

LIMERICK STUDENT EXCHANGE AGREEMENT

This Agreement is by and between the Santa Clara Unified School District, a California governmental entity (“District”), and the Santa Clara Sister Cities Association, a California non-profit corporation (“Association”). Collectively, the District and the Association will be referred to as the “parties.”

RECITALS

A. District has organized an event in which students from Limerick, Ireland, will be travelling to and visiting the City of Santa Clara.

B. Association values and wishes to promote the Sister Cities connections between the City of Santa Clara and Limerick, Ireland. District values student exchanges, for the educational benefit of both the students from Limerick as well as for the students of Santa Clara, and wishes to be supportive of such exchanges.

C. Students from Limerick will shadow high school students at one of the District’s comprehensive high schools.

D. The parties agree that a definition of responsibilities concerning this student exchange is in their mutual best interest.

NOW, THEREFORE, in consideration of the foregoing and certain other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

TERMS

1. Responsibilities of Association. The Association agrees that the Limerick student exchange is an activity of the District in which it will participate by:

(a) Assisting in the recruitment and vetting of host families for the students from Limerick;

(b) Referring to the District for fingerprinting and background checks for the adults in the host families, as well as any adult chaperones for activities provided by the Association involving the students from Limerick;

(c) Identifying adult chaperones and community leaders to support activities involving the Limerick students:

(d) Maintaining at least one million dollars (\$1,000,000) of general liability insurance per claim/occurrence to cover the Association, and with the District as an additional named insured;

(e) Providing meals and food arrangements for the Limerick students hosted by the Association as agreed upon by the parties;

(f) Assisting with daily activities for Limerick students throughout their visit.

2. Responsibilities of District. The District agrees to do the following in connection with the Limerick student exchange:

(a) Coordinating the visit of the Limerick students, including transportation, meal, housing, and activities throughout their stay;

(b) Arranging for visits to the District's comprehensive high schools, and including scheduling with the school for the day of the visit, notifying the teachers of the school concerning the visit, and providing instructional resources as appropriate to include the Limerick students in instruction;

(c) Facilitating the safe drop off and pick up of Limerick students at the school by host families, including a welcome by the school's principal;

(d) Ensuring that the students from Limerick are covered by medical insurance while traveling and in the United States.

3. Indemnification. Association agrees to indemnify, defend, and hold harmless the District, its trustees, administrators, employees, and agents, from any and all actions, causes of action, liability, claims and demands whatsoever, suits, judgments in law or equity, losses, costs of defense and reasonable attorneys' fees incurred therein, upon or by reason of any illness, injury, damage or loss which may be sustained by District or any of District's trustees, administrators, employees, and agents, which are caused by, arise from, are related to or are the result of, in whole or in part, Association's negligence in carrying out its responsibilities concerning the students exchange.

4. Covenant Not to Sue. Association agrees not to institute any suit or cause of action at law, equity, or otherwise against District, its trustees, administrators, employees, and agents for any indemnifiable claim.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the principles of conflicts of laws.

6. Entire Agreement. This Agreement constitutes the entire agreement between Association and District concerning the Limerick student exchange responsibilities. It may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument, but only one of which need be produced.

The undersigned have executed this Agreement to be effective as of the latest date signed.

**On Behalf of Santa Clara Unified
School District**

Santa Clara Sister Cities Association

By: _____ By: _____
Stanley Rose III, Ed.D., Raj Chahal,
Superintendent President

Dated: _____ Dated: _____