

**MEMORANDUM OF AGREEMENT
BETWEEN
MORGAN STATE UNIVERSITY
Baltimore, Maryland
AND
NOTRE DAME OF MARYLAND UNIVERSITY
Baltimore, Maryland**

PREAMBLE

Morgan State University, an agency and instrumentality of the State of Maryland which is located at 1700 E. Cold Spring Lane, Baltimore, Maryland 21251 (USA), hereinafter referred to as "Morgan" and Notre Dame of Maryland University which is located in Baltimore, Maryland (USA), and hereinafter referred to as "Notre Dame", have developed this Memorandum of Agreement ("MOA") to pursue an educational collaboration with the mutually beneficial goals as set forth herein. Morgan and Notre Dame hereinafter are collectively referred to as the "Parties" or "Institutions".

I. SCOPE

A. PURPOSE

The purpose of this Agreement is to formalize a 3+2 Bachelors of Art ("BA") to Masters of Science ("MS") program ("3+2 program") between Morgan and Notre Dame, by which students enrolled in Notre Dame's Bachelor's degree in Leadership in Hospitality and Event Management ("Hospitality") will simultaneously enroll in Morgan during their fourth year at Notre Dame and complete the fourth year of the undergraduate degree and the first year of the MS degree through dual enrollment in the Morgan MS degree program in Hospitality Management, as outlined below and as set forth in Appendix A attached hereto. The fifth year of this 3+2 program will be completed solely at Morgan.

This Agreement is to offer the 3+2 BA to MS program between Notre Dame and Morgan through a combination of dual/simultaneous enrollment, online coursework, and campus-based programming.

This Agreement sets forth the goals, objectives, rights, and responsibilities of the parties. If Notre Dame and Morgan develop additional agreements to accomplish or supplement specific transactions, those agreements shall be made in writing, executed by the parties, and incorporated by reference into this document.

B. GOALS/OBJECTIVES

To provide expanded educational opportunities for Notre Dame and Morgan students by making available through a collaboration between both Institutions the undergraduate and graduate coursework needed to complete the 3+2 program, which in an effort to comply with COMAR 13B.02.03.09, the

Institutions will ensure that they will not propose programs with any other institutions in the State of Maryland that are duplicative of similar offerings provided by the 3+2 program. Specifically, the Institutions will provide expanded educational opportunities

1. To extend access to higher education for students through coordinated scheduling and online courses.
2. To provide the Hospitality student who is enrolled in the undergraduate program at Notre Dame with an accelerated opportunity to complete the MS degree through Morgan.

C. PROGRAM DESCRIPTION

1. The Notre Dame 3+2 program students will simultaneously take classes at both Morgan and Notre Dame during academic year 4. The fourth year of the program will consist of the following:
 - a. Any Notre Dame Hospitality student participating in the program must have completed and passed the two (2) Notre Dame 3-credit courses described in Appendix A by at the end of the fall semester of academic year 4 and before they start the spring semester of academic year 4 at Morgan.
 - b. Notre Dame should advise its Hospitality students to apply to Morgan's MS in Hospitality Management program by Morgan's admission's application deadline for the fall semester of academic year 4. In accordance with Morgan's Transfer Student Policy, Morgan agrees to automatically enroll those Notre Dame Hospitality students who have successfully completed Notre Dame's required two 3-credit courses as described in Appendix A into Morgan's MS in Hospitality Management program. In the event of any conflict between this MOA and Morgan's Transfer Student Policy, the policy shall prevail.
 - c. Notre Dame Hospitality students who have been enrolled in the 3+2 program at Morgan will take one (1) Morgan 3-credit course in the fall of academic year 4 and one (1) Morgan 3-credit course in the spring semester of academic year 4 as described in Appendix A.
2. Notre Dame will provide all of the courses required by the standards for accredited curriculum of the BA in Hospitality Management degree with the exception of the two classes in academic year 4 that are provided by Morgan.
3. In accordance with Morgan's Transfer Student Policy and provided the student received a grade of B or better, Morgan will accept six credits from the 2 classes indicated in Appendix A required by Notre Dame's Hospitality curriculum in transfer towards the required first year curriculum in the MS degree. In the event of any conflict between this MOA and Morgan's Transfer Student Policy, the policy shall prevail.
4. Notre Dame will accept six credits from the 2 classes indicated in Appendix A required by Morgan's Hospitality Management program in transfer toward completion of the Notre Dame undergraduate degree in Hospitality.
5. Notre Dame undergraduates enrolled in the Notre Dame-Morgan 3+2

program in Hospitality will enroll and complete the second year of the MS degree program at Morgan.

6. Notre Dame shall be responsible for hiring the faculty to teach the courses offered at Notre Dame, and at all times, those individuals shall be employees of Notre Dame.
7. Morgan shall be responsible for hiring the faculty to teach the courses offered at Morgan, and at all times, those individuals shall be employees of Morgan.

II. ASSIGNED RESPONSIBILITIES

A. COURSE SELECTION AND REPORTING

1. Notre Dame retains all rights and responsibilities related to course design, content and modules for courses provided at Notre Dame, including the two classes indicated in Appendix A.
2. Morgan retains all rights and responsibilities related to course design, content, and modules for the courses provided at Morgan, including the two courses indicated in Appendix A.
3. Notre Dame may elect to offer the two approved Notre Dame courses (6 credits or the equivalent of 2 courses), as indicated in Appendix A, through face-to-face delivery or online.
4. Morgan may elect to offer the two approved Morgan courses (6 credits or the equivalent of 2 courses), as indicated in Appendix A, through face-to-face delivery or online.
5. Notre Dame students must elect to pursue the 3+2 program before the conclusion of their third academic year.

B. STUDENT SERVICES

1. Both Institutions in accordance with their policies and procedures and the terms and conditions of this MOA will set a defined schedule for each semester for the following student services offered:
 - a. Registration, financial aid, bookstore, and business office services.
 - b. Academic advising.
 - c. Interlibrary loan support and access to the library.
2. Notre Dame will provide the following student services to students in Academic Years 1-4 of the 3+2 program in accordance with its established policies and procedures:
 - a. Access to library services.
 - b. Access to the computer laboratory pursuant to an agreed schedule.
 - c. Bookstore services.
 - d. Access to the Writing Center, Career Center, Counseling Center.
 - e. New student orientation.
 - f. Notre Dame student ID card and email account.
 - g. Campus Parking.
 - h. Access to campus events and lectures.

3. Morgan will provide the following student services to students in Academic Years 4-5 of the 3+2 program in accordance with its established policies and procedures:
 - a. Access to library services.
 - b. Access to the computer laboratory pursuant to an agreed schedule.
 - c. Bookstore services.
 - d. Access to student academic support services.
 - e. New student orientation.
 - f. Morgan student ID card and email account.
 - g. Campus Parking at the standard rates.
 - h. Access to campus events and lectures.
4. Both Notre Dame and Morgan will host cooperative events on each campus to engage students in the 3+2 program. Each event will be negotiated and the terms set forth in a separate agreement executed by both Institutions as needed before the event can take place.

C. FACILITIES PROVIDED BY MORGAN AND NOTRE DAME

1. Each Institution shall provide at its sole cost and expense, classrooms or Learning Management System (LMS) to meet instructional needs for the programs and classes offered at its facilities.
2. Each Institution shall provide its faculty members instructional support including access to the internet in the classroom, audiovisual equipment, and any additional resources each Institution determines is necessary for the classes taught at its facilities.
3. Each Institution shall provide, in accordance with its policies and procedures, regular security and housekeeping services for classrooms.
4. Each Institution shall provide its faculty and staff, at its sole cost and expense, technical training and support for the campus LMS. Each Institution shall provide, in accordance with its policies and procedures, reasonable notice for room or course changes, and communication of these changes to students enrolled in the 3+2 program.
5. If a course or program requires the use of special facilities, the Institutions agree that any use or fee for such special facility must be agreed to in a separate written agreement executed by both Institutions and shall be subject to any rules, regulations, policies or laws governing either Institution.

D. MARKETING AND STUDENT RECRUITMENT

1. All marketing for the 3+2 program will be based upon a marketing and student recruitment plan developed by Notre Dame and Morgan. The marketing plan will include specific responsibilities for Morgan and Notre Dame in terms of action and responsibility.
2. Notre Dame will market the 3+2 program option in Hospitality as part of its

regular and ongoing marketing initiatives for the 4-year BA degree in Hospitality.

3. Notre Dame and Morgan agree to participate in joint public relations activities such as interviews with local reporters regarding this collaboration.
4. The Hospitality Program Director at Morgan will collaborate and provide input in developing all marketing and public relations programs with Notre Dame on behalf of Morgan, and Notre Dame shall not produce any marketing materials related to the 3+2 program without Morgan's Provost & Senior Vice President of Academic Affairs' review and approval.

E. TUITION & FINANCE

1. Students enrolled in the 3+2 program will pay their undergraduate tuition and fees to Notre Dame (Years 1-4), and Notre Dame will be responsible for awarding, managing and reporting all applicable federal, state, institutional, and other financial aid.
2. Morgan's Bursar shall invoice Notre Dame for payment of the two Morgan courses (6 credits or the equivalent of 2 classes) taken in academic year 4 in accordance with Morgan's Tuition & Fees Schedule published for the semester the two courses are taken at Morgan. Invoices shall indicate the student's name and the course(s).
3. Notre Dame will submit to Morgan, within 30 calendar days of receiving each invoice, payment of the requested amount on the invoice, pending confirmation of student enrollment in the course for which the billing has occurred.
4. Students will pay their graduate tuition and fees for a minimum of 18 credits to Morgan (Year 5, a minimum of 18 credits) subject to Morgan's Tuition & Fees Schedule published for the semester that the student is enrolled in classes offered by Morgan in accordance with the policies, procedures and schedule of payments established by the Office of the Bursar at Morgan will be responsible for awarding, managing and reporting all applicable federal, state, institutional, and other financial aid.

III. TERMS AND CONDITIONS

A. LIABILITY AND INSURANCE

1. Subject to any limitations imposed by law, the Institutions agree that each shall be responsible for its own actions and omissions, pursuant to the performance of this MOA, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions.
2. As an agency and instrumentality of the State of Maryland, Morgan's liability is limited to the Maryland Tort Claims Act. Notre Dame acknowledges that Morgan is an agency of the State of Maryland and is self-insured. Limits of liability are established by and subject to the Maryland Tort Claims Act, Title 12, Subtitle 1, of the State

Government Article, Maryland Annotated Code. Any obligation of Morgan, if proven to cause damage, under this MOA shall be limited to the liability of the State under the Maryland Tort Claims Act, Md. Code Ann., State Gov't § 12-101 et. Seq. and to an appropriation being made by the legislature to pay such costs and expenses.

3. During the term of this MOA, Notre Dame shall maintain the insurance coverage listed below for personal injury, death and property damage for which Morgan, Morgan's students, Notre Dame, or other students not employed by Morgan as set forth in this agreement might be liable hereunder.
 - a. Comprehensive general liability insurance, subject to a minimum of \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate for each policy year.
 - b. Professional liability insurance, subject to a minimum of \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate for each policy year. This liability insurance will be Educator's Legal Liability.
 - c. Notre Dame shall provide its certificate of insurance within 30 days of execution of this agreement that evidence the types and amounts of coverage noted above and indicate that coverage will not be cancelled, reduced, or otherwise modified without thirty (30) days advance written notice to Morgan.

B. TERM AND RENEWAL

This MOA shall have a term of five (5) years beginning on July 20, 2018 and may be extended or amended by written agreement executed by both parties.

C. TERMINATION CLAUSE

1. Either party may terminate this MOA at any time by giving the other party at least ninety (90) calendar days prior written notice.
2. If this MOA is terminated, all students identified on or before the effective date of termination will be able to complete their studies in accordance with the terms of this MOA that are relevant to their specific circumstances.

D. MISCELLANEOUS

1. If areas of difference exist or occur in academic policies, rules, or regulations between Morgan and Notre Dame, the policies, rules or regulations of the host institution at the time of the difference shall prevail. Notre Dame is the host institution for the academic years 1-4 leading to the BA in Hospitality, and Morgan is the host institution for the academic year 5 leading to the MS in Hospitality. However, during academic year 4, at the times the Notre Dame students are taking the 2 classes at Morgan, they will be subject to Morgan's policies, procedures, rules and regulations.
2. All Notre Dame courses will be designed, conducted, and graded under the exclusive control of Notre Dame.

3. All Morgan courses will be designed, conducted, and graded under the exclusive control of Morgan.

E. GENERAL TERMS AND CONDITIONS

1. This MOA shall be governed in accordance with the laws of the State of Maryland.
2. Notwithstanding any other provision of this MOA, all information relating to student educational records shall be treated in accordance with Maryland law and the Federal Educational Rights and Privacy Act (FERPA).
3. Neither Morgan nor Notre Dame shall use any identifying marks of the other without the express written permission of the other party.
4. If any section or provision of this MOA is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this MOA shall not be affected thereby .
5. This MOA constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be modified, amended, or supplemented, or any rights herein waived, unless such amendment or modification to this MOA (i) is in writing; (ii) refers to this MOA; and (iii) is executed by an authorized representative of each party. This MOA supersedes any and all previous agreements, whether written or oral between the parties.
6. In the event that the parties collaborate in the development of intellectual property, including but not limited to, licenses, patents, and inventions, the ownership rights to the intellectual property shall be defined in writing by a separate agreement to be executed by the appropriate administrative officials at Morgan and Notre Dame.
7. Notice of any action taken by either party and required to be reported to the other party under this MOA shall be mailed, certified delivery, to the other party at the address stated below:

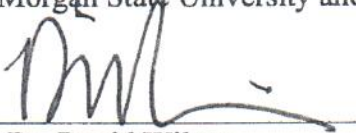
Morgan State University
Attention: Provost & Senior
Vice President for Academic Affairs
1700 E Cold Spring Lane
Baltimore, Maryland 21251

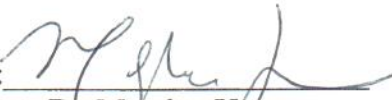
Notre Dame of Maryland University
Attention: Dean Franklin
Dean of the School of ASB
4701 North Charles Street
Baltimore, MD 21210
dfranklin@ndm.edu
CC: mbarton@ndm.edu

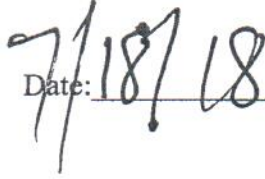
8. This Agreement is not assignable but shall bind the successors of Notre Dame and Morgan.
9. Nothing in this MOA shall be deemed or implied to create a joint venture or partnership of any kind between Morgan and Notre Dame. Neither Morgan nor Notre Dame shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.

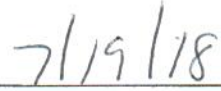
NOW, THEREFORE this MOA is approved and shall be effective upon the date of the

signatures of Morgan State University and Notre Dame of Maryland University.

By: 
Dr. David Wilson
President

By: 
Dr. Marylou Yam
President

Date: 
7/18/18

Date: 
7/19/18

MSU agrees to accept the following two (2) Notre Dame courses (6 credits completed in) towards Year 4 requirements of the 3+ 2 BA to MS degree in Hospitality Management:

Notre Dame HOS 480 Supply and Logistics in Hospitality and Events (3 cr.) in place of MSU INSS 630 Supply Chain Management and Strategic Sourcing (3 cr.)

Notre Dame HOS 370 Lodging Management (3 cr.) in place of MSU HOMG 625 Management of Lodging and Resort Operations (3 cr.)

Notre Dame agrees to accept the following two (2) MSU courses (6 credits) towards Year 4 requirements of the 3 + 2 BA to MS degree in Hospitality Management:

MSU ACCT 600 Accounting for Decision Making (3 cr. Fall) in place of Notre Dame elective course (3 cr. Fall)

MSU BUAD 625 Organizational Leadership and Ethics (3 cr. Spring) in place of Notre Dame elective course (3 cr. Spring)

Notre Dame agrees that Notre Dame students in Year 5 of the 3 + 2 BA to MS degree in Hospitality Management will take the following sequence of MSU courses:

Fall Semester

ACCT 603 Financial Statement Analysis

ENTR 664 Entrepreneurship

HOMG 600 Principles and Practices of Food Service Management

Spring Semester

HOMG 610 Revenue Management for Hospitality and Tourism

HOMG 650 Advanced Hospitality Marketing Management

BUAD 699 Strategic Management

In total, Notre Dame students will take 30 credits to complete the MS in Hospitality degree, including 12 credits taken in Year 4 (6 credits via course substitution, and 6 credits taken through MSU as part of the 120 credits for the Notre Dame BA undergraduate degree) and 18 credits taken in Year 5 on the MSU campus.