This CAMP OR PROGRAM AGREEMENT ("Agreement") is between TEXAS A&M INTERNATIONAL UNIVERSITY ("TAMIU"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, and (OTHER PARTY NAME), ("[OPN]").

[OPN] operates a camp/program entitled " _____" ("CAMP") and wishes to conduct CAMP on the campus of TAMIU in Laredo, Texas during the period from ___________, 20__ ("START DATE") through ___________, 20__ ("END DATE").

The Office of Continuing Education at TAMIU has agreed to sponsor CAMP and the parties agree to the following:

OBLIGATIONS OF [OPN].

1) At all times during CAMP activities, [OPN] shall provide no less than one adult supervisor per 15 participants (with an ideal ratio being one adult to 10 participants) to provide oversight for CAMP during its entire duration. [OPN] shall provide a CAMP Director ("[OPN] Director") that shall be responsible for oversight of all CAMP activities to ensure the safety of participants and shall comply with applicable TAMIU Rules and Procedures (available at [link] http://www.tamiu.edu/adminis/ohr/SAP.shtml; referencing 24.01.06.L1.01 Camp and Enrichment Program Procedures) The [OPN] Director shall be responsible for ensuring the whereabouts, at all times during CAMP, of all participants, minors and adults, under the [OPN] Director.

2) 30 days prior to the START DATE, [OPN] shall provide the following proof of insurance covering each CAMP participant and naming TAMIU and TAMUS as additional insureds: General Liability Insurance minimum coverage of $1,000,000 and Accident Medical Insurance minimum coverage of $25,000. Additional insurance may be required if automobiles/vehicles will be used during the CAMP. Copies of the Insurance Certificates or Binders, as well as immediate notice to TAMIU of any change to the insurance coverage, shall be sent to the address for notices specified below. [OPN] shall indemnify and hold harmless TAMIU and TAMUS from any claim relating in any way to CAMP.

3) [OPN] shall maintain a waiver of liability for each CAMP participant; TAMIU will provide the following document: Waiver, Indemnification, and Medical Treatment Authorization Form. Such waiver shall specifically include language releasing, waiving and discharging TAMIU, TAMUS, the TAMUS Board of Regents and the State of Texas from any liability for participant’s involvement with CAMP while CAMP is conducted in conjunction with TAMIU property. Additionally, all participants must have a Model Release Form and Emergency Contact Form. The above three documents must be submitted for all participants, minors and adults, participating in CAMP prior to participation in CAMP.

4) [OPN] may contract separately with TAM IU for certain services for CAMP such as the following: facility space on campus, housing, food services, parking, and facility and equipment rental to conduct CAMP activities. [OPN] shall be responsible to TAM IU for any equipment not returned at the end of CAMP and any equipment damaged during CAMP.

5) When reserving TAMIU services for TAMIU facility, housing, food, and other services, [OPN] shall provide TAMIU with a count of the number of expected participants no less than 30 business days in advance for housing services or facility services, ten business days in advance for food services, and seven business days in advance for all other services. After these time periods, [OPN] may not decrease the reservation numbers provided for the purpose of securing housing, food, and other services and shall be charged for such services in accordance with the reservation numbers provided. [OPN] may, upon availability and approval by the applicable TAMIU service provider, increase reservation numbers after the time periods set forth above. In such case, [OPN] shall be charged accordingly. The Office of Continuing Education reserves the right to charge for administrative services based on registration cost, quantity of individuals in program, and other variables. All fees will be discussed prior to execution and billing.

6) In the event of cancellation, [OPN] shall reimburse TAMIU for all non-cancelable commitments engaged by TAMIU if TAMIU is charged for commitments made on behalf of CAMP.

7) [OPN] shall remit payment to TAMIU, within 30 days of receipt of invoice, for all services rendered by TAMIU in hosting CAMP. Any invoices not paid within 30 days shall accrue interest at the highest rate
permitted by law. Any invoices remaining unpaid after 120 days shall be turned over to the Texas Attorney General for collection.

8) [OPN] shall provide TAMIU’s Office of Continuing Education with a final roster of all participants who attended any part of CAMP or participated in any CAMP activities within three days of start of CAMP.

9) TAMIU may terminate any activities of CAMP and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to TAMIU. [OPN] shall be responsible for any costs incurred in relocating any participants. Participants include minors and adults affiliated with CAMP.

10) Per TAMUS Regulation 24.01.06, [OPN] shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP has completed training and examination on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of the TAMUS-approved Child Protection Training course every two years with a passing score of 100%; (b) Training must be completed prior to the employees’ or volunteers’ interaction with minors, and new employees hired specifically for a position involving contact with minors at a CAMP must complete the training within the employees’ first five days of employment; (c) Submission of certificate to the office of Continuing Education prior to contact with minors on campus; and (d) A certificate of completion shall be kept on file for two years. The courses listed with the Texas Department of State Health Services available at [http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf](http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf) may be substituted for the TAMUS-approved Child Protection Training course.

11) Per TAMUS Regulation 24.01.06, OPN shall conduct criminal conviction and sex offender background checks for every individual hired or assigned to employee or volunteer positions involving contact with minors at a CAMP. Documentation that a search was conducted shall be maintained for a period of two years. Background checks can be processed by TAMIU Office of Continuing Education at a fee of $5 per check [?]. If [OPN] chooses an outside source the check must utilize a criminal history database and sex offender registration database (such as the TXDPS-Sex Offender Registry) for each adult employee and volunteer’s permanent address.

12) [OPN] shall provide TAMIU’s Office of Continuing Education all subsequent paperwork as required by TAMIU SAP 24.01.06.L1.01 Camp and Enrichment Program Procedures.

13) [OPN] shall ensure that all individuals involved with the CAMP are instructed to immediately make a report to local law enforcement if he or she has cause to believe that a minor’s physical or mental health or welfare has been adversely affected by abuse or neglect by any person.

14) [OPN] may not use the name or any adaptation of the name of TAMIU or any of its employees in any advertising, promotional, or sales literature without the advance written consent of that TAMIU.

MISCELLANEOUS

1) All notices or communications to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

Texas A&M International University
Office of Continuing Education
5201 University Blvd, PH 301A
Laredo, Texas 78041

[OPN]

2) This Agreement and all of the activities it contemplates shall be governed and construed in accordance with the laws of the State of Texas and venue for any suit under this Agreement shall be in Webb County, Texas.

3) This Agreement and its respective obligations shall not be assigned by [OPN] without TAMIU’s prior written approval. TAMIU may assign this Agreement to another member of TAMUS without further notice to [OPN].

4) Any breach of any of the terms of this Agreement shall be considered a default hereunder and TAMIU, in addition to exercising all remedies available at law, may immediately cease all CAMP functions until such default is remedied to TAMIU’s satisfaction.
5) This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

6) This Agreement may be terminated by TAMIU in its sole discretion if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event CAMP should be terminated for any of these reasons, all parties shall be relieved of all responsibilities hereunder, except as noted in [OPN]'s obligations listed above in paragraph 6, and this Agreement shall be of no further force or effect.

7) Director will ensure compliance with Regulation 24.01.06 and Standard Administrative Procedure 24.01.06.L1.01; http://www.tamiu.edu/adminis/ohr/SAP.shtml. Inability to comply may result in the closure of camp or program at TAMIU.

DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and [OPN] to attempt to resolve any claim for breach of contract made by [OPN] that cannot be resolved in the ordinary course of business. [OPN] shall submit written notice of a claim of breach of contract under this Chapter to Juan J. Castillo, Vice President, Finance and Administration of TAMIU, who shall examine [OPN]'s claim and any counterclaim and negotiate with [OPN] in an effort to resolve the claim.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

Texas A&M International University

Signature  
Provost  
Date

[OPN]

Signature  
Title  
Date