

Memorandum of Understanding

This Memorandum of Understanding (“*Agreement*”) between St. Edward’s University (“*St. Edward’s*”) and Notre Dame of Maryland University (“*NDMU*”) is entered into effective as of **August 1, 2018**, for the purposes of setting forth NDMU’s participation in the St. Edward’s study abroad program, which it conducts in partnership with Université Catholique de l’Ouest (“*UCO*”), on its campus in Angers, France (the “*Program*”).

A. St. Edward’s offers the Program for students enrolled at St. Edward’s who wish to study abroad in France. The Program is conducted in partnership with UCO, and all participating students attend classes on the UCO campus. St. Edward’s provides a member of the St. Edward’s faculty to teach in Angers, France and provide up to five (5) courses per semester to participating students.

B. NDMU wishes to expand its study abroad offerings by participating with St. Edward’s in the Program subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, St. Edward’s and NDMU agree as follows:

1. Program Offering. St. Edward’s will arrange for and conduct the Program and coordinate activities through contractors in Angers, France for the provision of the Program during the Term (as defined below). As between NDMU and St. Edward’s, St. Edward’s will be solely responsible for the design and implementation of the Program, including all arrangements and decisions relating to programming, course offerings, classroom space at UCO, student housing accommodations, provision of a faculty apartment, and similar matters. All Program course offerings will be transcribed by St. Edward’s and treated as transfer credits by NDMU. St. Edward’s will establish policies and procedures applicable to the Program, and identifying which St. Edward’s policies and procedures are applicable to students participating in the Program. Any requests for special accommodations or modifications to the Program shall be made in writing to St. Edward’s, and decisions with respect to such requests will be in the sole discretion of St. Edward’s. NDMU will have access to St. Edward’s contractors in Angers to facilitate its participation in the Program.

2. Program Participation by NDMU Students. Subject to Section 3 below, NDMU may enroll up to four (4) students to participate in the Program for the Spring 2019 semester. NDMU will be solely responsible for the selection and approval of NDMU students to participate in the Program, and will only send students then enrolled in NDMU. The NDMU students participating in the Program will be deemed to be visiting students at St. Edward’s while enrolled in the Program. During the period they are enrolled in the Program, all participating students will be subject to the St. Edward’s policies and procedures applicable to the Program, including, without limitation, St. Edward’s Student Handbook and Code of Student Conduct, except as modified by St. Edward’s.

3. Financial Matters.

A. NDMU will set and charge the tuition for its students enrolling in the Program, and will be solely responsible for the billing and collection of any such tuition. The tuition collected by NDMU from its students shall remain the property of NDMU. NDMU will not have any financial obligations to remit tuition to St. Edward's for participating students.

B. NDMU will pay, or will cause each of its participating students to pay, a fee of \$6,000 per student for each fall semester or spring semester, and \$3,000 for each summer session, to St. Edward's for expenses relating to student housing and official excursions planned through the Program ("*Housing Fees*"). The Housing Fees are subject to increase based upon increases in the actual costs, including material changes in the foreign exchange rates, incurred in providing such housing and excursions. Each participating NDMU student is solely responsible for all other costs of participation in the Program, including, without limitation, travel costs (including airfare), meals, books and other supplies, entertainment, and medical treatment. All fees and costs which are payable to St. Edward's, whether by NDMU or its students, shall be paid in full no later than ten (10) days prior to the beginning of the Spring 2019 semester.

C. St. Edward's has agreed to waive the annual participation fee for the Spring 2019 semester allowing NDMU to pilot the program during the 2018/2019 academic year.

4. Term; Termination. This Agreement will commence on August 1, 2018 and will remain in full force and effect through the end of the Summer 2019 term.

5. Marketing. During the Term, NDMU will have the right to market, publish and advertise its participation in the Program in all media and throughout the world. NDMU will submit all uses of each of names or trademarks of St. Edward's and/or the Program to St. Edward's for review and approval prior to use, such approval not to be unreasonably withheld, provided that once such use is approved it may be used repeatedly without need for further submission for the same use. Without limiting the foregoing, NDMU may elect to advertise and brand its participation in the Program under the NDMU name, and without reference to St. Edward's, *provided* such advertising and branding does not diminish the quality of the Program or conflict with other advertising or marketing of the Program. ***For example, NDMU could say that this is the Notre Dame of Maryland University's program in Angers France.*** Notwithstanding the foregoing, any marketing efforts will reflect the separate accreditation of St. Edward's and NDMU and neither party will take any actions or distribute any materials which might be construed as claiming the accreditation of the other party.

6. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement, to the extent such failures or delays are due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, earthquakes, hurricanes, floods or other natural disasters, pandemics, government

restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

7. Notices. All notices hereunder will be sent in writing and shall be deemed to be duly given (a) as of the date of delivery if hand delivered or delivered by overnight delivery service, (b) as of the date of receipt if sent by facsimile or electronic mail (after receiving confirmation of receipt), or (c) as of the third day after the postmark if sent by United States certified or registered mail, return receipt requested, postage fully prepaid, to the applicable address set forth below the signatures on the last page, or to such other person or address as the receiving party may have designated by written notice to the other.

8. Student Rights and Obligations. NDMU students participating in the Program will be entitled to the same rights, privileges, protections, and benefits and be subject to the same obligations as students from St. Edwards.

9. No Partnership. The parties hereby acknowledge and agree that this Agreement is not intended to, and does not, create a partnership or joint venture between them.

10. No Employment Relationship. This agreement shall not create an employment relationship between any employee of NDMU and St. Edwards or any employee of St. Edwards and NDMU.

11. [Reserved].

12. Insurance.

(a) NDMU shall maintain throughout the term of this Agreement, at its sole cost and expense, such policies and plans (to include coverage by self-insurance) of general liability, professional liability and other insurance (\$1,000,000 per occurrence and \$3,000,000 aggregate) to insure NDMU, and respective faculty, students, employees, and agents against any and all claims from damages arising by reason of personal injury, death, or damage to persons or property in connection with the performance of the NDMU, its Faculty, Students, employees, or agents of its duties and responsibilities under this Agreement, but subject to policy terms and conditions and exclusions. Evidence of such coverage in the form of a Certificate of Insurance will be provided to St. Edwards upon request.

(b) St. Edwards shall maintain throughout the term of this Agreement, at its sole cost and expense such policies and plans (to include coverage by self insurance) of general liability, professional liability and other insurance as shall be necessary and in such reasonable and insurable amounts (at least \$1,000,000 per occurrence and \$3,000,000 aggregate) to insure the St. Edwards and their respective faculty, students, employees and agents against any and all claims from damages arising by reason of personal injury, death, or damage to persons or property in connection with the performance of the St. Edwards of its duties and responsibilities under this

Agreement, but subject to policy terms and conditions and exclusion. Evidence of such coverage in the form of a Certificate of Insurance will be provided to NDMU upon request.

(c) Each party shall cause the other party and its directors, trustees, officers, employees and representatives to be named as additional insureds under each liability insurance policy required pursuant to this Agreement; *provided* St. Edward's policies shall be designated as primary with respect to acts or omissions of St. Edward's directors, trustees, officers, employees and representatives, and NDMU's policies shall be designated as primary with respect to the acts or omissions of NDMU's directors, trustees, officers, employees and representatives.

(d) EACH PARTY HEREBY WAIVES ALL RIGHTS OF SUBROGATION AGAINST THE OTHER PARTY, ITS, DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES AND REPRESENTATIVES TO THE EXTENT OF ALL LOSSES OR DAMAGE COVERED BY ANY POLICY OF INSURANCE. EACH PARTY AGREES TO ADVISE ITS INSURER OF SUCH WAIVER, AND OBTAIN ALL ENDORSEMENTS REQUIRED FOR SUCH WAIVER TO BE EFFECTIVE.

13. Notification of Incidents. Each party hereto agrees to promptly notify each other after the discovery of any incidents or occurrence which could form the basis for or which results in an asserted or unasserted claim, or cause of action involving any NDMU student participating in the Program.

14. No Assignment. Neither party hereto may assign or transfer to any third party any of the rights or obligations granted under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or denied.

15. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EACH PARTY CONSENTS TO THE JURISDICTION OF THE COURTS LOCATED IN THE STATE OF TEXAS FOR PURPOSES OF ANY DISPUTES ARISING OUT OF THIS AGREEMENT.

16. Entire Agreement; Amendment. This Agreement constitutes the final and complete understanding of the parties regarding the subject matter hereof, superseding any prior agreements or understandings between them. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

17. Waiver. The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

18. Confidentiality. The material financial terms of this Agreement shall be maintained as confidential by all parties and shall not be disclosed to any other person or entity, except, upon reasonable notice to St. Edward's, NDMU may disclose the terms of this Agreement to the minimum extent required by law or court order or by the rules and regulations or directives of any regulatory agency or authority or as necessary to enforce the terms of this Agreement or for accounting or tax purposes.


19. Severability. In the event that any term or provision of this Agreement will be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof, and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect.

20. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an original.

[signature page follows]

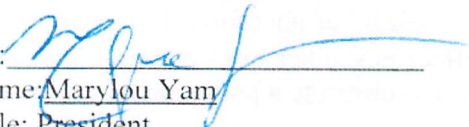
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ST. EDWARD'S UNIVERSITY

By: 
Name: Caroline Morris
Title: Assoc. VP, Applied Learning + Global Initiatives
Date: 8/23/18

Address for Notice:
3001 S. Congress Avenue
Austin, Texas 78704
Attn: Caroline Morris
Email: carolim@stedwards.edu

**NOTRE DAME OF
MARYLAND UNIVERSITY**

By: 
Name: Marylou Yam
Title: President
Date: 8/1/2018

Address for Notice:
4701 N. Charles Street
Baltimore, MD 21210
Attn: Marylou Yam
Email: myam@ndm.edu