

AFFILIATION AGREEMENT

between

THE INTERNATIONAL PROGRAMS OFFICE OF
THE UNIVERSITY OF MASSACHUSETTS - AMHERST

and

LIVING ROUTES – STUDY ABROAD IN ECOVILLAGES

This Affiliation Agreement is entered into as of this 3rd day of May, 2011 by and between the International Programs Office (“IPO”) of the University of Massachusetts - Amherst, located in Amherst, MA, USA (“UMass-Amherst”) and Living Routes – Study Abroad in Ecovillages, USA (“Living Routes”), in recognition of the mutual benefits of interaction between the two institutions and to establish UMass-Amherst as the School of Record for Living Routes, hereby agree as follows:

I. PURPOSE

UMass-Amherst, recognizing the value of international cooperation, student activism, and study abroad, agrees to become the official School of Record for Living Routes.

The purpose of this MOU is to set forth how UMass-Amherst students may enroll directly as study abroad students in a Living Routes semester program and how non-UMass-Amherst students who are enrolled as study abroad students in the Living Routes semester program may receive transcripts from UMass-Amherst reflecting the work they complete during the semester.

This agreement does not preclude the possibility of developing a separate educational program at some time in the future, should such a program be of mutual interest to UMass-Amherst and Living Routes.

II. DEFINITIONS

In this agreement, unless the context will otherwise imply,

The Program: refers to the semester-long inter-disciplinary, academic program with courses and projects focusing on the context, strategy and tactics of Mexican social movements to be conducted by Living Routes and for which UMass-Amherst will serve as the School of Record.

School of Record refers to UMass-Amherst. In this capacity, UMass-Amherst will serve as the accredited academic institution, which is the academic records interface between Living Routes and any sending institutions.

Home institution or sending institution refers to the institution at which a Program participant intends to graduate

Program Participants refer to the students participating in the Program.

The Faculty Sponsor refers to the full time UMass-Amherst professor designated to oversee and provide academic support to individual courses of the Program.

III. TERMS

A. SELECTION OF PARTICIPANTS

1. Living Routes will set the admissions criteria, in collaboration with the Faculty Sponsors and, from the applicant pool, select a group of eligible students to attend the Program for one semester.
2. Living Routes will identify to UMass-Amherst, at the time of admission to the Program, those students for whom UMass-Amherst will serve as School of Record. Only those students that Living Routes identifies to UMass-Amherst at the time of admission to the Program will be issued UMass-Amherst College transcripts.

B. PROGRAM OFFERINGS

3. Living Routes offers semester, summer, and January-term programs focusing on sustainable community development.
4. Living Routes, in consultation with the Director of IPO at UMass-Amherst or a designee will conduct periodic reviews of Program offerings to ensure that they are consistent with UMass-Amherst's stated educational mission and purpose.

C. PROMOTION OF PROGRAMS

5. Living Routes will provide current catalogs and informational brochures annually to UMass-Amherst to assist UMass-Amherst in promoting the Program and advising prospective Program participants. UMass-Amherst agrees to use its best efforts to promote the Program and recruit students on an equal basis with other international study programs available to UMass-Amherst students.
6. Living Routes will design and distribute all promotional materials, including those for distribution at other sending institutions. Living Routes will be responsible for promotion of the Program at other institutions.

D. COURSE WORK AND EVALUATION

7. Living Routes faculty will be responsible for the evaluation of Program course work and independent study projects. All evaluations requiring UMass-Amherst credit are subject to additional review by the UMass-Amherst Faculty Sponsors.
8. Living Routes agrees to provide course syllabi, curriculum vitae, and evaluation criteria related to the Program to UMass-Amherst on a regular basis and upon request.

9. Students from sending institutions requiring transcripts from UMass-Amherst College will receive transcripts from UMass-Amherst.

E. FINANCES AND SERVICES

10. Living Routes' Executive Director and Board of Directors will set annual tuition costs, deposit amounts, and withdrawal/reimbursement policies for the Program.
11. Living Routes will collect a \$300 administrative fee from all students for whom UMass-Amherst College will serve as School of Record and will send a check for the amount of these fees payable to the "University of Massachusetts" and sent to the International Programs Office, 111 Thatcher Road, Amherst, MA 01002 by the start of each semester. The administrative fee will cover administrative costs and fees in UMass-Amherst's Registrar, Business, and International Program Offices. This fee will also cover any additional transcripts requested by Program participants at a later date.
12. Payment for the Program is the responsibility of each Program participant.
13. UMass-Amherst students participating in the Program will pay UMass-Amherst tuition as billed each semester by UMass-Amherst's Bursar's office. Living Routes will invoice UMass-Amherst directly for the participation of each UMass-Amherst student and UMass-Amherst will pay any Living Routes fees upon receipt of that invoice.
14. Living Routes will be responsible for assuring full and accurate accounting for all revenue and expenditures incurred by the Program. Both UMass-Amherst and Living Routes will be responsible for providing full and accurate accounting for revenue and expenditures involved in the administration of the Program. These accounting records will be made available to UMass-Amherst's Global Education Office by the end of each fiscal year (June 30).

F. RISK, LIABILITY AND INSURANCE

15. Living Routes will maintain a risk management plan to reduce accidents, injuries and property damage to both Program participants and employees. Participants will be required to read, to acknowledge receipt of, and to follow guidelines for behavior and safety stated in the Program's orientation materials. Standards for behavior and safety are in line with "Standards for Best Practices" outlined by the Forum on Education Abroad
(<http://www.forumea.org/documents/ForumEASStandardsGoodPrctMarch2008.pdf>)
16. Living Routes will maintain, at its own cost and expense, general public liability insurance in the minimum of \$2 million per occurrence for personal bodily injury and wrongful death claims and in the minimum amount of \$2 million per occurrence for property damage liability, to cover such liability caused by, or arising out of, actions, facilities, acts, or omissions of Living Routes and its

agents, and/or employees. Evidence of such insurance, in the form of a certificate of insurance, will be provided by Living Routes to UMass-Amherst upon UMass-Amherst's request. Living Routes will add UMass-Amherst to its policy as a named insured or as covered by a special endorsement. This coverage of UMass-Amherst under Living Routes's insurance policy in no way limits Living Routes's agreement to indemnify UMass-Amherst as set forth below in III(J)(1).

17. All Program participants will be required to show proof of health insurance valid outside of the United States and to purchase health insurance valid for the duration of the program or to make use of health insurance offered by Living Routes. Living Routes will use its best efforts to verify that each Program participant has health insurance coverage as required by this agreement and will provide documentation to UMass-Amherst of all health coverage upon UMass-Amherst's request.

G. RESPONSIBILITIES OF UMASS-AMHERST

18. UMass-Amherst will appoint persons in its International Programs Office to administer the Programs at UMass-Amherst and be responsible for the promotion, coordination and communication with other UMass-Amherst offices and Living Routes staff and faculty.
19. UMass-Amherst will sign any requested Financial Aid Consortium Agreements.
20. UMass-Amherst will create transcripts upon receipt of grades from Living Routes.
21. The Faculty Sponsors will share with Living Routes the responsibility of ensuring that the content and rigor of courses and the evaluation of student work are consistent with UMass-Amherst's standards.
22. UMass-Amherst will follow established procedures for approval of courses/programs.
23. UMass-Amherst will serve as permanent custodian of the academic records of Program participants.
24. UMass-Amherst will be responsible for the reliability, accuracy, responsiveness and consistency of the records and agreements related to this program.

H. RESPONSIBILITIES OF LIVING ROUTES

25. Subject to approval by UMass-Amherst, Living Routes will appoint persons to administer the Program at Living Routes and be responsible for promotion, coordination and communication with UMass-Amherst and other Living Routes staff and faculty.

26. Living Routes will whose credentials meet requirements of UMass-Amherst's accrediting body, the New England Association of Schools and Colleges (NEASC), and who is qualified by experience and/or training to review the Program's content and curriculum.
27. Living Routes and IPO will develop and maintain protocols for processes and communications regarding billing, registration, grades and transcripts for its semester programs.
28. Living Routes faculty will provide narrative evaluation for all UMass-Amherst Program participants as well as for Program participants from sending institutions that have requested that UMass-Amherst be their School of Record.
29. Living Routes will be responsible for providing all Program participant support services.
30. Living Routes will be responsible for assuring that all Program participants have equal and sufficient access to learning resources requisite for completion of the Program.
31. Living Routes will be responsible for the reliability, accuracy, responsiveness and consistency of these records and agreements related to this program.
32. Living Routes will be responsible for all health, risk and safety issues as may arise in connection with the Program.
33. Living Routes will maintain control over advertising and recruitment, admissions, and appointment of Living Routes faculty. Living Routes will share with the Faculty Sponsors the responsibility of ensuring that the content and rigor of Program courses and the evaluation of student work are consistent with UMass-Amherst's standards.

I. REVIEW, RENEWAL, TERMINATION AND AMENDMENT

34. This Affiliation Agreement will remain in force for 3 years from the date of its signing, with the understanding that it may be terminated by either UMass-Amherst or Living Routes giving notice to the other, in writing, no later than March 31 of any year. Termination will not affect Program participants already enrolled in the Program.
35. This Affiliation Agreement may be extended or renewed for an unlimited number of additional terms for an unlimited amount of years, subject to review at the end of each term, and with the written approval of both UMass-Amherst and Living Routes.

36. This Affiliation Agreement may only be amended in writing. Any written amendment, once approved by both UMass-Amherst and Living Routes, will be incorporated into this Affiliation Agreement.

J. LIABILITY/INDEMNIFICATION

37. Living Routes will share responsibility for Program participants, and the attendant risks, with Program participants' sending institutions. As the School of Record, UMass-Amherst assumes no liability in the case of expenses, loss, damage, costs, claims, suits, or proceedings sustained or incurred as a direct or indirect result of Program participation. Living Routes agrees to indemnify UMass-Amherst for any and all actions arising in connection with the Program.

K. CHOICE OF LAW/FORUM

38. This Affiliation Agreement is governed by and must be interpreted under the laws of the Commonwealth of Massachusetts, without regard to its choice-of-law provisions. Any action arising out of or relating to this Affiliation Agreement may be brought only in a court of competent jurisdiction within the Commonwealth of Massachusetts. Both UMass-Amherst and Living Routes consent to personal jurisdiction in Massachusetts.

L. NOTICE

39. Any proposed amendment to this Affiliation Agreement must be in writing and signed. Any such amendment will be served either personally or by prepared First Class Mail (or equivalent) mail in the country of origin or by electronic facsimile mail (FAX):

To UMass-Amherst:

International Programs Office
William S. Clark International Center
467 Hills South, 4th Floor
111 Thatcher Road
University of Massachusetts Amherst
Amherst, MA 01003-9335 USA

To Living Routes:

284 N. Pleasant St., Suite 1
Amherst, MA 01002

M. APPROVAL

40. This Affiliation Agreement will become effective upon approval and signature by the authorized signatories of UMass-Amherst and Living Routes on the date of the last signature.

IN WITNESS WHEREOF, the authorized representatives of UMass-Amherst and Living Routes have executed two copies of this Affiliation Agreement on the 3rd day of May, 2011.

For: UMASS-AMHERST


Signature: 

Printed Name: Erika Schlutz

Title: Dir. of International Programs

Date: 5/3/11

For: LIVING ROUTES

Signature: 

Printed Name: Daniel Greenberg

Title: Executive Director

Date: 5-3-11