



# AGREEMENT

## Wayne State College Study Abroad in Ecuador

The Board of Trustees of the Nebraska State Colleges doing business as  
Wayne State College  
1111 Main St.  
Wayne, NE 68787  
U.S.A

Hereinafter referred to as "WSC"

and

Trek Ecuador  
Malvas EIS-359 y Gral Dumas  
Quito, Ecuador

Hereinafter referred to as "Provider"

WHEREAS, WSC requires the assistance of travel services at various locations in Ecuador for cultural, heritage and educational purposes; and

WHEREAS, Provider is an entity with the resources, experience and staffing to service the needs of WSC as described, Provider and WSC have entered into this AGREEMENT, effective September 13, 2019, through June 30, 2020. By January 15, 2020 WSC and the planning staff of Trek Ecuador will, through an addendum to this AGREEMENT, delineate the specific dates, locations, housing, transportation, tours, and number of Participants planned while WSC is in Ecuador;

NOW THEREFORE, in consideration of the above circumstances and of the mutual promises contained herein, WSC and Provider agree as follows:

**1. Duration:**

The Wayne State in Ecuador Program will take place in Ecuador from June 11, 2020 to June 24, 2020.

**2. Definitions:**

For purposes of this document, the term *Participant* shall mean WSC students and assigned faculty chosen for the Study Abroad Program in Ecuador. The term *Program* shall mean the activities and services to be provided by Provider for WSC during the dates listed in this AGREEMENT.

**3. Program:**

The services provided by the Provider will include, but not be limited to Housing, Transportation, Equipment, Tours, Food, English Speaking Guides who will be accessible throughout the duration of the trip, and Emergency Services as described below. WSC shall identify the *Participants* for the program. WSC shall also provide travel coordination for Participants between the United States and Quito, Ecuador and return.

**4. Housing:**

- During the pre-departure orientation, Participants will be briefed on expectations with respect to housing and accommodations during the trip. This briefing will include safety, security, privacy and facilities they may encounter during the trip.
- Provider will be responsible for arranging housing for the Participants for all nights while in Ecuador. Part of the stay will include housing as homestays June 13, 14, and 15th. A homestay is a form of study abroad that allows students to have a room in the home of a local family to better learn the local lifestyle as well as improve his or her language ability. Lodging accommodations shall include facilities for sleeping, showering and dining.
- For the homestays, Provider will be responsible for documenting criminal background checks for host families and providing those documents to WSC. Furthermore, Provider assesses host families for initial and continued employment by Provider based on compliance as described in Attachment A: Criteria for Assessing Homestays. Provider will furnish alternate housing for Participants should an issue arise that necessitates doing so, including the host family not complying with a condition of their agreement with Provider or if there is an incident of force majeure that could affect Participants.
- Provider shall arrange and provide accommodations that are in compliance with all applicable Ecuadorian governmental standards, with particular attention to those standards that guide safety and security.
- Provider shall provide a Code of Conduct for the Participants, to be followed and respected by each participating member throughout the travel experience. These shall include social and cultural norms that may be unique to Ecuador. This information will be provided to the Participants at the mandatory orientation.
- WSC will collect and submit to Provider any information required to facilitate housing for Participants.

**5. Transportation:**

- Provider will provide airport pick-up of the Participants from the entry airport and delivered to the designated hotel.
- All bus and plane transportation related to the agreed upon tours and excursions shall be arranged, provided and paid by Provider.
- Provider shall arrange transportation that is in compliance with all applicable Ecuadorian governmental regulations, including, but not limited to safety, licenses and permits, and insurance requirements.
- Provider will provide airport drop-off of the Participants from the last hotel on the agenda to the exit airport.
- WSC will collect and submit to Provider any documents necessary to purchase and secure tickets on public transportation necessary to carry out the terms of this AGREEMENT.

**6. Food**

- Provider will provide food including breakfast, lunch, and dinner daily. These meals may be provided by eating at local restaurants, in family homes, or be prepared by the Provider.

**7. Emergency Assistance:**

- Provider shall assist the WSC faculty leader in any attempt to communicate with WSC should the need arise or provide assistance to WSC should they need to contact a Participant. Should the faculty leader be unable to communicate, Provider will make the contact on behalf of the faculty leader.
- Should an emergency arise during the dates of this AGREEMENT or if there is political unrest in the country, Provider will assist the group in finding a *mutually acceptable* alternate location, re- scheduling parts of the Program, if possible, and will assist in evacuation procedures, if needed.

- If at any time after the start date of the Program, should a travel warning be issued by any official U.S. government agency telling American citizens not to travel to a city or country provided for in this AGREEMENT, WSC shall have the option to terminate this AGREEMENT and shall be entitled to a refund from Provider of all monies not expended by Provider and/or Provider's subcontractors.
- Should an emergency, health issue or otherwise, arise for a Participant during the Program, Provider will assist WSC in securing medical or other assistance, as deemed necessary by the nature of the emergency.
- All Participants will be provided adequate and valid health and accident insurance for the duration of the trip under a policy chosen by WSC. Further, WSC shall require all Participants to meet the required vaccinations for travel in Ecuador and inform all Participants of the recommendations and notices of the Center for Disease Control and Prevention for travelers to Ecuador. Health concerns and precautions will be included during the pre-departure orientation.

**8. Guides and Excursions:**

- Provider will provide English speaking guides for all sites and excursions during the Program.
- WSC will provide a faculty member who will be the faculty of record traveling with the group and providing educational leadership. The faculty leader's expenses while in Ecuador, other than salary, shall be built in to the costs and paid for by Provider.
- All entrance costs or fees for Participants to enter the cultural or heritage sites with guides shall be included in the per person program fee.

**9 Costs of the Program:**

- The per person cost of the Program fee for the 2020 Program to be paid to Provider by WSC will be based on the number of Participants on record on March 1, 2020.

The individual *Participant* trip charge for Provider will be based on the price chart below:

<u># of Participants</u>	<u>Price</u>
10	\$3,480.00 USD
11	\$3,290.00 USD
12	\$3,275.00 USD
13	\$3,130.00 USD
14	\$3,000.00 USD
15	\$2,970.00 USD
16	\$2,890.00 USD
17	\$2,800.00 USD

**10. Payment Schedule:**

Provider will send WSC an itemized invoice for payment. An invoice is required before payment can be authorized. The invoice is due to WSC by May 1, 2020. In the event any amount due under this AGREEMENT remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31<sup>st</sup> day after the due date at the rate specified in the Nebraska Prompt Pay Act, Neb. Rev. Stat §§81-2401 to 81-2408. In order for the payment to be made to Trek Ecuador by wire, complete wire details must be listed on the invoice.

**11. Refunds/Cancellations:**

- WSC will be granted a full refund if Provider cancels the Program at any point after February 1, 2020.
- If at any time after February 1, 2020 should a travel warning be issued by any official U.S. government agency telling American citizens not to travel to a city or country provided for in this AGREEMENT, WSC shall have the option to terminate this AGREEMENT and shall be entitled to a refund from Provider of all monies not expended by Provider or Provider's subcontractors.

- This program is subject to sufficient student enrollment. The minimum number of students required is 10 and the maximum number is 17. WSC will notify Provider of WSC's intent to hold the program and the number of Participants by March 1, 2020. If the minimum number is not met, WSC shall have the right to cancel the program for 2020.

**12. Liability Coverage:**

Provider is not required to carry liability insurance as a condition of this AGREEMENT.

**13. Designated WSC Representative:**

The designated WSC representative for purposes of monitoring and oversight of this AGREEMENT is:

Steven Elliott, Vice President for Academic Affairs  
Wayne State College, Wayne, Nebraska  
402-375-7208  
stelliol@wsc.edu

**14. Parties; Subcontractors; Assignment:**

References to the Provider and WSC include the Parties' officers, employees, agents, and independent contractors and subcontractors. The Provider agrees that no subcontractors shall be utilized in the performance of this AGREEMENT without the prior written authorization of WSC. Provider agrees not to assign or transfer any interest, rights, or duties in this AGREEMENT to any person, firm, or corporation without prior written consent of WSC.

**15. Governing Law; Amendment:**

This AGREEMENT will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This AGREEMENT may be amended at any time in writing upon the agreement and signature of both Parties.

**16. Signatures:**

This AGREEMENT is complete in two (2) originals and represents the entire agreement between the parties. The persons signing below for WSC and Provider have legal authority to bind that entity to this AGREEMENT and the obligations and commitments that are herein agreed.

**Trek Ecuador, Quito Ecuador**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Maria Isabel Endara, General Manager

**The Board of Trustees of the Nebraska State Colleges d.b.a. Wayne State College, U.S.A.**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Paul Turman, Chancellor

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Marysz Rames, President

**Attachment A: Criteria for Assessing Homestays**  
**SAN CLEMENTE COMMUNITY - IMBABURA PROVINCE**

1. Organized & Cleanliness:
  - A. Super clean.
  - B. Clients don't complain about cleanliness.
  - C. Fully functional smoke detectors and fire extinguishers in the house.
2. Location
  - A. The house is in a safe location.
  - B. Within walking distance of community house where meetings occur.
3. Hospitality
  - A. Treats WSC Students like family, welcoming.
  - B. Shows interests for hosting visitors.
  - C. No extra fees.
4. Working relationship with Provider
  - A. A background check, which includes, but not limited to, criminal history, will be conducted for all host families.
  - B. Professional and pleasant to deal with; always happy to help out.
  - C. Never discusses business arrangements with clients.
5. Food
  - A. Family makes food an important part of the home-stay experience.
  - B. Quality and quantity- clients are satisfied.
  - C. Knows how to cook vegetarian and vegan diets.
  - D. Fresh ingredients are harvested daily from their own gardens.
  - E. Community meals are an important part of the experience.
6. Supervision
  - A. There is always or nearly-always someone home.
  - B. Family is prepared to host young students.
7. Multiple Rooms
  - A. Home should feel comfortable and common areas for clients.
  - B. Family has at least 2 beds for Participants.
  - C. Have proper bathroom facilities.