



December 19, 2025

**Prairie View A&M University  
Executive MBA Program in South Africa  
May 2026**

**Memorandum of Understanding (MOU)**

Agreement between **Prairie View A&M University (Institution)** and Kaya Responsible Travel (Kaya)

**Program cost and participants numbers :**

Based on a minimum of 8 participants  
**USD\$3300 per person.** Based on 8-10 participants.  
(Including 2 free faculty)

**USD\$3200 per person.** Based on 11-13 participants.  
(Including 2 free faculty)

**USD\$3100 per person.** Based on 14-20 participants.  
(Including 2 free faculty)

**Single Room Supplement** (required for uneven student numbers; additional requested singles must be made at program confirmation date): **USD\$360**

**Daily rate for documenting students (videography & photography):** \$315 per day

**Post-production editing & montage (Recommended minimum 6 hours):** \$210 for 6 hours

Costs do not include international flights. International flight bookings will be made separately.

Prices quoted are based on the estimated number of full-paying participants and the inclusions listed in this agreement. **Additional student single room supplement will be applied for odd gender breakdown numbers.** Quoted prices are subject to change up until the Program Confirmation Date if minimum enrollment is not met, inclusions are added, and/or in the event of circumstances beyond Kaya's direct control.

**Program Inclusions:**

- 7 nights shared accommodations (2 per room) at Cape Town Hotel Lodge; faculty will be provided with single rooms
- Includes 20 meals as follows: B-7, L-6, D-7)
- English-speaking, on-site group leader accompanying the group for day-time activities, and available 24/7 in case of emergency
- Group transfers to/from airport and program locations in comfortable private transport with A/C and wifi
- Welcome Orientation and Health and Safety Overview
- Excursion and entrance fees for: Table Mountain; Robben Island; A Conversation with Lionel Davis
- Business site visits and case studies as per itinerary
- Gratuities for included meals, drivers, and guides
- US \$5Million liability insurance to protect you and your participants

**Program Exclusions:**

- International flights and/or domestic flights
- Photography/Videography filming and editing fees (see quote above)
- Medical, travel, or cancellation insurance
- Recommended and/or required vaccinations and medicines
- Visas
- Single room supplements (based on availability, gender breakdown and student requests)
- Additional gifts for host companies
- Personal expenses, such as snacks, souvenirs, meals outside of itinerary, free time activities/fees, transportation outside of itinerary, or baggage fees
- Laundry services
- Additional WiFi beyond provided hotel WiFi

Items not listed in program inclusions, including but not limited to additional meals, optional entertainment and excursions; excess baggage fees; all personal items; such as telephone calls, laundry expenses, individual room service; additional gratuities for bus drivers/local guides; departure taxes (if applicable); passport and/or visa expenses. Many countries require passports to be valid for up to six months after the scheduled return date and some require a visa to enter the country. This is the responsibility of the participants to obtain an up to date passport and visa (if applicable) prior to the program departure date. Non-US citizens will also be responsible for researching and obtaining any visa if applicable. No refund will be issued for those that require an updated passport or a visa that do not obtain the proper documentation prior to the program.

**Itinerary:**

*\*Timings may change based on availability and weather*

**Day 1, Tuesday, May 12 | Arrival and Orientation in Cape Town (Boxed Dinner)**

Overnight: Cape Town Hotel Lodge

**Day 2, Wednesday, May 13 | Trip to Robben Island, Visit Veldskoen, Meet Lionel Davis and Welcome Dinner (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 3, Thursday, May 14 | US Embassy, PepsiCo and Eskom Case Study (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 4, Friday, May 15 | Langa Township Experience, Philippi Village Development Hub, Table Mountain and Grand Africa (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 5, Saturday, May 16 | The Sustainability Institute Case Study, Klein Goederust and Dinner at Tokara Wine Estate (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 6, Sunday, May 17 | Deep South Distillery Case Study and Farewell Dinner at GOLD (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 7, Monday, May 18 | Veldskoen Pickup and Free Time (B,L,D)**

Overnight: Cape Town Hotel Lodge

**Day 8, Tuesday, May 19 | Departure (B)**

Overnight: Cape Town Hotel Lodge

**Payment Schedule, Cancellation and Refund Policy:**

**Timeline with tentative start date of May 12, 2026**

Date	Due	Refund Policy
Wednesday, February 11, 2026 ~90 days prior to departure	Program Confirmation Deadline - At this date, the institution must confirm if the program is running and will provide a confirmed number of participants, gender breakdown and requested single rooms. Upon this confirmation, the institution is liable to commit to payment for non-refundable deposit for confirmed group numbers. (\$1000 per participant)  At this time, Kaya will provide 2 invoices: - Non-refundable Deposit invoice (\$1000 pp): Due for immediate payment	Before this date, there is no penalty for cancellation. After Feb 11, 2026, and up until 61 days, 100% of the program cost will be refunded, less the non-refundable program deposit PLUS any unrecoverable costs approved by the Institution.

	- Balance payment: Due for payment by March 13, 2026	
Friday, March 13, 2026 ~60 days prior to departure	Final Payment Deadline - Payment must be cleared to Kaya by this date.  Complete Payment Participant List Due  Complete Enrollment Sheet Due  Participants added after this date will be considered on a case-by-case basis but will not affect the per-participant cost if the addition of individuals moves the price into a different tier per the MOU.	After 60 days, and up until 46 days, 50% of the program cost after any unrecoverable expenses and the non-refundable deposit are deducted will be refunded.
Friday, March 27, 2026 ~45 days prior to departure	Non-Refundable Deadline	After 45 days, 0% of program fees will be refunded.
30 days after program completion	Any refunds will be processed or additional costs invoiced within 30 days of program completion.	

Where the institution experiences uncertainties about program confirmation prior to the program confirmation deadline or final payment deadline, they may request a meeting to discuss the possibility of an extension to these deadlines. Any agreement will be provided as an addendum to this MOU and must be confirmed prior to the deadline in question.

In cases where deadlines are moved, Kaya cannot guarantee that all itinerary elements can be fulfilled or bookings held as per the original MOUed itinerary.

Cancellations must be submitted in writing and will be noted based on the date that Kaya receives the notification. Trip cancellation insurance is strongly recommended.

Kaya reserves the right to cancel or suspend a program at any time if Kaya deems that participant health or safety is at risk. If Kaya fully cancels or suspends a program before departure for health or safety reasons, the above cancellation policy will apply. If Kaya cancels or suspends a program that has already begun, for health or safety reasons, no refunds will be issued. Any refunds in excess of amounts guaranteed by the above policies are solely at the discretion of Kaya.

Kaya reserves the right to cancel or suspend a program if payments are not received by the due dates. Kaya is unable to make any booking on behalf of the program prior to receipt of payment or proof of transaction.

**Insurance:**

Kaya programs do not include medical insurance coverage as standard, but may be requested as an additional program element. We understand that most institutions prefer to use their institutional insurance provider and we can maintain lower program costs by avoiding duplicate coverage. All participants on a Kaya program are required to provide proof of medical and accident travel insurance coverage for the duration for their program which includes medical coverage, emergency evacuation assistance and repatriation of remains. It will be the responsibility of the participant to determine whether or not their medical and accident insurance is adequate for their personal circumstances, and, if not, to obtain any other insurance needed to supplement the provided insurance package.

Additionally, Kaya recommends Trip Cancellation, Cancel For Any Reason (CFAR) and Interruption For Any Reason (IFAR) insurance for all institutions and participants to provide optional coverage for program fees in case of incidents and during uncertain times. Kaya can provide recommended plans on request.

**Housing Deposits and Damages:**

The sending Institution will be billed after the program for any damages done to the housing by participants while onsite. The Institution will be notified of damages within 30 days of program departure date and will be given adequate documentation of said damages. It is suggested that the school pre-collect a refundable deposit from students and hold these funds on behalf of the participants.

**Housing and Homestays:**

If a participant expresses dissatisfaction or discomfort with the housing facilities or homestay host family, they must inform the local Kaya team representative and explain their issues. Kaya must be given the opportunity to address the issue at hand, and if the concern is agreed to be reasonable by Kaya and the Institution representatives, and it cannot reasonably be remedied, Kaya will relocate the Participant to a different housing facility or host family as soon as is reasonably possible. Additional charges incurred, if any, will be discussed with and agreed in writing by the Institution and Kaya prior to relocation.

**Late Changes Policy:**

Kaya reserves the right to accept or reject any program changes after the Program Confirmation Deadline. All program changes submitted within 45 days of departure are liable to a late change fee of \$250 per change. In addition, the contracted institution will be liable for additional fees incurred by these late changes. These changes include, but are not limited to: enrollment adjustments, dates of travel, coach travel times, excursions, meals, lecture space, change of faculty, etc.

Details for all institution-arranged visits, including but not limited to guest speakers, business visits, and specially arranged tours, are due to Kaya no later than the Final Payment Deadline. Kaya must be made aware of the date, time, and location of the visits in order to ensure program continuity. Any such changes made within 45 days of departure, including but not limited to change of date, time or location of institution-arranged visits, may, at Kaya's discretion, be accommodated based on availability and a late change fee of \$250 may be applied.

Where Kaya are notified by the institution about specific potential late changes prior to the Program confirmation deadline, the late fee may be waived, but any additional incurred fees may still be applied.

**Guest Policy:**

Guests, family members, and spouses of students and/or faculty are not included in program fees, bookings or reservations unless specifically enrolled as a paying participant. No participants or faculty may bring a guest into program housing or on program activities unless express written permission is provided. Guests will be subject to participant deposits and fees, depending on their participation level (Full Participant or Partial Participant). Guest fees must be fully paid by the Final Payment Deadline listed in this agreement. Guests must be disclosed to Kaya upon the Program Confirmation Deadline stated above and are required to sign a Guest MOU and Release of Liability and Code of Conduct Agreement at the time of enrollment. All minor guests (under 18) must be accompanied by an adult or guardian, other than the faculty leader, for the full duration of the program. Any guests who are not disclosed upon the Program Confirmation Deadline may, at Kaya's discretion, be accommodated based on availability, and may be subject to a late change fee (\$250). Kaya strongly advises guest arrangements to be planned so as not to interfere with the academic integrity of the program or the logistics organized for the participants.

**Management, Responsibility and Assumption of Risks:**

Kaya assumes no responsibility for events beyond its reasonable control, including but not limited to, Acts of God (Force Majeure), strikes, flight delays, mechanical malfunctions related to transportation, onsite changes by institutions or vendors, illness, and epidemics.

Neither Kaya nor any employee or appointee nor any other person, party or organization or agency collaborating with Kaya shall be responsible or liable for any injury or loss, accident or damage, delay or deviation or curtailment, howsoever caused or arising or the consequences thereof, which may occur during any part of the travel or program or during such free time as participants may elect to spend independently, unless the injury or loss, accident or damage, delay deviation or curtailment is solely caused by Kaya's gross negligence. Kaya staff will oversee the program itinerary and may change the itinerary at any given time without notice, based on unforeseen circumstances. Kaya cannot be held responsible for any costs associated with accommodating for these unforeseen circumstances.

To the extent permitted by law, Kaya shall not be liable to the Institution or any participant for any incidental, consequential, special, punitive or other indirect damages. Kaya is not acting as an "agent" for any onsite Institution or any vendor or other third party associated with the program. In no event shall Kaya be liable to the Institution or any participant under this Agreement for any amount in excess of the amount received from the Institution or its participant for this program.

While Kaya monitors global health and safety risks on an ongoing basis, participants are responsible for appraising themselves about local conditions and the risks associated with participation in this particular program. It is the participant's responsibility to understand the risks and take proper precautions, including ensuring that they have received all necessary vaccinations before departure.

**Participants may be required to be fully vaccinated against COVID-19 for certain programs based on local regulations (including preferences of onsite organizations).** Kaya recommends all participants to be fully vaccinated against Covid-19 in case local regulations change during the course of a program.

Kaya reserves the right to refuse any applicant admission to any program if he or she is deemed ill suited for the program.

The institution accepts that Participants will be subjected to various physical and emotional demands and accepts that the standard of living, including food, hygiene and accommodation in the relevant country may differ from the general standards of their own country. The institution also understands that while Kaya seek to minimize risk wherever possible within our control, is it impossible to remove all risk and certain risks may exist, including, but not limited to, hazards of traveling in remote areas; travel by automobile, van, bus, airplane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; personal injury or illness from the local environment; or negligent acts of third parties. The institution asserts that it knows, understands and appreciates these and other risks inherent in the Program, agrees that participation is completely voluntary and assumes all risks associated with the Program.

Kaya shall have no responsibility for any activities undertaken by Participants outside the scope of those directly relating to the Program, including activities, which may have been recommended by Kaya staff, or its partners within the location. Any information provided by Kaya, including but not limited to information about visas, vaccinations, healthcare, climate, group sizes and packing requirements is given in good faith for information and educational purposes only but without responsibility on the part of Kaya or its partners.

**Emergency Response Management and Behavioral Expectations:**

If a participant becomes ill or incapacitated during the program, Kaya may take any action deemed necessary for the safety and well-being of the individual, other participants, Kaya staff and the local

community, including securing medical treatment at the participant's expense and transporting the participant home. In the event of an emergency, Kaya will respond according to Kaya's risk management plan, which will be supplied to the institution upon request, and update and inform the institution as information becomes available. Kaya retains the right to contact the participant's parent(s)/guardian with regard to health issues or any matter that relates to the participant's program.

Under the terms of this agreement, the institution accepts that participants will be asked to agree to certain obligations to Kaya, its community, and other program participants in the form of a Kaya Code of Conduct. If in-country directors determine a participant fails to comply with the Code of Conduct, Kaya retains the right to remove participants from the program, following consultation with the institution. Participants asked to leave under these circumstances will not receive a refund. Any participant expelled from the program is responsible for all costs incurred for their return home.

**Indemnity:**

The Institution shall indemnify and hold harmless Kaya, its affiliates, and their respective trustees, directors, officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character including, without limitation, costs of suit and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the Institution or any of its trustees, directors, officers, employees, representatives, agents or program participants. Unless specifically indicated otherwise in the Agreement, the parties shall not assume responsibility for the acts or omissions of the other party. This provision shall survive the expiration or termination of this Agreement.

**Termination:**

This MOU may be terminated by either party by written notice at any time before the Program Confirmation Deadline as set forth in the Payment Schedule.

**Participant Agreement:**

All participants must agree to the Kaya group participant agreement as a condition of participation. (<https://docs.google.com/document/d/1ooUlsmRYAjSUHGibH6ajPUWJ61EqwFgh57tLHTkCUqQ/edit>) The Institution will provide access to all participants to ensure agreements are signed by participants prior to program start.

**Acceptance of MOU:**

Kaya requests written acceptance of this MOU to prepare program materials, make the relevant bookings, and to confirm agreement to the payment schedule and refund policies. Please sign and date below to confirm that the components listed in this MOU fulfill your program requirements. This will enable us to prepare your program materials accurately.

**Authorized Signatures:**

Designated Program Coordinators

***Kaya Responsible Travel***

Emily Tong

Printed Name

Signature

Feb. 5, 2026

Date



**Institution**

Betty Ricks-Harris

Printed Name

Signature

2/18/2026 | 11:17 AM CST

Date

Betty Ricks-Harris

**Primary Faculty Leader**

Name:

Title:

Date:

Signature:

By signing above, I acknowledge that I have reviewed the itinerary, inclusions and policies outlined in this document. I understand that all program arrangements are subject to availability and contingent upon meeting the program confirmation deadlines outlined above.

**PRAIRIE VIEW A&M UNIVERSITY**  
**INTERNATIONAL SERVICE PROVIDER ADDENDUM**  
*US Based*

The following terms and conditions are incorporated into and form a part of the Agreement (“Agreement”) between Kaya Responsible Travel (Kaya) (“PROVIDER”), an independent international service provider located within the United States, and Prairie View A&M University (“PVAMU”), a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, for customized international programs that PVAMU and PROVIDER conduct during the Term of the Agreement (“Program”). The following terms and conditions are hereby incorporated and made a part of the Agreement to either replace or supplement the terms of the Agreement, as applicable. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. All terms used herein and not otherwise defined shall have the meaning as in the Agreement. PVAMU and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” “Participant” refers to PVAMU students who use PROVIDER services.

**Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon PVAMU’s request, PROVIDER shall promptly deliver to PROVIDER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU’s or the state’s sovereign immunity.

**Program Cost.** The cost for the Program shall be as set forth in the Agreement and/or Program itinerary, and PROVIDER shall not increase the prices or change the schedule of Program activities or materially reduce the kind or quality of Program goods and services without the prior written consent of PVAMU .

Invoices for services performed under this Agreement shall be submitted to the following:

Prairie View A&M University  
Financial Management Operations  
Email: [payables@pvamu.edu](mailto:payables@pvamu.edu)

The following information should be included on all invoices:

PVAMU Contract Number: C26-05-24174  
 PVAMU Purchase Order Number (if applicable):  
 Department Code: 05-CLBU

**1. Cancellation.** In the event that PROVIDER cancels the Program for any reason and is not able to provide an alternative Program that is acceptable to PVAMU , it shall, within 30 calendar days after cancellation of the Program, refund to PVAMU and/or each Program Participant respective, 100% of PVAMU 's and the Participant's payment. Both Parties agree to negotiate in good faith a cancellation due to a force majeure event.

**2. Liability Release.** PVAMU understands that there are certain dangers, hazards, and risks involved in international travel and in the activities included in the Program that could include serious or even mortal injuries and property damage. To cover part of these risks, PROVIDER has contracted general and professional liability insurance. PVAMU understands that Participants may be required to sign a Program contract and liability release form. PROVIDER will email the contract to the Participant and ask that s/he submit it signed to PROVIDER.

**3. Insurance and Safety.** PROVIDER shall procure and maintain the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
\$1,000,000 Disease/Employee	
\$1,000,000 Disease/Policy Limit	

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which services are to be performed for PVAMU . Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

<b>B. <u>Commercial General Liability</u></b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of the Agreement.

**PROVIDER Insurance.** PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to PVAMU . By requiring such minimum insurance, PVAMU shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to PVAMU at least ten days before the effective date of the cancellation.

**C. Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for PVAMU . Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

**D. Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

**E. Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**F. Umbrella Liability Insurance** \$5,000,000

**G. Professional Liability (Errors & Omissions)**

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

- H.** PROVIDER shall deliver to PVAMU evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- I.** Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Texas A&M University as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- J.** All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and PVAMU .
- K.** All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to PVAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- L.** Any deductible or self-insured retention must be declared to and approved by PVAMU prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.

- M. Certificates of insurance and additional insured endorsements as required by this Agreement must be mailed, faxed, or emailed to the following :
- N. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by

Department of Contract Administration

Prairie View, Texas 77446-0519

[contracts@pvamu.edu](mailto:contracts@pvamu.edu)

All insurance policies, with the exception of worker's compensation and employer's liability, and professional liability (if applicable) will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Prairie View A&M University as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Prairie View A&M University.

All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to PVAMU . The terms and conditions of the contracted insurance shall be attached to the Agreement as "Certificate of Liability Insurance." PROVIDER is not relieved of any liability or other obligations assumed pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to PVAMU . Failure to maintain insurance coverage as described above will be considered a default under the Agreement. PROVIDER certifies that it and its employees have the background, training, experience and necessary licenses to perform properly the services to be delivered under the Agreement. PROVIDER acknowledges that PVAMU in entering into the Agreement, reasonably expects PROVIDER to be aware of all applicable safety standards and necessary safety procedures and practices to be able to perform the services to be delivered under the Agreement without injury to the A&M System, PVAMU , and their respective regents, employees, Participants, and any third parties.

**4. Host Families.** If a PVAMU Participant expresses dissatisfaction or discomfort with the host family, PROVIDER will relocate the Participant to a different host family at no additional cost to PVAMU or the PVAMU Participant. PROVIDER will notify PVAMU of the relocation. Any claims that result from loss or damage caused by a PVAMU Participant will be the sole responsibility of the Participant, not PVAMU .

**Use of Name, Logo, and Trademarks** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party

may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

**5. Relation of Parties.** The relationship between the Parties under the Agreement shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership or agency between the parties. As independent contractors, each Party is responsible for its own debts, obligations, acts and omissions, including payment of all required withholding, social security and other taxes or benefits of its employees. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

**6. Subcontracting.** PROVIDER may freely, at will, subcontract any of its obligations under the Agreement but must notify PVAMU of any such subcontracting.

**7. Severability.** If one or more provisions of the Agreement is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of the Agreement, the Agreement will be construed as if the unenforceable provision was not present, and the Parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.

**8. Waiver.** Failure of either Party to insist upon the performance of any term, covenant, or condition in the Agreement, or to exercise any rights under the Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect. PROVIDER expressly acknowledges that PVAMU is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**9. Governing Law.** The validity of the Agreement and all matters pertaining to the Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against is to be in the county in which the principal office of PVAMU governing officer is located.

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of

PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

**10. Compliance with Applicable Laws.** Both Parties and their agents shall comply with all applicable federal, state and local laws. Furthermore, PROVIDER, its subcontractors, and agents shall comply with all applicable international laws, codes and regulations of the countries and localities in which services are provided, including, but not limited to, requirements relative to health and safety, permits and licensing of vehicles and drivers, vessels and crews.

**11. Modification.** No modification, amendment, addition to, or waiver of the provisions of the Agreement shall be valid or enforceable unless made in writing and signed by both of the Parties.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU :**

Prairie View A&M University  
Dean - Business  
805 A.G. Cleaver St.  
Prairie View, TX 77446  
Attention: Kasey Hall  
Telephone: 936-261-2180  
Email: knhall@pvamu.edu

**With a copy to:**

Prairie View A&M University  
P.O. Box 519  
Prairie View, Texas 77446-0519  
Telephone: 936-261-1902  
Email: contracts@pvamu.edu

**PROVIDER:**

Kaya Responsible Travel (Kaya)  
3015 E Franklin Ave  
Minneapolis, MN 55406  
Attention: Emily Tong  
Telephone: 413-387-4986  
Email: emily@kayaresponsibletravel.com

**Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event PVAMU becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU .

**Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**Prohibited Agreements.** PROVIDER recognizes that as a state agency, PVAMU may not award contracts as outlined below.

- i. **Compensation for Preparing Bids.** PVAMU cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, Texas Government Code, PROVIDER certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. **Disaster Related Contracts.** PVAMU cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, PROVIDER certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. **Involvement in Human Trafficking.** PVAMU cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, Texas Government Code, PROVIDER certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**12. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of this Agreement.

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement

and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**13. Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine PROVIDER’s claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU’s sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

IN WITNESS WHEREOF, the Agreement together with this Addendum and attachment(s), if any, constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the Parties relating thereto.

**PRAIRIE VIEW A&M UNIVERSITY**

**KAYA RESPONSIBLE TRAVEL  
(KAYA)**

*Betty Ricks-Harris*



Signature

Signature

Betty Ricks-Harris

Emily Tong

Name

Name

Assoc. Vice-President

Group Programs Manager

Title

Title

2/18/2026 | 11:17 AM CST

Feb. 5, 2026

Date

Date