

## Guilford College and Comprehensive Rural Health Project Agreement

This Agreement is made between Guilford College (referred to as “Guilford” and “GC”) the Comprehensive Rural Health Project, a provider of experiential education supports in India, (referred to as “CRHP”).

The purpose of this Agreement is to outline the terms of agreement to provide educational supports in India for students who are enrolled at Guilford College. The program begins and ends in India on the dates indicated in Addendum A attached hereto. Travel days are in addition to this period.

### **Duration of Agreement**

The initial term of this Agreement (“Initial Term”) will be in effect beginning the date signed by Guilford College (“Effective Date”) and remain in effect for one year from the Effective Date unless either party notifies the other in writing of the desire to terminate the Agreement. The party wishing to terminate this Agreement early must give the other party at least three months’ written notice. Upon expiration of the Initial Term, this Agreement shall automatically renew for two additional one-year periods (each, a “Renewal Term”). Upon mutual written agreement, the parties may extend this Agreement for a fourth or fifth one-year term (also each referred to as a “Renewal Term”).

### **Number of Students**

The program is designed for between a minimum of 7 and a maximum of 20 students. By mutual agreement between the parties, more or fewer students may participate.

### **Guilford College’s Obligations**

- Advise potential students of the opportunities available through the program;
- Award appropriate college credit to students who successfully complete the program;
- Ensure that interested students meet the required qualifications: be in good academic and judicial standing
- Ensure that students provide registration information to CRHP;
- Ensure that students are enrolled in a travel health insurance plan meeting Guilford’s requirements; and
- Provide health and safety advice to the students before departure.

### **CRHP’s Obligations**

- Provide ground transportation, food, and lodging for students and an accompanying Guilford faculty members as outlined in Addendum A.
- Provide academic supports for experiential learning;
- Maintain risk management and emergency response procedures and communicate health and safety plans to students, Guilford faculty, and the Guilford College Study Abroad Office;

- Provide safe accommodations, as well as living and studying conditions. If any Guilford student feels unsafe, program coordinators must make arrangements to improve the situation for the student; and
- Report immediately any incidents, injuries, or risks to student or faculty members' health and safety to the Guilford College Study Abroad Office, so that proper support can be provided.

#### **Vehicle and driving expectations:**

- All vehicles provided must include comprehensive insurance for passengers;
- Each vehicle shall be driven by licensed and insured drivers at least 25 years of age and Guilford College students should not be permitted to drive;
- Seatbelts must be provided for all seats in vehicles.

#### **Insurance and Liability**

Guilford College and CRHP mutually agree that each will remain responsible for its own liabilities, damages, charges and expenses, and that neither shall by this Agreement transfer liability to the other. Guilford College and CRHP are respectively liable for breaches of this contract. Guilford College will ensure that all program participants are covered by medical insurance.

#### **Financial**

The cost of the program will be outlined in the bid proposals, contained in each Addendum, as provided by CRHP. On or before 5 months prior to the start of the program for any Renewal Term, Addendum A will be revised to reflect the updated scope of services and program dates for that Renewal Term, and the parties will sign and date the revised Addendum A in acknowledgement. April 26, 2019 is the final deadline for fall 2019 three-week student enrollment. Guilford College will provide a final roster no later than 30 days prior to the program start date. Based upon the final roster of participants, CRHP will invoice the balance of the program fees to Guilford. The final payment will be paid by wire transfer upon the participants' arrival in country. CRHP will accept payment by wire transfer.

#### **Refunds and Cancellations**

If the minimum enrollment is not met by Guilford College upon the final program deadline, Guilford College may cancel the program without any financial penalty or obligation, and CRHP releases Guilford College from all financial liability. Should Guilford College cancel the program after payment of the invoice, CRHP will immediately cancel all program activities and refund all unexpended funds.

#### **Force Majeure**

A party to this Agreement shall not have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which results from circumstances beyond the reasonable control of that party provided that it shall promptly notify the other party in writing when such circumstances cause a delay or failure and when such circumstances cease to do so.



**Payment**

Payment pursuant to this Agreement shall be made as earned, in whole or in part, from Guilford College. Financial obligations of Guilford College are payable after the current fiscal year, and are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The liability of Guilford College, at any time, for such payments shall be limited to the unexpended amount remaining of such funds.

**Compliance with Law**

CRHP and Guilford College shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**Choice of Law/Venue**

North Carolina law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. Venue for any legal proceeding arising from this Agreement shall be in Guilford County, North Carolina – USA.

[SIGNATURE PAGE FOLLOWS]

The parties agree to the terms of this Agreement and have executed this Agreement on the dates set forth below.

**COMPREHENSIVE RURAL HEALTH NETWORK:**

By: R. A. Arole (Signature)

Printed Name: Ravi Arole

Title: Director CRHP

Date: 4/18/2019

Guilford College:

By: Daniel F. Diaz

Daniel F. Diaz

Director, Study Abroad

Date: 4/17/2019

**Guilford College Payment for Services:**

By: Guilford College Study Abroad Office

Date: See agreed upon program start date

Payment will be made to the following account in USD currency:

Bank Name Standard Chartered Bank

Bank Address Oriental Building, 364, D. N. Road, Mumbai 400 001

Bank Account 22105002131

Swift SCBLUS33XXX

**EACH YEAR, CONFIRMATION OF PAYMENT ACCOUNT DETAILS WILL BE  
CONFIRMED OR REVISED, AS APPROPRIATE, USING ADDENDUM A TO THIS  
AGREEMENT.**

**Addendum A**

**New Addendum A to be completed for each program, signed and dated for each Renewal Year**

**Program Dates**

The program begins in Pune on August 24, 2019 and ends on September 6, 2019

**Scope of Services**

For programs details (Provider's scope of services), see attached "CRHP Proposal 2019"

**Program Costs**

The cost for the program in 2019 will be determined by invoice, based on an estimate 10 students and 2 Guilford College faculty.

**COMPREHENSIVE RURAL HEALTH NETWORK ACKNOWLEDGEMENT:**

By: R. R. Arole

Printed Name: Ravi Arole

Title: Director CRHP

Date: 4/18/2019

**ACKNOWLEDGEMENT:**

By: Daniel F. Diaz

Printed Name: Daniel F. Diaz

Title: Director, Study Abroad

Date: 4/17/2019