

Affiliation Agreement

This Agreement is made between **Bloomsburg University of Pennsylvania** (hereinafter referred to as (“Bloomsburg University of Pennsylvania”)) and **Lakeland Tours, LLC dba WorldStrides** and all associated business entities, to include Lakeland Tours, LLC dba International Studies Abroad, LLC and The Education Abroad Network (collectively “WorldStrides”), having its corporate office located at 218 West Water Street, Suite 400, Charlottesville, VA, 22902.

Purpose of the Agreement: To define the terms and conditions of an affiliation between WorldStrides and Bloomsburg University of Pennsylvania.

Purpose of the Affiliation: To provide Bloomsburg University of Pennsylvania students greater opportunities and incentives to experience quality study abroad programs; to promote student interest in the educational programs and services of the WorldStrides programs; to facilitate enrollment of students in these programs; and to provide services to students that are in compliance with relevant federal and state laws.

Terms and Conditions of the Affiliation:

I. WorldStrides commitments and promises:

A. WorldStrides will (*please select one of the following*)

- Give a \$200 discount to any Bloomsburg University of Pennsylvania student who applies to an International Studies Abroad (“WorldStrides”) or The Education Abroad Network (“TEAN”) program after the signing of this affiliation agreement. The discount does not apply to Bloomsburg University of Pennsylvania students who participate on EuroScholars undergraduate research programs.
- Designate \$200 towards a grant fund for each Bloomsburg University of Pennsylvania student who participates on an ISA or TEAN program after the signing of this affiliation agreement. Calculation of student participants will begin with the date of signing of this affiliation and deposits to the grant fund will be made at the end of each calendar year. When calculating the amount to be deposited into the grant fund, only students who have paid in full for their program at that time will be included in the calculations. Students who applied to a program prior to the signing of this affiliation agreement will not be included in the calculations. Students who participate in EuroScholars undergraduate research programs will not be counted.

Up to 25% of the grant fund balance may be applied to a WorldStrides Custom Program, but that grant fund allocation may not exceed \$5000 in a calendar year. The grant does not apply to Bloomsburg University of Pennsylvania students who participate in EuroScholars undergraduate research programs.

When Bloomsburg University of Pennsylvania has identified the students that will receive a portion of the grant fund, WorldStrides must be notified before the payment deadline for each student’s program, allowing the grant amount to be applied to the student’s final balance.

- Not offer any special discounts or grants for students, being that Bloomsburg University of Pennsylvania will not allow for any special discounts or funds to be allocated specifically to students from Bloomsburg University of Pennsylvania.

B. WorldStrides will periodically invite a Bloomsburg University of Pennsylvania representative to participate in a site visit. The details of the site visits will be included at the time the invitation is extended.

C. Bloomsburg University of Pennsylvania advisors will be granted access to the Advisor Portals, web-based resources that allows advisors to find information about Bloomsburg University of Pennsylvania students participating in ISA or TEAN programs.

- D. WorldStrides will waive the standard late-fee for any Bloomsburg University of Pennsylvania students who apply to an ISA or TEAN program after the expiration of the published deadline. WorldStrides does reserve the right to reject a student's application; nonetheless, if the application is accepted, the late fees will be waived. Once the late application is accepted, the student will be given 10 days in which to submit all supporting documentation, forms, and full payment (or financial aid documentation). If the late applicant does not meet this special 10-day deadline, late fees will once again be applicable.
 - E. WorldStrides will provide Bloomsburg University of Pennsylvania with a supply of WorldStrides materials. WorldStrides will inform the Bloomsburg University of Pennsylvania Director of Study Abroad of any modification of the academic content, services or sites that appear in the WorldStrides materials.
 - F. WorldStrides will monitor the participation of Bloomsburg University of Pennsylvania students in the program and inform Bloomsburg University of Pennsylvania immediately if a student withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work or when a student is in danger of being dismissed from the program.
 - G. Students who complete an ISA or TEAN program will earn an official transcript from the host Bloomsburg University of Pennsylvania where they complete their coursework. The possible exception to this rule would be that of students participating in a Service-Learning or Internship program. Service-Learning and Internship participants often do not complete any coursework in addition to their placement. For all participants completing coursework abroad, the official transcripts of student's work will be forwarded to the Bloomsburg University of Pennsylvania registrar upon completion of the program.
 - H. WorldStrides agrees not to award any Title IV financial assistance to Bloomsburg University of Pennsylvania students and to inform Bloomsburg University of Pennsylvania if a student receives a WorldStrides scholarship. WorldStrides will work with the Bloomsburg University of Pennsylvania Financial Aid Office to ensure that any Bloomsburg University of Pennsylvania student who needs financial aid to pay for their WorldStrides program can complete the necessary financial aid paperwork in a timely manner. Furthermore, if a Bloomsburg University of Pennsylvania student does not plan to receive his/her necessary financial aid disbursement until after the beginning of his/her WorldStrides program, WorldStrides will allow that Bloomsburg University of Pennsylvania student to begin participation in the program without having paid WorldStrides the full program fees. However, this permission will only be granted to the student if and when the student provides WorldStrides with copies of the necessary financial aid documentation.
 - I. WorldStrides agrees to follow the guidelines of the Family Educational Rights and Privacy Act (20 USC 1232g).
 - J. The Terms & Conditions of WorldStrides Custom Programs are independent of those outlined in this agreement. WorldStrides Custom Programs Terms & Conditions are program specific and are outlined in the customized program proposal.
- II. Bloomsburg University of Pennsylvania commitments and promises:
- A. Bloomsburg University of Pennsylvania will allow an WorldStrides representative to visit campus at least once every semester. Bloomsburg University of Pennsylvania will announce the campus visit before the WorldStrides representative's arrival.
 - B. Bloomsburg University of Pennsylvania will invite an WorldStrides representative to attend any study abroad fairs hosted by Bloomsburg University of Pennsylvania.
 - C. Bloomsburg University of Pennsylvania will list WorldStrides, and/or specific associated business entities, as an affiliate on Bloomsburg University of Pennsylvania's study abroad or international office website and on any handout, brochure and relevant program materials available to Bloomsburg University of Pennsylvania students.

- D. Bloomsburg University of Pennsylvania will allow WorldStrides to include Bloomsburg University of Pennsylvania in its list of universities that have affiliations with WorldStrides. WorldStrides is free to distribute this list to anyone who inquires about this type of information. Furthermore, WorldStrides reserves the right to include this list in its official materials.
- E. Bloomsburg University of Pennsylvania will provide a link to the WorldStrides, and/or specific associated business entities, website on the Bloomsburg University of Pennsylvania website in any section where affiliated programs are listed.
- F. Bloomsburg University of Pennsylvania will allow any Bloomsburg University of Pennsylvania student to utilize federal financial aid for participation on WorldStrides programs if enrolling as a full-time student while abroad and if all appropriate financial aid procedures have been followed by the student. Bloomsburg University of Pennsylvania agrees to continue the enrollment of students at Bloomsburg University of Pennsylvania while participating in the program. Students shall be subject to the rules and regulations of the Bloomsburg University of Pennsylvania Office of Financial Aid and Title IV financial assistance regulations, including those regulations regarding full-time student status and progress toward a degree.
- G. Bloomsburg University of Pennsylvania agrees to accept credit for the course work provided under this agreement as per federal regulations governing Title IV student assistance programs.

Mutual Terms and Conditions

- A. The term of the agreement shall be five (5) years from the date of final approval by Bloomsburg University of Pennsylvania Legal Counsel for (5) years. This Agreement may not exceed a period of five years.
- B. Either part may terminate this Agreement for any reason with 90 days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the agreement terminate prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- C. The parties agree to continue their respective policies on nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- D. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- E. The relationship between the parties to this agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than independent contractors.
- F. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. The provision shall not be construed to limit the Commonwealth's rights, claims, or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the Bloomsburg University of Pennsylvania.
- G. This Agreement shall only be modified in writing with the same finality as the original Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

Confidential Information:

During the term of this Agreement, each party may have access to confidential, proprietary, and trade secret material of the other party in order for the parties to be able to perform their respective obligations under this Agreement. The proprietary and confidential information of the parties may include, but is not limited to, lists of current and former customers and schools, names of group leaders and school contacts, vendors and supplier lists, program designs and itineraries, information on business contacts within itinerary or briefing meeting packets (including names, titles, phone numbers, email addresses and place of business), and other data and specifications used in each party's business (collectively the "Confidential Information"). Confidential Information shall be considered confidential, proprietary, and trade secret material of the parties.

a) Each party shall maintain the Confidential Information in the strictest confidence and shall not disclose to any person any of the Confidential Information without the other party's prior written approval during the Term of this Agreement and for a period of 2 years following termination by either party. Each party agrees to use the Confidential Information only for the specific purposes authorized herein. Each party acknowledges that the Confidential Information must be held in confidence in order to enable the parties to preserve their respective trade secrets and marketing advantages. Each party agrees that upon the completion of its services or termination of this Agreement (and in any event upon the request of the other party), it will immediately return all Confidential Information, together with any additional materials developed related specifically and only to the Confidential Information, including without limitations, customer lists, sales data, written materials, memoranda, computer disks, and photocopies. Each party shall advise its employees, representatives, and agents who will have access to Confidential Information of each party's obligations and restrictions set forth above and shall take reasonable steps to ensure that such employees, representatives, and agents comply with such obligations. Each party agrees to use measures to protect the security of paper records containing PII (as defined below) that are reasonable in the circumstances. Each party agrees to notify the other party within forty-eight (48) hours of learning of any event that creates a substantial risk of unauthorized acquisition or use of PII or of other harm to any person whose PII is involved in the event;

b) Confidential Information shall not be deemed to include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known by that party prior to its receipt from the other party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by that party without reference to any of the other party's Confidential Information.

c) Each party may, in the process of performing under this Agreement, have access to personally identifiable information ("PII") about Group's customers, student customers, parent customers, employees, prospective student customers, and other third parties. PII may include, but is not limited to, name, e-mail address, phone number, mailing address, health information and records, and payment information including credit or debit card information.

d) Each party agrees to use Confidential Information and PII only as necessary to perform its obligations under this Agreement. Each party shall ensure that its employees, agents and contractors use Confidential Information and PII only as necessary to perform its obligations under this Agreement.

e) Each party agrees to maintain appropriate security measures to protect the confidentiality and security of Confidential Information and PII, and will require its agents and contractors to maintain appropriate security measures to protect such Confidential Information and PII. Each party agrees to comply with all applicable laws and regulations that govern the collection and processing of Confidential Information and PII, including all applicable information security and security breach notification laws, and shall require its agents and contractors to comply with all applicable laws and regulations, including information security and security breach notification laws, that govern the collection and processing of Confidential Information and PII.

f) Each party will notify the other party in writing immediately upon learning of: (i) any breach of the obligations set forth in this section, and (ii) any breach or compromise of the security, confidentiality or integrity of the Confidential Information or PII. Each party will cooperate fully with the other party to investigate the incident and mitigate and

remediate the adverse effects of any such incident, and will provide to the other party, all information, at the expense of the breached party, reasonably requested that is necessary to take appropriate action in response to the incident. The breached party shall reimburse the other party for actual costs incurred by the non-breached party in responding to, and mitigating damages caused by any breach or security incident, including all costs of notice or remediation.

Intellectual Property:

Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Any Intellectual Property developed by a party under this Agreement will remain the sole and exclusive property of the developing party.

Force Majeure:

Neither Bloomsburg University of Pennsylvania nor WorldStrides shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such Party, including (but not limited to) health epidemics, pandemics, terrorist acts, war, insurrection, embargoes, governmental restrictions, decrees or other acts of governmental authorities beyond the control of such Party (hereinafter referenced as a "Force Majeure Event"). Notwithstanding the foregoing, the Parties agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy its benefits because of to a Force Majeure Event, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement with immediate effect. Bloomsburg University of Pennsylvania is only responsible for payment obligations of all costs and fees earned or incurred prior to the uncontrollable events, including but not limited to unrecoverable 3rd party fees, expenses incurred by WorldStrides in carrying out its obligations under the agreement.

Relationship of the Parties:

With regard to this Agreement, WorldStrides and Bloomsburg University of Pennsylvania are independent and distinct contracting parties and WorldStrides and Bloomsburg University of Pennsylvania are not officers, agents, partners, joint ventures, or employees of each other. Neither WorldStrides nor Bloomsburg University of Pennsylvania shall, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the other.

Program Representatives:

The following individuals are designated to facilitate implementation of this agreement:

For Bloomsburg University of Pennsylvania:

Phillip Mensch
Program Coordinator
400 East Second Street, 236 Warren SSC
Bloomsburg, PA 17815
Ph. (570) 389-4973
pmensch@bloomu.edu

For WorldStrides:

Susan Farley
Vice President, Institutional Agreements & Financial Affairs
5301 Southwest Parkway, Suite 200
Austin, TX 78735
Ph. (512) 480-8522

sfarley@worldstrides.com

In witness whereof, the parties hereto have caused this Agreement to be executed as and of the day and year first written below.

For BLOOMSBURG UNIVERSITY OF PENNSYLVANIA:

Signature

Dr. Bashar Hanna

Name

President

Title

Date

Signature

Dr. Diana Rogers-Adkinson

Name

Provost

Title

Date

Signature

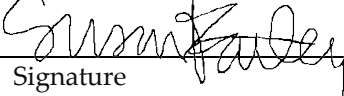
Name

PASSHE Legal Counsel

Title

Date

For WorldStrides:



Signature

Susan Farley

Name

Vice President, Institutional Agreements & Financial Affairs

Title

06/22/2021

Date