

Name: \_\_\_\_\_

Term: Spring / Summer (Mexico) / Fall 20\_\_\_\_

## Agreement of Cooperation

**THIS AGREEMENT INCLUDES A WAIVER OF YOUR LEGAL RIGHTS. READ BEFORE SIGNING.**

**Parties:** This agreement is between \_\_\_\_\_, the undersigned, (hereafter “volunteer”) and International Language Programs (ILP) for the terms of Volunteer’s participation in an ILP program.

**Duration:** The duration of the agreement will be one term (approximately 4-5 months), for the \_\_\_\_\_ term 20\_\_\_\_. (The actual dates of the beginning and end of the program will be, respectively, the date of the volunteer’s departure to the country where the center is located, and one day following the scheduled return date.)

**Upon the volunteer’s successful completion of the application and qualification process, ILP will:**

- 1) Assign volunteer to a host center licensed to use the ILP teaching method and which desires to enter an arrangement with volunteer to teach students of the center. The assigned host center will provide teaching facilities and students, housing, and food to its volunteer teachers as part of a separate arrangement with Volunteer.
- 2) Arrange travel with a transportation provider from the Salt Lake City airport to the airport most convenient (for ILP) to the location of the assigned host center (“Standard Routing”). Upon written request from the volunteer, ILP may elect, in its sole discretion, to provide airfare from an airport other than Salt Lake City provided that the cost and other effects of the alternative routing are substantially equivalent, as determined solely by ILP. Alternate routing generally joins the Standard Routing at some point in the routing, but in some cases will not. ILP will maintain ownership and possession of the ticket. Possession of a ticket may be temporarily given to volunteer for convenience only. The volunteer will not attempt to make (or cause to be made) changes to the itinerary after purchase of the ticket without express written permission from ILP directors. Any changes made with permission and costs arising from those changes (whether for travel or incidental expenses such as luggage fees, lodging, ground transportation, etc) will be the sole responsibility of Volunteer.
- 3) Provide training and support to volunteer for teaching children using McKee Language Systems and authorize volunteer to use materials, information, and teaching resources required to teach children using the method.
- 4) Visit the center to conduct evaluations and monitor program operations on a regular basis.

**The volunteer agrees:**

- 5) To complete all pre-departure requirements (submission of documents, pre-departure training, responding to communication from ILP, payments, etc.), including a \$2,520 program fee. Volunteer will be responsible for costs arising from Volunteer’s failure to complete pre-departure requirements in a timely manner.
- 6) To fulfill volunteer’s teaching commitment made to the host center by teaching from the beginning to the end of the teaching term. To cooperate with and accept reasonable instruction from host center and ILP staff, host center service providers, and maintain a harmonious relationship with other ILP volunteers. To respect the furnishings and property of the host center and host center’s service providers (including without limitation housing facilities provider, food providers, and host families). Volunteer will be liable for any damage to person or property caused by Volunteer. To make every effort to continue to maintain quality educational results and follow the McKee Language Systems methodology for teaching including without limitation: attending and participate in all in-service and administrative meetings, prepare and submit written lesson plans no less than one-week prior to teaching, facilitating and conducting evaluations and assessments, and preparing children for performances.
- 7) To protect ILP’s rights to the McKee Language Systems teaching method, curriculum, and materials by (a)not allowing any unauthorized person(s) to videotape, photograph, record, or reproduce teaching; (b)not distributing or disclosing any information or teaching materials, of any sort used in connection with McKee Language Systems for any use whatsoever, to any individual or entity without written consent from ILP. For proprietary materials, this obligation will survive and continue indefinitely beyond the duration of this

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agreement; (c) not allowing any unauthorized person to observe teaching or activities; (d) not teaching English as a foreign language to children age 4-16 years old for a period of 3 years after the end of the period of service within a 100 mile radius of any center using the McKee Language Systems, without explicit, written permission from ILP.

**Pre-departure termination of agreement (withdrawal of application).** The program fee is \$2520. If for whatever reason volunteer withdraws from the program prior to departure after being accepted, the volunteer will be responsible for the costs of application processing and withdrawal in accordance with the “costs of application withdrawal” schedule (see back page).

**Post-departure termination of agreement.** Should the volunteer prematurely terminate this agreement after departure, the volunteer agrees to the following: (1) return to the place of departure immediately; (2) pay any unpaid balance of the \$2520 program fee; (3) pay \$1,000 or the cost of the volunteer’s airfare, whichever is greater; (4) pay a \$1,500 fee for early termination of the agreement. If the circumstances merit, ILP reserves the right to reduce termination fees.

**Breach of agreement and/or dismissal.** Should the volunteer be dismissed from the program, for whatever reason, except for a material breach of this agreement by ILP or should the volunteer breach any part of this agreement, the dismissal or breach will be considered a termination of the agreement and the volunteer agrees to the terms for termination as set forth above.

**Medical or bereavement termination.** If after signing this agreement volunteer is required to withdraw from the program for medical conditions which are verified by a certified physician, and submitted to ILP in writing, or because of the death of an immediate family member (parent or sibling) the volunteer will be responsible for the cost of applicable expenses (training, airfare, visas, application processing, etc.) incurred in behalf of the volunteer up until the point that such written verification is submitted to ILP and any expenses related to volunteer’s early return (e.g. ticket change fees, transportation to airport, additional lodging, etc.) If the volunteer was aware of, at the time of application to the program, any conditions related to the medical problem and did not disclose information about it in writing to ILP on the program application or in the medical documentation, termination will be treated as a non-medical termination.

**Termination of the program:** If circumstances become such that ILP determines that this agreement has become impossible or its purpose is frustrated, ILP may terminate the program. The following circumstances, among others, may lead to a termination of the program due to impossibility or frustration of purpose: (1)force majeure: acts of government, war, natural disaster, labor disputes, political crisis, etc. (2)changes in government requirements or policies for visas make it impossible for ILP to procure required visas or entry permits (3)termination of the agreement between the host school and ILP (4)suspension or limitation of air transport that prevents or substantially limits travel. If ILP terminates the program due to circumstances that it determines make the agreement impossible or frustrate the purpose of the agreement and the determination is made:

- a) prior to departure, ILP’s liability will be limited to a refund of the program fee less applicable expenses (training, airfare, visas, application processing, etc.) and no other damages.
- b) after volunteer’s departure, ILP’s obligation and liability will be to assist in making arrangements for the volunteer’s immediate return to place of departure or re-assignment to an unaffected school.

**Fee Collection.** Should collection of volunteer’s financial obligation(s) to ILP become necessary, the volunteer expressly agrees to pay all costs of collection, including collection fees up to 50% of the unpaid balance, whether or not the account is turned to an outside collection agency. The volunteer agrees to pay all court costs and attorney’s fees should ILP or its agent attempt to collect in court.

**Jurisdiction and Venue.** The terms and conditions contained within this agreement shall be governed by the laws of the State of Utah and shall be construed and interpreted in accordance with those laws. Any action or proceeding brought by either party which is based upon or derived from or in any way related to this agreement

shall be brought in a court of competent jurisdiction within the state of Utah. The parties hereto consent to their personal jurisdiction of said court.

**THE FOLLOWING IS A WAIVER OF YOUR LEGAL RIGHTS. READ BEFORE SIGNING:**

**Assumption of risk and limited release.** I, the undersigned, understand that there are hazards and dangers involved with the program and my participation therein as a volunteer. My participation is voluntary and this agreement confirms my understanding of the following:

1. Risks of International travel. I understand that traveling and living in a foreign country involves risks not involved with living, teaching, or traveling in my country of residence. These include risks involved in traveling to and within, and returning from international locations; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards substantially below those enjoyed in my country of residence, and I recognize that I may be subjected to potential risks, illnesses, injuries, and even death. I have made my own investigation independent of information given me by ILP of these risks and risks that may arise, I understand these risks and assume them knowingly and willingly.

I also acknowledge that in teaching, living and traveling in cities abroad, I may experience problems typical to the areas where I teach, travel, and live including increased crime, pollution, high population density or standards of living and health standards (including food, water, building and medical standards) that are not equivalent to life in my country of residence. I will take every precaution to safeguard my health and safety and to protect my personal belongings from damage or theft. I acknowledge that ILP recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well being.

I have read and understood the U.S. department of State Consular Information Sheet about the country or countries to which I will travel and will read the U.S. department of State Consular Information Sheet about any countries I decide to travel to prior to traveling to those countries. The Consular Information Sheet is available at <http://www.state.gov>

2. Health Insurance; Medical Care; Health and Safety Concerns. I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. I carry valid and current medical insurance and have a valid insurance identity card to bring. I will maintain valid health insurance coverage including emergency evacuation coverage for the duration of this agreement and provide proof of such coverage to ILP prior to departure. I have determined that this insurance is adequate to cover injuries and illnesses that I may sustain for participating in the ILP program. My insurance covers care given outside of my country of residence. I also have access to adequate funds (e.g. credit card) to pay for medical care in a situation where services must be paid for in cash. I will be solely responsible for payment in full of all costs of medical care I may receive overseas or in transit or after my return.

I am also aware that if I purchase an International Identity Card through ILP, I must register/activate my card. The card is provided by the Council on International Education Exchange and the Student Travel Association which offer advice and limited support for emergency evacuation and medical assistance. I acknowledge that this card is a supplement to, not a substitute for, health insurance.

I understand and agree that if, during my participation in the program, ILP learns that I am experiencing serious health problems, have suffered an injury, or am otherwise in a situation that raises significant health and safety concerns, ILP may contact my parents or any other person whose name I have provided as an "emergency contact." I understand that ILP ordinarily will not initiate such contact without first informing me.

3. Standards of conduct. I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with ILP's code of conduct and rules; and with the policies of the host center, including polices with regard to housing (whether with a host family or in an apartment); I

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promise to act responsibly and will become informed of, and will abide by, all such laws, regulations, policies and standards. I agree that ILP has the right to enforce all standards of conduct described above. I understand and agree that if ILP is investigating or making inquiries into alleged or suspected conduct or actions that may result in my dismissal from the program or other disciplinary action, or if ILP is about to undertake any disciplinary action, ILP may contact my parents or the persons listed in my emergency contact information to apprise them of the situation and the alleged or suspected conduct or actions.

4. Housing, travel, and food arrangements. ILP does not represent or act as an agent for the host center or its service providers, nor is the host center or its service provider an agent of ILP. ILP cannot control the acts or omissions of any host family, host center staff or agent, transportation carrier, hotel or lodging facility, tour organizer, medical service provider, government agency, or other provider of food, goods or services. I understand that ILP is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living, traveling, or teaching. ILP does not conduct formal investigations or evaluations of host families or food providers selected by the host center that would allow ILP to warrant the safety or convenience of the services the host center provides, but will help with alternate arrangements with the same or another host center in the case that the assigned host center does not meet the obligations it makes with Volunteer with respect to providing reasonable housing, food, teaching facilities and other arrangements AND is unwilling to remedy the situation. ILP allows volunteers to travel during vacation periods but does not arrange or evaluate the safety of travel arrangements made by volunteer, the host center, or any individual or entity involved with such travel.

5. GENERAL RELEASE. Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the ILP program. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify ILP, and its officers, directors, staff, employees and agents, representatives, other volunteers, from and against any present or future claim(s), loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, related to my participation in the program (including periods in transit to or from the Volunteer's host center or during travel), resulting from any cause, including but not limited to ordinary or gross negligence.

I certify that I am age 18 or older. I have carefully read and freely signed this agreement, including the Assumption of Risk and General Release. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the state of Utah, which shall be the forum for any lawsuits filed under or incident to this agreement or the Program.

Volunteer (Print name): \_\_\_\_\_ For ILP: \_\_\_\_\_

Volunteer (Signature): \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Volunteer is under age 18, the parent and/or legal guardian must sign below:

I, the undersigned parent and/or legal guardian of the person listed above ("Volunteer"), do hereby consent to his or her participation in the ILP Program. I, as the parent of Volunteer and on behalf of Volunteer, release, hold harmless and agree to indemnify ILP, and its officers, directors, faculty, staff, representatives, employees and agents, other volunteers, from and against any present or future claim, loss or liability for injury to person or property which I or Volunteer may suffer, or for which Volunteer may be liable to any other person or entity related to the Volunteer's participation in the Program (including periods in transit to or from the Volunteer's host center or during travel), resulting from any cause, including but not limit to ordinary or gross negligence.

Parent/Guardian (Print Name): \_\_\_\_\_

Parent/Guardian (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

## Agreement of Cooperation Continued

### Costs of Application Withdrawal

**General Policy:** ILP makes arrangements for volunteers that require a significant amount of advanced planning. In most cases, arrangements for volunteers are based on “good faith” in the volunteers who have committed to teaching responsibilities. Considerable time, efforts, and money go into making these arrangements.

While unforeseen events may prevent someone with the best intentions from fulfilling commitments they have made, we feel that it is unfair to sponsors and other volunteers who fund the program to have to shoulder the financial burden of those who cannot fulfill their commitments. We are very sympathetic to unforeseen circumstances; however, we require applicants to pay for costs incurred on their behalf.

*The following schedule describes typical financial costs an applicant can expect in the case that they defer to a later semester. Fees are determined by the date that we receive a written notice of deferment.*

WRITTEN notice of deferment received...	Withdrawal Fee	Reapplication Fee
...31+ days before departure	\$0	\$30
...30-0 days before departure	applicable applicant costs*	\$30

\*Applicant costs are actual costs incurred in the volunteer’s behalf, including but not limited to airfare, visa fees, training costs, etc.

After the first deferment, any additional deferments must be approved by an ILP director.

*The following schedule describes typical financial costs an applicant can expect in the case that they withdraw from the program. Withdrawal fees are determined by the date that we receive a written withdrawal. (These fees do not apply to people who are dismissed for inappropriate conduct or breach of agreement.)*

WRITTEN withdrawal received <i>BEFORE</i> submitting a signed Agreement of Cooperation...	Withdrawal Fee**
...within 1 day of submitting \$30 application fee	\$0
...after submitting \$30 application fee	\$30

  

WRITTEN withdrawal received <i>AFTER</i> submitting a signed Agreement of Cooperation...	Withdrawal Fee**		
FALL SEMESTER	SPRING SEMESTER	SUMMER SEMESTER	
...before May 15	...before October 15	...before February 1	\$300
...May 15 – June 14	...October 15 – November 14	...February 1-- February 29	\$600
...June 15 – June 30	...November 15 – November 30	...March 1 – March 14	\$900
...July 1 – July 14	...December 1 – December 14	...March 15 – March 31	\$1500
...July 15 – July 31	...December 15 – December 31	...April 1 – April 14	\$2520
...August 1 – departure	...January 1 – departure	...April 15 – departure	\$3500

\*\* If an applicant withdraws from the program after deferring a semester, withdrawal fees are calculated from either the date of deferment or the date of withdrawal, whichever is closer to a departure date.

Volunteers are personally responsible for any applicable withdrawal fees. Contributions made in the volunteer’s behalf, other than those made by a parent, cannot be applied to withdrawal fees.

**By signing this agreement I agree to the terms described above, and authorize ILP to make all necessary arrangements for me as a volunteer. This written contract supersedes any verbal agreement or promise.**

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date