



## VISITING STUDENT AGREEMENT

This VISITING STUDENT AGREEMENT (“**Agreement**”) is dated May 18<sup>th</sup>, 2018 and is

**between**                    **PIMA COUNTY COMMUNITY COLLEGE DISTRICT**, a political subdivision of the State of Arizona (“**PCC**”), located in Tucson, Pima County, Arizona, USA,

**and**                            **INSTITUTO DE BECAS Y CRÉDITO EDUCATIVO DEL ESTADO DE SONORA**, an entity organized under the laws of the State of Sonora (“**Entity**”), located in México.

### RECITALS

- A.    PCC is a public institution of higher education providing certificate and two-year degree programs as well as credit programs for transfer to universities granting bachelor degrees.
- B.    Entity is a Decentralized Public Institution of the State Government, whose purpose is to grant funding to people who are financially disadvantaged and have the desire and ability to study. Entity desires PCC and PCC is willing and able to host Entity’s designated students for an educational program at the PCC location in the United States for the duration and on the terms specified below. Likewise, the General Director of the Entity, C.P. Elma Yazmina Anaya Camargo, is authorized to sign this document in response to Article 27, Section III of the Ley del Instituto de Becas y Crédito Educativo del Estado de Sonora.

**NOW, THEREFORE**, in exchange of mutual promises and consideration set forth herein, the parties agree as follows:

### AGREEMENT

#### 1.    **DEFINITIONS**

For purpose of this Agreement, the following definitions apply:

“**Program**”- means PCC’s **International Program for English Language and Cultural Immersion and includes** a combination of academic (English as a Second Language (“**ESL**”) courses) and cultural activities designed for international visiting students, and completion of which is evidenced by a program certificate awarded by PCC to the attending students.

“**Visiting Students**” – mean the students of the Entity participating in the Program under this Agreement. For purposes of this Agreement, “student” also includes accompanying staff or faculty members, if any.

“**Student Visa**” means a travel document required by the U.S. Department of State for entry into the United States for purposes of study at PCC.

#### 2.    **THE PROGRAM**

- 2.1    **Program Dates:** PCC shall host Entity’s Visiting Students from June 15, 2018 until July 15, 2018, for a total of thirty one (31) days. Depending on the circumstances outside of either

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- party's control (e.g., travel delays), the start/end dates of the Program may deviate provided that the Program does not exceed thirty one (31) consecutive days total and the Program takes places in June/July of 2018. Any other deviations shall be made pursuant to a written amendment, as stated in Section 13.
- 2.2 **Program Details:** Details of the Program, including tentative schedule, are listed in Attachment A, which is attached to and made part of this Agreement. PCC reserves the right to amend the schedule, as may be needed, provided that such changes do not impact the Program Fee per Visiting Student.
- 2.3 **Housing; Insurance.** As part of the Program, PCC will provide Visiting Students during the term of this Agreement with living arrangements and health insurance coverage, details of which are described in Attachment A.
- 3. PROGRAM FEE; PAYMENTS**
- 3.1 For each Visiting Student under this Agreement, Entity shall pay PCC a Program Fee in the amount of two thousand nine hundred forty seven (\$2,947.00) dollars ("Program Fee"). The cost breakdown for Program Fee is provided in Attachment A.
- 3.2 All Programs Fee payments shall be paid in full to PCC by June 5, 2018. All payments shall be in the United States Dollars.
- 4. AGREEMENT TERM.** This Agreement shall commence as of the date of this Agreement's last signature ("**Effective Date**") and shall terminate on July 15, 2018, or, in the event a deviation of schedule occurred pursuant to Section 2.1, on such earlier or later date ("**Term**").
- 5. TERMINATION**
- 5.1 Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice.
- 5.2 PCC may terminate this Agreement at any time and with immediate effect by giving notice to Entity if Entity violates any provision of this Agreement.
- 5.3 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.
- 6. RESPONSIBILITIES OF ENTITY**
- Entity shall:
- 6.1 Designate a program representative to oversee the implementation of this Agreement and serve as a person of contact during the term of the Agreement;
- 6.2 Upon selection of qualified Entity Students, promptly notify PCC to enable timely application and approval of Student Visas. Entity shall also assist Entity Students with any documentation and paperwork completion related to the Student Visa application, as may be requested by PCC;
- 6.3 Provide all necessary and accurate information about PCC and the Program to its Students.
- 6.4 Assist Entity's Students in preparing and submitting any registration applications to PCC.
- 6.5 Assist with and provide feedback to the PCC representative for any post-Agreement reviews and evaluations of the Program's success.

**7. RESPONSIBILITIES OF PCC**

PCC shall:

- 7.1 Designate a program representative to oversee the implementation of this Agreement and serve as a person of contact during the term of the Agreement.
- 7.2 Assist the Entity Students with the Student Visa application process.
- 7.3 Provide health insurance coverage for Entity Students as required by Student Visa guidelines.
- 7.4 Provide access to all amenities and facilities otherwise made available to the party's regular student community.
- 7.5 Provide visiting Students will applicable policies and rules for student conduct. Timely inform the Entity of any misconduct by or against a visiting Student while at PCC.

**8. SCOPE OF RELATIONSHIP**

- 8.1 Neither the Entity nor any of Entity's employees or agents shall be deemed employees, agents, partners, or joint venturers of PCC, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 8.2 PCC is not obligated to formally admit the Entity's students or provide any educational opportunities other than those described under this Agreement.

**9. STANDARD PROVISIONS**

- 9.1 **CONFIDENTIALITY.** Entity shall keep confidential all information provided by PCC and information provided by PCC Students, including but not limited to personally-identifiable information and academic records, except when disclosure is required to perform obligations under this Agreement. The requirements of this Section shall survive expiration or termination of this Agreement.

- 9.2 **NON-DISCRIMINATION.** In performing obligations under this Agreement, neither party shall discriminate against any person on the basis of gender, gender identity, race, ethnicity, color, national origin, religion, sexual orientation, marital status, age, political views, and disability.

**9.3 COMPLIANCE WITH LOCAL LAWS; LICENSING**

- (a) Each party shall comply with all laws, rules, and regulations applicable to the party.
- (b) Entity shall maintain and keep current any licensing, certification, permit or any other prerequisite required by local laws for engaging in a student-recruitment business. Entity shall immediately notify PCC of any changes in its status.

- 9.4 **USE OF NAME, TRADEMARKS.** Neither party may use the name, logo, trademark and imagery of the other party in marketing and advertising activities without other party's prior written consent.

- 9.5 **NON-ASSIGNMENT.** Neither party may assign any rights or delegate any obligations under this Agreement to any other person or entity.

- 9.6 **NOTICES.** Any notice required under this Agreement shall be in written English and sent





by electronic mail to the other party. Notices shall be deemed valid upon receipt. Each party shall promptly notify the other of any changes to its address, facsimile number or electronic mail address.

**10. DISPUTE RESOLUTION**

- 10.1 In the event of a dispute arising in connection with this Agreement, the parties shall first endeavor to negotiate the matter between themselves in good faith.
- 10.2 In the event no resolution is reached through negotiation within thirty (30) days from the date the dispute has been brought to the attention of the other party, the parties shall submit to and follow the PCC's Dispute Resolution Process.
- 10.3 In the event the dispute cannot be resolved through use of PCC's Dispute Resolution process, the parties may proceed via Pima County Justice Court.
- 10.4 In all cases, governing law, jurisdiction, and venue shall be in accordance with Section 14 of this Agreement.

**11. SEVERABILITY**

- 11.1 If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded.
- 11.2 If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

**12. ENTIRE AGREEMENT.** This Agreement, including all Attachments, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any other agreements, whether written or oral between the parties.

**13. AMENDMENTS.** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

**14. GOVERNING LAW; JURISDICTION; INTERPRETATION**

- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, United States of America without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona, United States of America.
- 14.2 In case of linguistic ambiguities in interpreting this Agreement, the English version of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the persons duly authorized to execute this Agreement on behalf of PCC and Entity have executed this Agreement as of the last date indicated below.

A handwritten signature in black ink, appearing to be the initials "MK" or similar, located to the right of the "IN WITNESS WHEREOF" text.

**ATTACHMENT A to VISITING STUDENT AGREEMENT**

**PROGRAM DETAILS**

1. Enroll a minimum of 10 students for a 4-week program for the summer 2018 session.
2. The following dates will be established:
  - a. Orientation will be scheduled on Friday, June 15 at 1 pm
  - b. First day of classes will be Monday, June 18, 2018
3. Personalized course design: English courses (writing and grammar, reading and vocabulary, and oral communication).
4. Pre- and Post-evaluation test
5. Program Coordinator designated to organize activities and personalized support
6. Six hours a day of academic instruction from Monday to Thursday and activities on Fridays
7. Cultural learning elements as integral to learning acquisition
8. Cultural visits and integration to the community. (Visits to museums and community organizations, picnics, conversations with local community leaders, etc. These activities will be scheduled on Fridays, and if necessary on Saturdays)
9. Welcoming reception and graduation ceremony
10. Certificate of achievement from Pima County Community College District

**11. Sample Schedule**

Time	Monday through Thursday 4 week intensive classes	Fridays Cultural Activities
9:00 - 11:00	<u>Writing &amp; Grammar</u> Offered at the High Beginning, Intermediate, High Intermediate, Advanced and High Advanced Level	West Campus  Tucson  Southern Arizona
Coffee Break		
11:15 - 1:15	<u>Reading &amp; Vocabulary</u> Offered at the High Beginning, Intermediate, High Intermediate, Advanced and High Advanced Level	
Lunch Break		
1:55 - 3:55	<u>Oral Communications</u> Offered at the High Beginning, Intermediate, High Intermediate and Advanced Level	

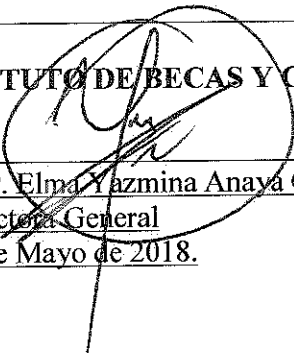
**12. Program Fee Cost breakdown**

Description	Cost
Tuition and fees	\$1,650
Books	\$180
Health Insurance (mandatory)	\$119
Public Transportation	\$48
Housing ✓	\$600
Meals ✓	\$350
<b>TOTAL</b>	<b>\$2,947 (per participant)</b>

For PCC  
**PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For **INSTITUTO DE BECAS Y CRÉDITO EDUCATIVO DEL ESTADO DESONORA:**



Signature: \_\_\_\_\_  
Name: C.P. Elma Yazmina Anaya Camargo  
Title: Directora General  
Date: 29 de Mayo de 2018.

**ATTACHMENTS:**

Attachment A – Program Details