall maintain such insurance in force and effect throughout the term of the



contract and shall submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements, as requested.

**Commercial General Liability Insurance.** The Service Provider is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and as well as from claims for property damage, which may arise from operations under the Agreement by the service Provider or by anyone employed by the Service Provider under the contract and in case any work is subcontracted, the Service Provider will require the subcontractor to provide Commercial General Liability insurance. Insurance **minimum** limits are as follows:

- \$2,000,000—per occurrence
- \$2,000,000—annual aggregate
- \$2,000,000—annual aggregate—Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Contractual Liability
- State named as an Additional Insured
- State employees acting as “Group Leaders” named as Additional Insureds

Additional Insurance Conditions:

- Service Provider’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Service Provider’s performance under this Agreement;
- Service Provider’s policy(ies) and Certificates(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days’ advanced written notice to the State;
- Service Provider is responsible for payment of Agreement related insurance premiums and deductibles;
- Service Provider’s policy(ies) shall include legal defense fees within its liability policy limits;
- Service Provider shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A-(minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Service Provider’s policy limits to satisfy the full policy limits required by the Agreement.

- B. The State reserves the right to immediately terminate the Agreement if the Service Provider is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Service Provider. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

**Except as stated in this Addendum, the provisions of the above-referenced Agreement remain in full force and effect.**

**Tour Group Name**

**Minnesota State Colleges and Universities  
College/University Name here**

**By:**

**By:**

**Name:**

**Name:**

**Title**

**Title:**

**Date**

**Minnesota State Colleges and Universities  
Form and Execution**

**By:**

**Name:**

**Title:**

**Date:**