

## EDUCATION PARTNERSHIP AGREEMENT

This Education Partnership Agreement is made and entered into, as of July 1, 2020 (“**Effective Date**”), between American Public University System, Inc. (“**APUS**”) and Montgomery College (“**Institution**”) (individually a “**Party**” and collectively the “**Parties**”) (the “**EPA**”) (collectively with any articulation agreements entered into between the Parties, which reference this EPA, the “**Agreement**”). This EPA outlines how the Parties plan to work together to benefit Institution employees as well as the transfer of Institution students to APUS and will allow the Parties, where appropriate, to align programmatic agreements.

APUS and Institution hereby agree as follows:

1. **Articulation Agreements.** This EPA serves as a foundation for the Parties to articulate department and programmatic-level student transfers from Institution to APUS where the Parties may agree their respective academic programs align for student transfer. Any such transfer initiative shall be further documented in an articulation agreement, each of which shall be subject to this EPA and are incorporated herein by reference (each an “**Articulation Agreement**”).
2. **Program Integrity.** Each Party shall maintain the integrity of its programs and enter into this EPA as separate and equal parties.
3. **Student Advising and Outreach.** APUS shall designate one or more points of contact to answer questions from potential Institution transfer students. The Parties will arrange for APUS to contact these students as needed by means mutually agreeable to the Parties. Institution shall provide an appropriate location for any in-person meetings between APUS and Institution students.
4. **Marketing and Communications.** Each Party agrees to publicize the Agreement as set forth below.
  - a. Each Party will assume responsibility for the appropriate marketing of the Agreement to their respective student, prospective student, faculty, and staff populations.
  - b. Each Party will designate a marketing point of contact, communicate this contact to the other Party, and update the other Party of any changes to this contact.
  - c. Each Party may provide at its website, a link to the other Party’s website during the Term.
  - d. At least annually, the Parties will communicate updated degree requirements, admissions, and transfer information that may affect the Agreement.
  - e. Each Party grants to the other Party a royalty-free, nonexclusive, non-transferable revocable license during the Term to use its trademarks, name, and other identifying symbols (collectively, the “**Marks**”) to fulfill any mutually agreed to promotional obligations; provided that use of the Marks shall be subject any usage guidelines provided by the granting Party. No sublicenses are contemplated by the Agreement and each Party will retain all rights in its respective Marks. Upon termination of this EPA, each Party will promptly cease use of the other Party’s Marks.
5. **Enrollment.** An Institution student may be admitted and enrolled in APUS, and may graduate from APUS, in accordance with then-applicable regulatory requirements and APUS’s then-current requirements and policies, which APUS shall at all times control and may modify in its sole discretion. As APUS students, these individuals will be subject to the financial obligations and fees of APUS, and may be considered for financial assistance at APUS, as determined by APUS. APUS may in its sole discretion offer discounts to students for enrollment in certain programs as may be further set forth in an Articulation Agreement.
6. **Book Grants/Technology Fee Waiver.** APUS will extend an undergraduate book grant to students, as applicable. APUS will waive any technology fee otherwise incurred by an Institution student who completes an associate degree at the Institution before transferring to APUS pursuant to this EPA.

7. **Transfer Credit.**

- a. APUS agrees to provide Institution information about APUS’s transfer credit and evaluation processes, which APUS may modify at any time and for any reason. Institution shall notify APUS in advance of any program changes that may affect these processes.
- b. To the extent an Institution student completes courses at APUS that may satisfy an associate’s degree requirement at Institution; such coursework may be reverse-transferred from APUS back to Institution in accordance with then-current APUS policy and procedure.

8. **Partner Grant.**

- a. APUS shall offer eligible Institution employees the opportunity to purchase educational services along with a grant, creditable solely against the payment of APUS tuition, equal to 5% of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public (such grant program, hereinafter, referred to as the “**Partner Grant**”). The Partner Grant shall not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students.
- b. APUS shall make the Partner Grant available to an Institution employee who (i) is determined and verified by Institution to be an Institution employee, and (ii) satisfies all of APUS’s then current standard policies, rules, procedures, criteria, and requirements for admission and enrollment applicable to such Institution employee.

9. **Term and Termination.**

- a. This EPA is effective as of the Effective Date identified above and will continue for three (3) years thereafter (the “**Term**”), and it shall renew automatically, unless terminated earlier pursuant to this Section 9.
- b. Either Party may terminate this EPA upon providing sixty (60) days written notice.
- c. In the event that APUS or any regulatory authority determines that any of the terms or provisions of this EPA are in violation of, or conflicts with, applicable laws, regulations or rules, then APUS may immediately cease to comply with such terms/provisions, provide any related services, and terminate this EPA.
- d. The Parties shall work in good faith to avoid any adverse impact to any student accepted or taking courses at APUS at the time of termination.
- e. Any Articulation Agreement shall terminate upon the effective date of termination or expiration of this EPA.
- f. Any terms that by their nature logically should survive, will survive termination or expiration of this EPA.

10. **Other Rights and Responsibilities.**

- a. APUS may review at any time any Institution program for which transfer credits are contemplated to ensure the program satisfies APUS’s academic standards.
- b. Neither Party will make false, erroneous or misleading statements, representations, warranties or guarantees to its students, employees or other third parties with respect to the other Party.
- c. Each Party acknowledges and agrees that it shall comply with the Family Educational Rights and Privacy Act, the U.S. Department of Education Program Integrity Regulations, and all other applicable laws, regulations, and accreditation requirements.
- d. Each Party acknowledges that it may receive non-public information of the other party which may be marked as confidential or that should reasonably be understood to be confidential (“**Confidential Information**”). Each Party agrees to hold all Confidential Information in strict confidence and to not disclose Confidential Information or use it in any way, except in carrying out its obligations under the Agreement or to comply with applicable law.
- e. Each party agrees to hold harmless the other party against all liabilities incurred by the other party resulting from any third-party claim, demand, or action, due to the party’s violation of the Agreement.

Neither Party will be responsible for any special, incidental, or consequential damages in connection with the Agreement. The Institution's liability shall be governed exclusively in accordance with the Maryland Local Government Tort Claims Act.

- f. APUS does not guarantee that use of its services will be uninterrupted or error-free.

**11. Miscellaneous.**

- a. This Agreement does not create a joint venture, partnership, agency, employment, or similar relationship between APUS and Institution. This Agreement creates no rights in any third parties.
- b. Each Party has the authority to enter into the Agreement.
- c. The Agreement provisions are severable, and a legal determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions.
- d. This is the entire agreement of the Parties regarding its subject matter, and it supersedes all prior agreements, representations and communications. The Agreement may be executed in counterparts, which are one and the same instrument. The Agreement may be modified by mutual written agreement of authorized Party representatives.
- e. The Agreement will be construed and interpreted according to the laws of the state of New York, without regard to its conflicts of law provisions.
- f. All notifications will be in writing and deemed given as of the delivery date. Notice will be sent to the attention of the representative set forth below or to such other representative as either Party may identify in writing. A copy of any notice to APUS must also be sent to Attention: Legal Affairs, 111 West Congress Street, Charles Town, WV 25414 ([Legal@apus.edu](mailto:Legal@apus.edu)).

**APUS Contact Information:**

American Public University System, Inc.  
111 West Congress Street  
Charles Town, WV 25414  
Attn: Academic Partnerships  
E-mail: [edpartners@apus.edu](mailto:edpartners@apus.edu)

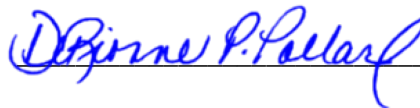
**Institution Contact Information:**

Montgomery College  
51 Mannakee St  
Rockville, MD 20850  
Attn: Justin Edgar  
E-mail: [justin.edgar@montgomerycollege.edu](mailto:justin.edgar@montgomerycollege.edu)

**IN WITNESS WHEREOF**, the Parties have caused this EPA to be signed by their authorized representatives on the date and year first written above.



\_\_\_\_\_  
**Dr. Wallace E. Boston**  
President  
American Public University System, Inc.



\_\_\_\_\_  
**Dr. DeRionne P. Pollard**  
President  
Montgomery College