

Hawaii DOE Authorized Educational Visit Agreement



Event		
Event Date(s)		
School/Organization		
School/Organization Representative	Name:	
	Address:	
	Phone:	
	Email	

In consideration for permission from Brigham Young University–Hawaii (“BYUH”) for the School/Organization’s students, members, or other participants, all or some of whom are under 18 years of age (the “**Participants**”) to participate in the Event, the School/Organization hereby agrees to the following terms and conditions of this Authorized Educational Visit Agreement (this “**Agreement**”):

1. **Supervision of the Participants.** While BYUH may be providing program activities, educational experiences, and some direction to the Participants during the Event, the School/Organization is responsible for supervising the Participants while on campus during the Event to ensure their health, safety, and good behavior. The School/Organization shall and is solely responsible to provide an adequate number of employees or volunteers (e.g., teachers, administrators, parents, guardians, chaperones, etc.) to supervise the Participants while on campus during the Event (the “**Adult Supervisors**”).
2. **Screening, Training, and Supervision of the Adult Supervisors.** The School/Organization shall and is solely responsible to screen and provide any legally required background checks of the Adult Supervisors. The School/Organization shall and is solely responsible to train all the Adult Supervisors on appropriate minor protection principles and provide supervision of the Adult Supervisors to reasonably ensure that such principles are applied by the Adult Supervisors during the Event.
3. **Removal from Campus.** BYUH reserves the absolute right to remove from campus any Participant or Adult Supervisor whose behavior is deemed by BYUH in its sole discretion to be dangerous to others or to BYUH’s property, or whose behavior is not in keeping with the law, common decency, or applicable BYUH and Event policies. The School/Organization shall comply with BYUH’s decision to remove a Participant or Adult Supervisor from campus and provide a means for transporting the Participant or Adult Supervisor away from campus.
4. **Property Damage.** The School/Organization is responsible for and shall reimburse BYUH for any damage to property caused by the School/Organization’s Participants and Adult Supervisors.
5. **Liability.**
 - (a) School/Organization shall be solely responsible for damages or injury caused by School/Organization’s employees and/or Participants during the Event to the extent that the Schools/Organization’s liability for such damage or injury has been determined by a court or otherwise agreed to by School/Organization, and School/Organization shall pay for such damage and injury to the extent permitted by law.
 - (b) BYUH shall be solely responsible for damages or injury caused by BYUH officers and employees in the course of their employment to the extent that BYUH’s liability for such damage or injury

has been determined by a court or otherwise agreed to by BYUH, and BYUH shall pay for such damage and injury to the extent permitted by law.

6. **Insurance.** School/Organization is an Executive Branch Department of the State of Hawaii and is self-insured. A statement of self-insurance from the State of Hawaii may be submitted as satisfaction of the insurance requirements.
7. **BYUH's Name and Trademarks.** The School/Organization shall not use BYUH's name or trademarks or any adaptation thereof, or the names of any of BYUH's officers, employees, or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYUH for each individual usage, except that the School/Organization may list BYUH as the location of the Event and share promotional material provided by BYUH regarding the Event.
8. **Miscellaneous.**
 - a. **Assignment and Delegation.** No benefit inuring to BYUH under this Agreement may be assigned, and no duty imposed on the School/Organization may be delegated, without the prior written consent of BYUH. A purported assignment or delegation in violation of this section is void.
 - b. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision is severed from the Agreement, and the remaining provisions remain in effect if the essential business and legal provisions remain valid, binding, and enforceable.
 - c. **Governing Law and Submission to Jurisdiction and Venue in Hawaii.** The laws of the State of Hawaii, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The School/Organization submits to the jurisdiction of and venue in the federal and state courts located within the State of Hawaii and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Honolulu, or the courts of the State of Hawaii.
 - d. **Entire Agreement.** This Agreement constitutes the final and exclusive agreement between the School/Organization and BYUH on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between them on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement. This Agreement cannot be amended except by a writing signed by authorized representatives of both BYUH and the School/Organization.

To evidence its agreement to this Agreement, the School/Organization has executed and delivered it on the date indicated under the signature below.

School/Organization

By: _____

Name: _____

Title: _____

Dated: _____

Insurance Requirements Schedule

The terms defined in the Authorized Educational Visit Agreement have the same assigned meaning in this Insurance Requirements Schedule.

Purpose

BYUH is exposed to financial risk from organizations and individuals who use or participate in activities at facilities owned by or under the control of BYUH. To reduce this financial exposure, BYUH requires that these organizations and individuals maintain insurance as necessary to reasonably protect BYUH's financial interests.

Policy

School/Organization must obtain and maintain during the term of agreement with BYUH insurance coverage that meets the minimum standards outlined below from an insurance company with a financial strength rating of "A-" "VII" or better in the current edition of A.M. Best Company's Key Rating Guide.

General Insurance Requirements

Commercial General Liability ("CGL")

- | | |
|--|-------------|
| • Each Occurrence – Premises/Operations | \$1,000,000 |
| • Personal & Advertising Injury | \$1,000,000 |
| • General Aggregate | \$2,000,000 |
| • Products and Completed Operations Agg. | \$2,000,000 |
| • Fire Damage (any one fire) | \$50,000 |
| • Medical Expense (any one person) | \$5,000 |

The CGL must be provided on either ISO form CG 00 01 (current edition) or equivalent form.

Other Insurance

- | | |
|--|--|
| • Commercial Automobile Liability
("Any Auto", or the equivalent of All
Owned, Hired, and Non-owned Autos) | \$1,000,000 (each accident,
combined single limit) |
| • Workers' Compensation | Statutory—Hawaii (or state of
domicile) |
| • Employers Liability | \$1,000,000 Each Accident
\$1,000,000 Disease – Each Employee
\$1,000,000 Disease – Policy Limit |

Required Endorsements

- Additional Insured and Primary & Non-contributory Endorsements, as follows:

The Board of Trustees of Brigham Young University–Hawaii, for and on behalf of Brigham Young University–Hawaii in Laie, and their respective trustees, officers, directors, employees, agents, and representatives are included as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy and the Excess or Umbrella Liability policies, as may be required.

- Waiver of Subrogation in favor of Brigham Young University–Hawaii shall apply on the Workers Compensation. *(Waived for Hawaii DOE schools ONLY)*

Certificates of Insurance

Upon request, School/Organizations must provide to BYUH a Certificate of Insurance on the ACORD 25 form, or equivalent, that includes each of the following elements and is accompanied by copies of the required endorsements:

- Insured Entity (must match the name and address of the entity in the agreement, purchase order, statement of work, etc.)
- Insurance Carrier(s)
- Policy Effective and Expiration Dates Policy Number(s)
- Policy Limits
- Cancellation Notice Provision (Min. 10 days for non-payment - 30 days otherwise);
- Project Number or Purchase Order (if applicable)
- Certificate Holder, as follows:

Brigham Young University–Hawaii
c/o Event Services & Outreach Department
BYU–Hawaii #1963
55-220 Kulanui Street
Laie, Hawaii 96762-1293

Requirements of specific coverage features or limits contained in this Schedule are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the School/Organization maintains broader coverage and/or higher limits than the minimums shown above, BYUH requires and shall be entitled to the broader coverage and/or higher limits maintained by the School/Organization.

The School/Organization acknowledges and agrees that any actual or alleged failure of BYUH to inform the Vendor or School/Organization of non-compliance with any requirement under this Schedule imposes no additional obligations on BYUH, nor does it waive any of BYUH's rights under this Schedule.