

AGREEMENT

This Agreement (the “Agreement”) is made as of the last date signed below (“Effective Date”), by and between University of Maryland Global Campus (“UMGC”), located at 3501 University Blvd East, Adelphi, MD 20783 and AMVETS (“Organization”), located at 265 North Ave. Washington, PA 15301. University and Organization may each be referred to herein individually as a “Party” or collectively, as the “Parties.”

RECITALS

- A. UMGC is an accredited public institution of higher education offering undergraduate and graduate degrees, certificates, and non-degree courses, with a mission to serve non-traditional students, particularly working adults.
- B. Organization desires to increase the educational level of its employees and members by providing its employees and members with the opportunity to earn post-secondary education, certificates, and degrees at UMGC.

Therefore, UMGC and Organization agree as follows:

I. Program Participants

- A. Organization’s employees, members, spouses, and dependents, who enroll in UMGC undergraduate or graduate programs under this Agreement are the Program Participants. Each Program Participant shall be responsible for registering for courses covered by this Agreement.
- B. If a Program Participant is not currently admitted to UMGC, the individual shall submit an admissions application to UMGC, prior to the regularly scheduled UMGC semester in which the individual intends to enroll. UMGC shall evaluate the application and offer or deny admission and enroll Program Participants in accordance with UMGC’s standard policies and procedures.
- C. Upon acceptance, Program Participants may register for courses or programs and transfer credits and/or be awarded prior learning credit if eligible under UMGC’s standard policies and procedures.

II. Tuition and Fees

- A. UMGC shall waive the application fee for all applicants who are admitted to UMGC and become Program Participants.
- B. The tuition for Program Participants shall be equal to the current catalog published out-of-state tuition less twenty-five percent (25%) (the “Discounted Tuition”), except that:

1. The Discounted Tuition shall not apply to UMGC's specialty undergraduate and graduate courses or programs and doctoral courses or programs, which can be found at <https://www.umgc.edu/costs-and-financial-aid/tuition/index.cfm>, which may be amended from time to time;
2. If the Discounted Tuition rate is less than the in-state tuition rate, a Program Participant will receive the in-state, or any other applicable, rate, as described in this Section; and
3. Program Participants who qualify for the in-state tuition rate or special tuition rate offered to active-duty military servicemembers, spouses, and dependents shall be charged the applicable rate.

III. Membership Verification

- A. After Program Participants are accepted for admission to UMGC, UMGC shall require Program Participants to demonstrate employment or membership with Organization or the Program Participant's status as a spouse or dependent of an employee or member. Program Participants will not be eligible for the Discounted Tuition unless and until verification is demonstrated. UMGC may request additional documentation from Program Participants or the Organization to verify membership or status as a spouse or dependent.
- B. Once a student is no longer an employee or member of the Organization, spouse, or dependent, the student is no longer a Program Participant and will not be entitled to the Discounted Tuition for future course enrollments. If the Program Participant terminates their membership during an academic term (Winter, Spring, Summer, or Fall), the Program Participant will receive the Discounted Tuition under this Agreement from UMGC for all courses in which the student has enrolled for the remainder of the academic term in which the student terminated membership and will cease receiving the Discounted Tuition from UMGC for any future academic term in which the student enrolls.

IV. Billing

- A. The Program Participants shall individually pay to UMGC the applicable tuition and fees in accordance with UMGC's standard policies and procedures.
- B. UMGC will invoice the Program Participants directly.

V. Student Relationship

- A. Organization acknowledges that UMGC policies and procedures apply to all UMGC programs and courses and their administration.

- B. Organization acknowledges that UMGC has sole authority and control over the content, requirements, and faculty of its programs and courses.
- C. Organization acknowledges that the Program Participants are students of UMGC, subject to the policies and procedures applicable to all students.
- D. Organization shall not interfere in or attempt to enforce the relationship between the UMGC and any Program Participant.
- E. Information about UMGC's programs, including degrees and certificate programs, academic requirements for admission, credit hours required for programs, and cost information is available on UMGC's website located at <http://www.umgc.edu>. This information may also be contained within UMGC's catalogs and/or schedules of classes available online at <http://www.umgc.edu/gen/index.shtml>.

VI. Student Data

- A. Organization acknowledges and understands that disclosure of information about individual Program Participants is limited by the federal Family Educational Rights and Privacy Act (FERPA), Maryland law, and UMGC policies and procedures.
- B. If Organization requests information specific to individual Program Participants, any such release of information is conditioned upon the execution of a FERPA Release, which can be found at:
<https://www.umgc.edu/content/dam/umgc/documents/upload/student-records-release-form.pdf>.
- C. Organization shall arrange to have the executed FERPA Release submitted to UMGC by each Program Participant and shall specify the data requested to be provided to Organization.
- D. Any student data shall be transmitted to the Organization and stored by the Organization in a secure fashion in accordance with industry standards.

VII. Promotion

- A. UMGC and Organization agree to promote and publicize this Agreement as set forth in Exhibit 1.
- B. Each Party may specify and make available to the other Party its trade names, trademarks, service marks, logos or other commercial symbols (collectively, "Marks") in connection with this Agreement, and in so doing, each Party grants the other Party a nonexclusive, worldwide, royalty-free, non-transferable revocable license to use such Marks solely for the purposes of this Agreement. Before using the other Party's name or Marks on any materials, including but not limited to emails, brochures, webpages, press

releases or any other promotional or marketing materials, a Party must send such materials to the other Party for that Party's prior written approval. When using any the other Party's Marks, the Party using the Marks must follow the any trademark usage or brand identity guidelines provided by the Party that owns the Marks. UMGC's brand identity guidelines are located at: <https://www.umgc.edu/about/brand-guidelines.cfm>. Each Party reserves all rights to their respective Marks, copyrights, patents and other intellectual property rights and no rights to the Marks or copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement.

- C. Neither Party shall use the name or likeness of any Program Participant or employee or officer of the other Party in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other Party and of the individual whose name or likeness may be utilized.

VIII. Term and Termination

- A. The term of this Agreement shall begin on the Effective Date for a term of one year.
- B. This Agreement shall automatically renew for one year terms, unless terminated by one of the Parties prior to expiration of the first or successive one year terms.
- C. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
- D. In the event of termination by either Party, each individual Program Participant remains obligated to pay tuition and fees.
- E. If this Agreement is terminated during an academic term, the Organization's members shall no longer be Program Participants and will not be entitled to the Discounted Tuition for future course enrollments. If the Program Participant terminates their membership during a term (Winter, Spring, Summer, or Fall), the Program Participant will receive the Discounted Tuition under this Agreement from UMGC for all courses in which the student has enrolled for the remainder of the academic term in which the Agreement was terminated and will cease receiving the Discounted Tuition from UMGC for any future term in which the student enrolls.

IX. General Provisions

- A. Notices
 - 1. Any notice or communication permitted or required between the Parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, email, or delivery by commercial overnight carrier.

2. Notice shall be effective upon receipt to the person to whom it was addressed or ten (10) days after notice was sent, whichever is earlier.

3. Notice shall be given to the following individuals:

a. If to UMGC: Emily Ferguson
University of Maryland Global Campus
3501 University Blvd. East
Adelphi, MD 20783
Phone: 301-985-7481
Email: Emily.Ferguson@umgc.edu

With a copy to: Office of Legal Affairs
University of Maryland Global Campus
3501 University Blvd. East
Adelphi, MD 20783
Phone: 301-985-7481
Email: legal-affairs@umgc.edu

b. If to Organization: [insert name, address, phone number and email address]

4. Either Party may change the notice address set forth in this Agreement by providing notice to the other Party.

B. Neither Party shall assign this Agreement or its interest herein or its rights or obligations hereunder without the prior written consent of the other Party.

C. With respect to the matters set forth in this Agreement, this Agreement i) sets forth the complete agreement and understanding of the Parties and ii) supersedes all prior or contemporaneous agreements or understandings between the Parties.

D. This Agreement may be amended, modified or changed only by a writing signed by authorized representatives of both Parties.

E. The captions and headings of portions of this Agreement are included solely for convenience and shall not control the meaning or interpretation of the substance of this Agreement.

F. If any portion of this Agreement is at any time held by a court of competent jurisdiction to be void or invalid or incompatible with any applicable law, statute, ordinance or regulation, then that portion shall be deemed to be omitted from this Agreement without affecting the force, effect or validity of the remainder of this Agreement.

G. Any exhibits or attachments referenced in this Agreement, whether or not physically attached hereto, are incorporated into and made part of this Agreement.

- H. This Agreement, and all claims arising out of or relating to this Agreement, whether sounding in contract, tort, or otherwise, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules. This Agreement shall be enforced only in the courts of the State of Maryland.
- I. Nothing in this Agreement is intended, nor shall it be deemed, to constitute a partnership or joint venture between the Parties. Nothing in this Agreement is intended, nor shall it be deemed to create rights or benefits in or to any person or entity other than the Parties. Nothing in this Agreement is intended, nor shall it be deemed to create an agreement between UMGC and any one or more Program Participants.
- J. Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMGC or the State of Maryland.
- K. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any signature evidenced by electronic transmission shall be accepted as an original signature.

In witness whereof, the Parties, by their authorized representatives, sign below:

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

By: _____

Name: _____

Title: _____

Date: _____

AMVETS

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT 1
PROMOTIONAL ACTIVITIES**

1. Organization shall provide a single point of contact for UMGC, who is able to meet with UMGC at least three times per year.
2. Organization shall support the following activities to encourage employees and members to apply and enroll in UMGC:
 - a. Issuing a joint press release to announce the Agreement;
 - b. Providing a link to a landing page created by UMGC on its intranet site or in a location accessible to its employees and members;
 - c. Issuing announcements to employees and members via email or other method about the Agreement and upcoming events;
 - d. Providing UMGC the opportunity to include content in newsletters or other publications sent to employees and members;
 - e. Inviting UMGC to attend on-site benefits and education fairs, if any;
 - f. Inviting UMGC to conduct on-site presentations for employees and members; and
 - g. Inviting UMGC to host webinars or other online or electronic means on the UMGC platform for members at least two times per year.
3. Organization shall send internal and external announcements about UMGC or this Agreement to UMGC to review for accuracy and to approve before publication.
4. Onsite activities and events will not occur on U.S. military installations.