



July 24, 2023

Chief Operating Officer
Summer Sessions, Study Abroad, and Lifelong Learning (SSALLEX)

RE: Delegation of Authority 1058 Execution of Agreements

Effective immediately, in accordance with authority delegated to Chancellors by President Gardner on December 30, 1991, and redelegated on June 16, 2023, to me as the Acting Vice Chancellor of Finance, subject to the requirements set forth below I am redelegating to you, in your role as CHIEF OPERATING OFFICER - SSALLEX, the authority to execute certain service agreements that are required with outside organizations, agencies and individuals to implement approved EWSUM - Summer Sessions & Study Abroad programs and activities. The service agreements you are authorized to execute are those related to the business operations of EWSUM - Summer Sessions & Study Abroad, limited to those identified in Attachment A, as may be amended from time to time by written authorization of a representative of the Office of Business Contracts and Brand Protection ("BCBP"), after consultation with the Office of Legal Affairs.

This delegation replaces the authority previously issued to the Chief Operating Officer - SSALLEX on June 14, 2022.

One of the limits on redelegations under Delegation of Authority 1058 is that you may not execute agreements that (1) contain provisions falling within the restrictions and limitations set forth in Standing Order 100.4(dd)(9); (2) require approval of The Regents because of specific Regental policy; or (3) require approval by the President pursuant to specific memoranda issued from time to time. (Notwithstanding Standing Order 100.4(dd)(9), State of California Standard Agreements (Form STD2) that include an indemnity clause under which the University assumes liability for the conduct of persons other than University personnel may be executed.) While the service agreements you are authorized to execute will have been approved by the Office of Legal Affairs and the Office of Risk Services and should be in compliance with the above limits, please be vigilant for circumstances that may cause an agreement to fall outside of the limits.

In addition, please note the following special limits on your redelegation:

(1) Executed agreements must not deviate from the approved forms attached to Attachment A except for necessary program or event-specific information such as the name, address, and contact information of the contracting party; amounts due; workshop or project descriptions; dates; etc. Scopes of work must not include substantive contractual terms and conditions. Agreements that deviate from their forms in all other ways should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of The Regents.

(2) In accordance with standard BCBP protocol, agreements must be executed by the other party first. If necessary, exceptions may be made for agreements with schools or school districts and for agreements between the University and local, state or U.S. government agencies. Any agreements eligible for the exception will be identified in Attachment A. When an agreement is executed by the Regents first, every reasonable effort must be made to obtain a fully executed agreement from the other party. If special circumstances require a non-eligible agreement to be signed by the Regents first, the agreement should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of the Regents.

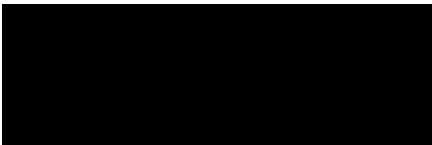
(3) EWSUM - Summer Sessions & Study Abroad must create a complete record for each executed agreement in the contract management system of the Office of Business Contracts and Brand Protection (or its successor), including a copy of the fully executed agreement.

All agreements under this re delegation must be executed in accordance with applicable University policies and procedures governing the particular transaction, including, but not limited to, the University's Business and Finance Bulletins, its relevant policies and guidelines issued by the appropriate functional areas within the UC Berkeley campus and Office of the President. In accordance with University policy, all agreements attached to Attachment A have been approved by the Office of Legal Affairs for the Berkeley campus or the Office of General Counsel. Other conditions as stated in President Gardner's December 30, 1991, letter apply but are not reiterated in this letter.

This authority may not be further re delegated.

Please contact the Delegations of Authority Coordinator Andrea Whipple-Samuel at contactdelegations@berkeley.edu with any questions you may have regarding this delegation of authority.

Signed,

A large black rectangular redaction box covering the signature of Benjamin E. Hermalin.

Benjamin E. Hermalin
Executive Vice Chancellor and Provost and Acting Vice Chancellor of Finance

Attachments: Registration Center Template
Government Educational Institution Template
Private Educational Institution Template

cc: Chief Campus Counsel David Robinson
Chief Audit and Risk Executive Jaime Jue
Campus Delegations Coordinator Andrea Whipple-Samuel

**UC BERKELEY SUMMER SESSIONS AGREEMENT
REGISTRATION CENTER**

This Summer Sessions Agreement (“Agreement”), effective as of [EFFECTIVE DATE] (“Effective Date”), is between The Regents of the University of California (“University”), on behalf of its Summer Sessions Office located on the Berkeley campus (“Berkeley Summer Sessions”), and [insert Registration Center name] (“Registration Center”). “Party” hereinafter refers to each Party individually, or collectively as “Parties.”

Background:

The Parties desire to promote the Berkeley Summer Sessions academic program (“Summer Sessions Program”) to Registration Center’s students subject to the terms and conditions of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties agree as follows:

1. Term

The term (“Term”) of this Agreement commences on [EFFECTIVE DATE], and terminates on [TERMINATION DATE] [LIMITED TO TWO YEAR TERM], unless terminated in accordance with the terms of this Agreement.

2. Non-Exclusive Agreement

This is not an exclusive Agreement, and University reserves the right to engage with other parties in the same geographic region.

3. Termination

The Parties may terminate this Agreement at any time upon thirty (30) days written notice. Termination shall not relieve the Parties of any obligations incurred under this Agreement prior to the termination date.

4. Communication Obligations

All correspondence between University and Registration Center will be in English. Registration Center will contact University in a timely manner if Institution wishes to discuss the Parties’ performance under this Agreement.

5. Registration Center Obligations

a) Advising Students.

- i. Registration Center will screen all prospective applicants to the Summer Sessions Program to ensure that each student who attends the Summer Sessions Program (“Summer Sessions Student”) has serious intent to study, and adequate English language skills to perform college level work in accordance with English Proficiency Requirement (EPR) policy (see <http://summer.berkeley.edu/international/english-proficiency-requirement>).
- ii. Registration Center will provide the Summer Sessions Students with information supplied by University on course content and participation requirements; will provide the Summer Sessions Students with campus policies related to the access of campus and campus facilities; will assist the Summer Sessions Students in selecting

an appropriate schedule of classes; and will advise and assist the Summer Sessions Students in securing the appropriate visa for their visit to the United States.

- iii. Registration Center, with the assistance of University, will also supply the Summer Sessions Students with practical information on housing, climate, clothing, transportation, banking, health insurance, recreation, and personal safety.

b) **Admissions and Registration.**

- i. Registration Center will have the Summer Sessions Students complete all information on the Berkeley Summer Sessions application. Registration Center acknowledges that Summer Sessions Students will need to give written permission to University for University to share their personal information with the Registration Center and be affiliated with that Registration Center. A Summer Sessions Student who has provided such written permission to University is referred to as an "**Affiliated Summer Sessions Student**". A Summer Sessions Student may elect to provide or not provide such permission on a voluntary basis. Accordingly, it is possible that some Summer Sessions Students will not provide such permission and, therefore, will not be Affiliated Summer Sessions Students.
- ii. Registration Center acknowledges that the completed I-20 application for each Summer Sessions Student must be received by University, in addition to all other valid, legible required documents at least five (5) weeks prior to the start of the Summer Session to ensure enough time for University to produce the I-20 visa document.
- iii. Registration Center acknowledges that Summer Sessions Students' enrollment in high-demand courses may result in that Summer Sessions Student being placed on a wait list. Wait lists are automatic functions of the University's registration system. If the Summer Sessions Student is unwilling to be on a wait list, they should either choose a different course with available space or cancel enrollment. Waitlisted courses do not count towards the units to qualify for or maintain F-1 student visa status.

6. **University Obligations**

University will provide the following support to Registration Center for the Term of this Agreement:

- a) **Promotional Support.** University will provide to Registration Center program and promotional materials about the Berkeley Summer Sessions program ("**Program Materials**"), including but not limited to copies of the preview of summer courses published in late fall and, upon request by Registration Center, course lists, and other materials as available. The costs of printing, shipping, and transmitting Program Materials will be paid by University.
- b) **Admissions and Registration.**
 - i. University will endeavor to issue the I-20s within five (5) weeks from the receipt of the completed application and all other valid, legible required documents. University is not responsible for delays or denials in the processing or issuance of visa by SEVIS, Immigration Services, U.S. Consulates, or Embassies. I-20s will be electronically and directly sent to Summer Sessions Students.
 - ii. If administrative delay or denial results in an Affiliated Summer Sessions Student cancelling his/her participation in the Summer Sessions Program prior to commencement of the Summer Sessions Program, University will refund all summer

tuition and fees that have been paid, except for the non-refundable Application Fee. In that situation, however, University shall not be responsible for refund of housing, airfare or other incidental expenses incurred by the Summer Sessions Student or Registration Center.

- iii. All students are required to adhere to the Berkeley Campus Code of Student Conduct while attending the Summer Sessions Program at the University.

7. Tuition Payment and Fees

a) Tuition Payment.

- i. Full payment of all course and other fees is required for registration by the Summer Sessions Student in the Summer Sessions Program. Fees may include Course Fees, Registration Fee, Document Management Fee, and any applicable program fees. University will not accept nor process any housing applications or payments.
- ii. All Affiliated Summer Sessions Students will receive a waiver for the International Service Fee. It is the responsibility of the Summer Sessions Student to correctly affiliate themselves with the Registration Center to receive this fee waiver. UC Berkeley is not obligated to provide a waiver of the fee if the Summer Sessions Student does not correctly affiliate themselves during registration.
- iii. There are two means for paying fees; please choose **one** method for payment for all Affiliated Summer Sessions Students associated with Registration Center:
 - Summer Sessions Students pay their fees directly to University, or by a University-approved payment processor (preferred method).
 - Registration Center may pay on behalf of its Affiliated Summer Sessions Students by a single bank wire or a single bank draft upon receipt of an invoice from University.

- b) **Payment Information.** University will provide Registration Center with detailed payment information.

c) Refunds and Settling Individual Summer Sessions Student Accounts.

- i. Published refund deadlines for courses in Berkeley Summer Sessions Program and other fees apply to all Summer Sessions Students.
- ii. University does not process housing cancellation or refund requests. Housing cancellations and refunds are handled by the entity with which Summer Sessions Students made housing arrangements.
- iii. It is the responsibility of Summer Sessions Students to verify the accuracy of their individual statement and settle any outstanding balances by the deadline indicated on the statement.

8. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Summer Sessions Program provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Registration Center acknowledges that the Summer Sessions Program is provided on an "as is" basis and is without warranties of any kind. Registration Center further acknowledges that it participates in the Summer Sessions Program at its own risk. The University will bear no responsibility for the success or failure of students in the Summer Sessions Program.



9. Limitation of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this Agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

10. Indemnification.

- a) University shall indemnify, defend and hold the Registration Center, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of University, its officers, agents, or employees.
- b) Registration Center shall indemnify, defend and hold University, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of Registration Center, its officers, agents, or employees.

11. Insurance.

Each Party shall keep in full force and effect during the Term, at its own expense, insurance or self-insurance as follows ("Insurance"):

General Liability (also known as Public Liability) Insurance with minimum limits as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement and shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Upon execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. Institution's Certificate of Insurance will be delivered to University's representative specified in Section 27 (Notices). Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

12. Copyright Ownership and License.

University shall own the copyright to any copyrightable works contributed or created by University in the performance of this Agreement.

13. University Name, Trademarks and Logos

Registration Center will not use the name of the University of California ("**UC**"), or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Registration Center, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at BCBP@berkeley.edu, provided however that Registration Center may use "University of California, Berkeley" in a non-stylized form, without any indicia of endorsement by the University, and in a factual, non-trademark manner solely to indicate that Registration Center participates in the Berkeley Summer Sessions Program. At all times, Registration Center agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. Registration Center will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Registration Center hereby expressly waives any right which it may have in University Marks. Registration Center recognizes the University's exclusive ownership of University Marks.

14. Data Security and Privacy

- a) **Compliance with Data Protection Law.** For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of Registration Center, Registration Center's applicable national and local laws on privacy and data protection, including all provisions of the European Union's General Data Protection Regulation (GDPR) and all provisions of the People's Republic of China's Personal Information Protection Law (PIPL), including notice and consent requirements, when applicable. In the event any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.
- b) **Protected Information, Student Privacy.** In addition to the general obligation to comply with Data Protection Laws, Registration Center agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual, including student information ("**Protected Information**") as follows:
 - i. Registration Center shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements;

- ii. Maintain and use any student information and personally identifiable information solely for the purpose of this Agreement;
 - iii. Not disclose any student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA;
 - iv. Return to University any student information with any and all copies destroyed, in the event that this Agreement ceases; and
 - v. Registration Center will comply with any University security requirements as the University may designate from time to time.
- c) **Non-Disclosure.** Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S. law (such as pursuant to a subpoena or, for the University, the California Public Records Act), or as otherwise authorized in writing by the other Party. In the event of expiration or termination of this Agreement, the requirements of this Section shall continue to apply to any Protected Information which continues to be stored, processed, or used by either Party following termination of this Agreement.
- d) **Breach Notification.** Registration Center shall inform University of any confirmed or suspected unauthorized access or disclosure of Protected Information immediately upon discovery, both orally and in writing, and fully cooperate with University in investigating and remedying the effects of such breach.
- e) Registration Center must reimburse University for reasonable costs related to responding to breaches impacting Protected Information caused by Registration Center. This includes all costs associated with notice and/or remediation of the breach.

15. Governing Law and Venue

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction and venue of the courts of the State of California of competent jurisdiction for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively situated in the County of Alameda, California.

16. Relationship of the Parties

The relationship of the Parties under this agreement is of independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

17. Force Majeure

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes, or any other similar occurrences beyond such

party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to Institution.

18. Assignment

Neither Party may assign this Agreement without the written consent of the other Party. In case such consent is given, the assignee will be subject to all of the terms of the Agreement.

19. Severability

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, unenforceable or void by a court of competent jurisdiction, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

20. Modification

This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

21. Integration

This Agreement, including any exhibits and addenda, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The Parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void.

22. Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

23. Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

24. Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

**UC BERKELEY SUMMER SESSIONS AGREEMENT
(GOVERNMENT EDUCATIONAL INSTITUTION)**

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Background:

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- iii. All students are required to adhere to the Berkeley Campus Code of Student Conduct while attending the Summer Sessions Program at the University.

7. Tuition Payment and Fees

a) Tuition Payment.

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- iii. There are two means for paying fees; please choose **one** method for payment for all Affiliated Summer Sessions Students associated with Institution:
Summer Sessions Students pay their fees directly to University, or by a University-approved payment processor (preferred method).
Institution may pay on behalf of its Affiliated Summer Sessions Students by a single bank wire or a single bank draft upon receipt of an invoice from University.

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c) Refunds and Settling Individual Summer Sessions Student Accounts.

- i. Published refund deadlines for courses in Berkeley Summer Sessions Program and other fees apply to all Summer Sessions Students.
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- iii. It is the responsibility of Summer Sessions Students to verify the accuracy of their individual statement and settle any outstanding balances by the deadline indicated on the statement.

8. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Summer Sessions Program provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Institution acknowledges that the Summer Sessions Program is provided on an "as is" basis and is without warranties of any kind. Institution further acknowledges that it participates in the Summer Sessions Program at its own risk. The University will bear no responsibility for the success or failure of students in the Summer Sessions Program.

9. Limitation of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this Agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

10. Indemnification.

Institution shall indemnify, defend and hold University, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its officers, agents, or employees.

11. Insurance.

Institution represents and warrants that: (i) it is a government or an agency or instrumentality or political subdivision thereof; and (ii) it cannot obtain third party insurance or maintain a self-insurance program that provides for loss reserves that are actuarially derived in accordance with accepted standards of the insurance industry and accrued or otherwise funded. Institution agrees that it will be liable under this Agreement in according with the terms hereof.

12. Copyright Ownership and License.

University shall own the copyright to any copyrightable works contributed or created by University in the performance of this Agreement.

13. University Name, Trademarks and Logos

Institution will not use the name of the University of California ("**UC**"), or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Institution, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at BCBP@berkeley.edu, provided however that Institution may use "University of California, Berkeley" in a non-stylized form, without any indicia of endorsement by the University, and in a factual, non-trademark manner solely to indicate that Institution participates in the Berkeley Summer Sessions Program. At all times, Institution agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. Institution will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Institution hereby expressly waives any right which it may have in University Marks. Institution recognizes the University's exclusive ownership of University Marks.

14. Data Security and Privacy

- a) **Compliance with Data Protection Law.** For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of Institution, Institution's applicable national and local laws on privacy and data protection, including all provisions of the European Union's General Data Protection Regulation (GDPR) and all provisions of the People's Republic of China's Personal Information Protection Law (PIPL), including notice and consent

requirements, when applicable. In the event that any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.

- b) **Protected Information, Student Privacy.** In addition to the general obligation to comply with Data Protection Laws, Institution agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual, including student information ("**Protected Information**") as follows:
 - i. Institution shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements;
 - ii. Maintain and use any student information and personally identifiable information solely for the purpose of this Agreement;
 - iii. Not disclose any student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA;
 - iv. Return to University any student information with any and all copies destroyed, in the event that this Agreement ceases; and
 - v. Institution will comply with any University security requirements as the University may designate from time to time.
- c) **Non-Disclosure.** Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S. law (such as pursuant to a subpoena or, for the University, the California Public Records Act), or as otherwise authorized in writing by the other Party. In the event of expiration or termination of this Agreement, the requirements of this Section shall continue to apply to any Protected Information which continues to be stored, processed, or used by either Party following termination of this Agreement.
- d) **Breach Notification.** Institution shall inform University of any confirmed or suspected unauthorized access or disclosure of Protected Information immediately upon discovery, both orally and in writing, and fully cooperate with University in investigating and remedying the effects of such breach.
- e) Institution must reimburse University for reasonable costs related to responding to breaches impacting Protected Information caused by Institution. This includes all costs associated with notice and/or remediation of the breach.

15. Governing Law and Venue

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction and venue of the courts of the State of California of competent jurisdiction for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively situated in the County of Alameda, California.

16. Relationship of the Parties

The relationship of the Parties under this agreement is of independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

17. Force Majeure

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes, or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to Institution.

18. Assignment

Neither Party may assign this Agreement without the written consent of the other Party. In case such consent is given, the assignee will be subject to all of the terms of the Agreement.

19. Severability

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, unenforceable or void by a court of competent jurisdiction, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

20. Modification

This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

21. Integration

This Agreement, including any exhibits and addenda, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The Parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void.

22. Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

23. Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

24. Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

25. No Third-Party Rights

Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of the Parties and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties.

26. Language

This Agreement is prepared in English. Any translation of this Agreement into another language shall be for reference purposes only. In the event of any discrepancy between the English version of the Agreement and any translation of the Agreement, the English version shall prevail.

27. Notices

Contact information for the above parties is as follows:

University of California
Berkeley Summer Sessions
1995 University Avenue Suite 130
Berkeley, CA 94704-7026

Email: hburney@berkeley.edu
URL: summer.berkeley.edu
Contact: Hannah Burney

[Insert Institution contact details]

Address:

Email:

URL:

Contact:

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[INSERT SCHOOL NAME]

Signature _____ *Date*

Name:

Title:

Signature _____ *Date*

Name:

Title:

**UC BERKELEY SUMMER SESSIONS AGREEMENT
(PRIVATE EDUCATIONAL INSTITUTION)**

This Summer Sessions Agreement (“**Agreement**”), effective as of [EFFECTIVE DATE] (“**Effective Date**”), is between The Regents of the University of California (“**University**”), on behalf of its Summer Sessions Office located on the Berkeley campus (“**Berkeley Summer Sessions**”), and [insert School Name] (“**Institution**”). “**Party**” hereinafter refers to each Party individually, or collectively as “**Parties.**”

Background:

The Parties desire to promote the Berkeley Summer Sessions academic program (“**Summer Sessions Program**”) to Institution’s students subject to the terms and conditions of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties agree as follows:

1. Term

The term (“**Term**”) of this Agreement commences on [EFFECTIVE DATE], and terminates on [TERMINATION DATE] [LIMITED TO TWO YEAR TERM], unless terminated in accordance with the terms of this Agreement.

2. Non-Exclusive Agreement

This is not an exclusive Agreement, and University reserves the right to engage with other parties in the same geographic region.

3. Termination

The Parties may terminate this Agreement at any time upon thirty (30) days written notice. Termination shall not relieve the Parties of any obligations incurred under this Agreement prior to the termination date.

4. Communication Obligations

All correspondence between University and Institution will be in English. Institution will contact University in a timely manner if Institution wishes to discuss the Parties’ performance under this Agreement.

5. Institution Obligations

a) **Advising Students.**

- i. Institution will screen all prospective applicants to the Summer Sessions Program to ensure that each student who attends the Summer Sessions Program (“**Summer Sessions Student**”) has serious intent to study, and adequate English language skills to perform college level work in accordance with English Proficiency Requirement (EPR) policy (see <http://summer.berkeley.edu/international/english-proficiency-requirement>).
- ii. Institution will provide the Summer Sessions Students with information supplied by University on course content and participation requirements; will provide the Summer Sessions Students with campus policies related to the access of campus and campus facilities; will assist the Summer Sessions Students in selecting an appropriate schedule of classes; and will advise and assist the Summer Sessions Students in securing the appropriate visa for their visit to the United States.

- iii. Institution, with the assistance of University, will also supply the Summer Sessions Students with practical information on housing, climate, clothing, transportation, banking, health insurance, recreation, and personal safety.

b) **Admissions and Registration.**

- i. Institution will have the Summer Sessions Students complete all information on the Berkeley Summer Sessions application. Institution acknowledges that Summer Sessions Students will need to give written permission to University for University to share their personal information with the Institution and be affiliated with that Institution. A Summer Sessions Student who has provided such written permission to University is referred to as an "**Affiliated Summer Sessions Student**". A Summer Sessions Student may elect to provide or not provide such permission on a voluntary basis. Accordingly, it is possible that some Summer Sessions Students will not provide such permission and, therefore, will not be Affiliated Summer Sessions Students.
- ii. Institution acknowledges that the completed I-20 application for each Summer Sessions Student must be received by University, in addition to all other valid, legible required documents at least five (5) weeks prior to the start of the Summer Session to ensure enough time for University to produce the I-20 visa document.
- iii. Institution acknowledges that Summer Sessions Students' enrollment in high-demand courses may result in that Summer Sessions Student being placed on a wait list. Wait lists are automatic functions of the University's registration system. If the Summer Sessions Student is unwilling to be on a wait list, they should either choose a different course with available space or cancel enrollment. Waitlisted courses do not count towards the units to qualify for or maintain F-1 student visa status.

6. **University Obligations**

University will provide the following support to Institution for the Term of this Agreement:

- a) **Promotional Support.** University will provide to Institution program and promotional materials about the Berkeley Summer Sessions program ("**Program Materials**"), including but not limited to copies of the preview of summer courses published in late fall and, upon request by Institution, course lists, and other materials as available. The costs of printing, shipping, and transmitting Program Materials will be paid by University.

b) **Admissions and Registration.**

- i. University will endeavor to issue the I-20s within five (5) weeks from the receipt of the completed application and all other valid, legible required documents. University is not responsible for delays or denials in the processing or issuance of visa by SEVIS, Immigration Services, U.S. Consulates, or Embassies. I-20s will be electronically and directly sent to Summer Sessions Students.
- ii. If administrative delay or denial results in an Affiliated Summer Sessions Student cancelling his/her participation in the Summer Sessions Program prior to commencement of the Summer Sessions Program, University will refund all summer tuition and fees that have been paid, except for the non-refundable Application Fee. In that situation, however, University shall not be responsible for refund of housing, airfare or other incidental expenses incurred by the Summer Sessions Student or Institution.
- iii. All students are required to adhere to the Berkeley Campus Code of Student Conduct while attending the Summer Sessions Program at the University.

7. Tuition Payment and Fees

a) Tuition Payment.

- i. Full payment of all course and other fees is required for registration by the Summer Sessions Student in the Summer Sessions Program. Fees may include Course Fees, Registration Fee, Document Management Fee, and any applicable program fees. University will not accept nor process any housing applications or payments.
- ii. All Affiliated Summer Sessions Students will receive a waiver for the International Service Fee. It is the responsibility of the Summer Sessions Student to correctly affiliate themselves with the Institution to receive this fee waiver. UC Berkeley is not obligated to provide a waiver of the fee if the Summer Sessions Student does not correctly affiliate themselves during registration.
- iii. There are two means for paying fees; please choose **one** method for payment for all Affiliated Summer Sessions Students associated with Institution:

Summer Sessions Students pay their fees directly to University by a University-approved payment processor (preferred method).

Institution may pay on behalf of its Affiliated Summer Sessions Students by a single bank wire or a single bank draft upon receipt of an invoice from University.

b) **Payment Information.** University will provide Institution with detailed payment information.

c) Refunds and Settling Individual Summer Sessions Student Accounts.

- i. Published refund deadlines for courses in Berkeley Summer Sessions Program and other fees apply to all Summer Sessions Students.
- ii. University does not process housing cancellation or refund requests. Housing cancellations and refunds are handled by the entity with which Summer Session Students made housing arrangements.
- iii. It is the responsibility of Summer Sessions Students to verify the accuracy of their individual statement and settle any outstanding balances by the deadline indicated on the statement.

8. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Summer Sessions Program provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Institution acknowledges that the Summer Sessions Program is provided on an "as is" basis and is without warranties of any kind. Institution further acknowledges that it participates in the Summer Sessions Program at its own risk. The University will bear no responsibility for the success or failure of students in the Summer Sessions Program.

9. Limitation of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this Agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

10. Indemnification.

- a) University shall indemnify, defend and hold the Institution, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of University, its officers, agents, or employees.
- b) Institution shall indemnify, defend and hold University, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of Institution, its officers, agents, or employees.

11. Insurance.

Each Party shall keep in full force and effect during the Term, at its own expense, insurance or self-insurance as follows (“Insurance”):

General Liability (also known as Public Liability) Insurance with minimum limits as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement and shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Upon execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. Institution’s Certificate of Insurance will be delivered to University’s 's representative specified in Section 27 (Notices). Each Party is required to give thirty (30) days’ advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

12. Copyright Ownership and License.

University shall own the copyright to any copyrightable works contributed or created by University and Berkeley Summer Sessions in the performance of this Agreement.

13. University Name, Trademarks and Logos

Institution will not use the name of the University of California ("**UC**"), or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Institution, its products or services. All uses of the University’s name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at BCBP@berkeley.edu, provided however that Institution may use "University of California, Berkeley" in a non-stylized form, without any indicia of endorsement by the

University, and in a factual, non-trademark manner solely to indicate that Institution participates in the Berkeley Summer Sessions Program. At all times, Institution agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. Institution will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Institution hereby expressly waives any right which it may have in University Marks. Institution recognizes the University's exclusive ownership of University Marks.

14. Data Security and Privacy

- a) **Compliance with Data Protection Law.** For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of Institution, Institution's applicable national and local laws on privacy and data protection, including all provisions of the European Union's General Data Protection Regulation (GDPR) and all provisions of the People's Republic of China's Personal Information Protection Law (PIPL), including notice and consent requirements, when applicable. In the event any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.
- b) **Protected Information, Student Privacy.** In addition to the general obligation to comply with Data Protection Laws, Institution agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual, including student information ("**Protected Information**") as follows:
 - i. Institution shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements;
 - ii. Maintain and use any student information and personally identifiable information solely for the purpose of this Agreement;
 - iii. Not disclose any student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA;
 - iv. Return to University any student information with any and all copies destroyed, in the event that this Agreement ceases; and
 - v. Institution will comply with any University security requirements as the University may designate from time to time.
- c) **Non-Disclosure.** Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S.

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This Agreement may only be amended in a writing, signed by the authorized representatives of the Parties.

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22. Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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27. Notices

Contact information for the above parties is as follows:

University of California
Berkeley Summer Sessions
1995 University Avenue Suite 130
Berkeley, CA 94704-7026

Email: hburney@berkeley.edu
URL: summer.berkeley.edu
Contact: Hannah Burney

[Insert Institution contact details]

Address:

Email:

URL:

Contact:

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[INSERT SCHOOL NAME]

Signature

Date

Name:

Title:

Signature

Date

Name:

Title: