

## MEMORANDUM OF AGREEMENT

Between:

**AMERICAN UNIVERSITY**  
4400 Massachusetts Avenue, NW  
Washington, DC 20016  
United States of America

and

**ALBRIGHT COLLEGE**  
1621 N. 13<sup>th</sup> Street  
Reading, PA 19604  
United States of America

American University, a fully accredited private doctoral institution chartered by an Act of Congress in 1893, and Albright College, a fully accredited, independent, private college of liberal arts and sciences, recognize that an agreement to establish a relationship would be of mutual benefit.

Therefore, on this first day of August, 2016, American University, represented by Scott A. Bass, Provost, and Albright College, represented by Mary McGee, Provost and Vice President for Academic Affairs, agree to the following:

1. To explore cooperative academic initiatives between the two institutions. Any initiatives will be agreed upon and delineated by the department initiating the activity and will be specified in Supplements to this Agreement.
2. That any expenses incurred by either institution under this Agreement will be the sole responsibility of that institution. American University expenses will be the responsibility of the department initiating the activity as specified in the Supplements to this Agreement.
3. That this Memorandum of Agreement will become effective on the date first written above and will be in effect for five (5) years from that date. Renewal of this agreement shall require the execution of a new Memorandum of Agreement.
4. That this Agreement may be amended by means of common written consent on the part of the signatories or their duly authorized representatives.

5. That each institution, at any time, may communicate in writing to the other its willingness to terminate the Memorandum of Agreement or Supplemental Agreements to this Memorandum. This communication will be effective ninety (90) days after it is received by the other party. In such case, those activities that are being carried on and that would cause irreparable harm if they were to cease prematurely will continue until their total completion, always guaranteeing an equitable reciprocity between the parties, in accordance with the spirit of the Agreements.
6. Each Institution shall seek prior written approval from the other for any materials in which either institution is mentioned or in which any institution's logo, symbol, name, design element, trademark or other written, drawn or electronically depicted representation is used. Any permission granted under this Memorandum of Agreement is for a non-exclusive, limited purpose related to the performance of this Memorandum of Agreement.
7. That Albright College and American University warrant and represent that they are in compliance with all their respective country's laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.
8. That any obligations or expenses incurred prior to the date of this Memorandum of Agreement will not be governed by this Memorandum of Agreement, and American University will not be obligated for them unless agreed to in writing and signed by the duly authorized representative of American University. Likewise, Albright College will not be obligated for any obligations or expenses incurred prior to the date of this Memorandum of Agreement, unless agreed to in writing and signed by the duly authorized representative of Albright College.

9. That each of the institutions' respective employees, faculty, agents and students will be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's responsibility under this Memorandum of Agreement, and said individuals agree to abide by the laws of the host country during participation in any such program or activity.
10. That it is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representative to discuss and work toward the resolution of any disputes, which may arise during the term of this Agreement. The institutions agree that each shall indemnify, defend and hold harmless the other party for any loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees or subcontractors. No consequential, liquidated or special damages may be claimed against the other institution.
11. This Agreement shall be governed and construed by the laws of the District of Columbia and the United States of America provided, however, that no provision, condition or object of the Agreement shall be construed to be in conflict with, or objectionable to, or impracticable under the laws of the country of any party hereto. In such an event, the parties agree to negotiate in good faith to determine applicable law and to insure lawful and viable performance of this agreement.

Now intending to be legally bound, American University and Albright College have caused their duly authorized representative to execute this Memorandum of Agreement on the day and date first above written.

For: American University  
Washington, D.C. USA

For: Albright College  
Reading, PA USA

Scott A. Bass / ufe  
Dr. Scott A. Bass  
Provost  
9/1/10

Mary McGee  
Dr. Mary McGee  
Provost & Vice President for Academic Affairs

## **Supplement 1**

### **MS Marketing Admission Agreement Dated August 1, 2016**

**AMERICAN UNIVERSITY**  
**Kogod School of Business**  
4400 Massachusetts Avenue, NW  
Washington, DC 20016  
United States of America

and

**ALBRIGHT COLLEGE**  
1621 N. 13<sup>th</sup> Street  
Reading, PA 19604  
United States of America

This Supplement 5 Agreement (“Agreement”) dated August 1, 2016 (“Effective Date”) is entered into between American University, through its Kogod School of Business, (“AU”) and Albright College (“Albright”).

Whereas, AU and Albright executed a Memorandum of Agreement on August 1, 2016, which is hereby incorporated into this Agreement by reference;

Whereas, Albright wishes to collaborate with AU to create an opportunity that provides Albright students with preferred access to the Masters of Science degree in Marketing (“MS Marketing”).

Whereas, AU wishes to collaborate in the creation of said endeavors;

Whereas, AU and Albright desire to document and clarify the mutual benefits and responsibilities from their respective missions and shared responsibilities; and

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **I. TERM**

This Agreement shall take effect on the Effective Date above and will continue until the expiration of the signed MOA, unless terminated earlier under the terms of this Agreement. The Agreement will be renewed for successive one (1) year terms provided that the parties agree in writing.

#### **II. PROGRAM**

A. During the term of this Agreement, AU may accept Albright students to AU’s MS Marketing. AU and Albright agree that Albright students accepted into the program will require 30 credits at AU to complete their degree.

B. The parties agree that students recommended by a designated Albright representative will be considered for admission to the MS Marketing program, based on the eligibility requirements listed below, will be evaluated for a \$10,000 merit-based scholarship dispersed over the length of the program, and their application fee will be waived.

C. The parties agree that Albright student applicants must meet the same admissions criteria set forth for other students applying for Kogod School of Business graduate programs at AU. See the Kogod Graduate Admissions website for admissions criteria at:  
<http://www.american.edu/kogod/admissions/index.cfm>.

D. Additionally, the parties agree that all Albright student applicants must meet the following requirements in order to be admitted under the terms of this Agreement:

**1. Required Application Credentials**

A complete application which will include the following credentials: completed application form, resume, statement of purpose, official transcript from Albright College, and three letters of recommendations, one of which must be from the program liaison at Albright. Note, as part of this partnership, the GMAT is not required. If a student has attended other institutions, official transcripts are required and may be included with the credentials listed above or sent separately.

**2. Required pre-requisite courses**

Albright students have taken the following pre-requisite courses (earning a B or higher):

BUS 347, Marketing Management

**3. Letters of Recommendation**

Three letters of recommendation, including one from the program liaison at Albright, and at least one additional academic letter of recommendation, are required. The third letter of recommendation may be from another faculty member or supervisor of academic experience. The recommendation from the program liaison must include a statement as to whether the candidate is "*recommended*" or "*not recommended*", followed by an evaluation in narrative form commenting on such things as academic performance, campus citizenship, and leadership potential.

**4. Level of Overall Academic Achievement**

In order to be eligible for an Albright College official recommendation and to be eligible for admission to American University, the candidate must have achieved an overall cumulative academic average (GPA) of at least 3.25 at the time of application.

**5. Interviews**

Those applicants who receive a favorable recommendation from Albright College and whose credentials are acceptable by the admissions committee of American University will be invited for an interview with members of the marketing faculty. The interview may take place in person

or over the phone. Participation in such interviews is required for the applicant.

## **6. Application Date**

To ensure timely processing, a candidate's complete application must be received by American University and completed no later than May 1<sup>st</sup> of the intended year of admission. It is recommended that applications be received by February 15th of the year of enrollment. Candidates seeking early decision should apply by November 1 of their senior year.

D. AU reserves the right to accept or deny admission to any candidate, regardless of his or her credentials, as solely determined by AU.

E. Albright shall designate a person who will serve as program liaison and chief academic advisor of students who plan to apply to AU. The program liaison and chief academic advisor will:

1. be the responsible party for providing Albright institutional recommendation.
2. maintain files for those students from Albright College who intend to apply to American University and at the time of application, audit all necessary credentials for each applicant.

F. Both Albright and AU will ensure that appropriate personnel in their respective institutions are made aware of the existence of the Agreement and are encouraged to support it. Such persons at Albright may include admissions staff, career planning and placement officers, transfer coordinators and business faculty. Such persons at AU may include admissions staff, advisors, career planning and business faculty.

G. Albright and AU should confer at least once a year. Meetings with students should also be arranged, including potential candidates who intend to apply to American University as well as other students who may simply wish to seek general information.

H. The faculty, staff and administration of Albright College are encouraged to visit the campus of American University and vice versa.

I. AU will supply Albright with promotional literature. AU must approve, in writing, any promotional literature created by Albright regarding this agreement before it is publicly distributed.

J. To serve as a basis for evaluating the program, AU will provide Albright with non-personally identifiable statistical information regarding the number of applications, applicant credentials, admissions decisions, and performance of those who matriculate at AU upon request. AU and Albright agree that any information requested or provided under this provision must comply with the Family Educational Rights and Privacy Act.

## **III. TERMINATION OF AGREEMENT**

A. This Agreement may be terminated early for the following reasons: (1) for convenience by either party upon ninety (90) days advance written notice to the other party; (2) in the event that: (i) any party loses its license (if one is required); or (ii) the bankruptcy or insolvency of any party; or (3) upon a material breach by any party that is not cured within ten (10) days of receipt of written notice from any of the non-breaching parties of such material breach.

B. Termination of this Agreement for any reason shall have the following effect: neither party shall have further obligations hereunder except for obligations accruing prior to the date of termination such as

indemnification. The parties agree that any Albright students who are already enrolled in the AU's MS Marketing program prior to termination will be permitted to complete the MS Marketing program.

#### **IV. INSURANCE**

Both parties shall maintain its own insurance coverage to cover risk of activities which are the subject to this Agreement during the term of this Agreement.

#### **V. INDEMNIFICATION:**

A. To the fullest extent permitted by law, Albright shall defend, indemnify, and hold harmless AU, its agents, representatives, officers, directors, officials, and employees from and against all claims, suits, costs, damages, losses and expenses, including but not limited to attorney fees and costs, that AU may sustain by any breach of Albright warranties, representations, or by any act or omissions of Albright related to this Agreement.

B. To the fullest extent permitted by law, AU shall defend, indemnify, and hold harmless Albright, its agents, representatives, officers, directors, officials, and employees from and against all claims, suits, costs, damages, losses and expenses, including but not limited to attorney fees and costs, that Albright may sustain by any breach of AU warranties, representations, or by any act or omissions of AU related to this Agreement.

#### **VI. USE OF LOGO AND TRADEMARKS:**

Albright agrees that it will not use the name or logo or make any reference to AU or any components of AU in any advertising, publication, brochure, certificate, documentation or diploma without the prior consent of AU. Any such permission granted under this Agreement is for a nonexclusive, limited purpose related to the performance of this Agreement. AU agrees that upon any such request from Albright, permission shall not be unreasonably withheld. In addition, Albright agrees that nothing in this Agreement shall give any right, title or interest in any of AU's marks, trademarks, logos, or photographic images, except the right to use it in accordance with the terms of this Agreement. Albright agrees they will not, during the term of this Agreement, or thereafter, challenge the rights of AU in these marks, trademarks, logos or photographic images. The same agreement will hold with regard to use by AU of the Albright name, logo, trademarks, or images.

#### **VIII. GENERAL PROVISIONS**

A. **Independent Contractor.** This Agreement does not create among the parties any joint venture, partnership, or agency, or any other business relationship other than the specific relationship provided by the terms of this Agreement. All parties at all times and for all purposes shall be considered independent contractors of each other. All parties are responsible for payment of tax withholdings, workers' compensation, social security and other obligations imposed on them by international, federal, state, and local law for their activities and obligations performed pursuant to this Agreement. In dealing with third parties, each party agree to avoid creating any appearance that it is as acting as an agent for the other and to avoid making any representation which might reasonably be construed as creating or suggesting an agency relationship.

B. **Legal Compliance and Business Licensure.** The parties represent that each is engaged in an independent business and has complied with all applicable international, federal, state, and local laws,



including business permits and licenses of any kind that may be required to carry out such business.

C. **Notices.** All notices and statements required to be given under this Agreement shall be given in writing. All notices, demands and requests to be sent hereunder shall be deemed to have been properly given or served as follows: if delivered by facsimile when confirmation of such transmission is received; if delivered by hand when received; if mailed on the fifth (5th) business day following the date upon which the notice was deposited in the United States mail, addressed to the recipient of the notice, postpaid and registered or certified with return receipt requested; or otherwise upon actual receipt of such written notice. All such notices, demands and requests shall be addressed:

IF TO AU:

Associate Dean of Graduate Programs  
Kogod School of Business  
AMERICAN UNIVERSITY  
4400 Massachusetts Avenue, NW  
Washington, DC 20016  
United States of America

IF TO ALBRIGHT:

Dr. Mary McGee  
Provost and Vice President for Academic Affairs  
ALBRIGHT COLLEGE  
1621 N. 13<sup>th</sup> Street  
Reading, PA 19604  
United States of America

A courtesy email, which shall not constitute notice, may be sent to the addresses above.

D. **Dispute Resolution and Governing Law.** It is to the parties' mutual benefit to resolve their differences or disputes amicably; accordingly, each agrees to contact the other's designated representative to discuss and work toward the resolution of disputes which may arise during the term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. All parties agree that any dispute arising under this Agreement which cannot be resolved amicably shall be litigated in the courts located in the District of Columbia,

E. **Non-Assignment.** Neither party may assign this Agreement without the prior written consent of the other, except that a party may assign this Agreement, without consent, to (i) any subsidiary or affiliated company of such party, or (ii) an entity succeeding to all or substantially all of its stock or assets, whether by merger or purchase, provided that such entity shall expressly assume all of such assigning party's obligations under the Agreement. Any unauthorized assignment or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties' successors and assigns.

F. **Integrated Agreement.** This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representations and statements between the parties.

G. **Waiver and Amendments.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No amendment to any

provision of this Agreement shall be effective unless in writing and signed by both parties.

H. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

I. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

J. **Force Majeure.** The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, fire, flood, war, riot or public enemy. Upon such a delay, where neither party is responsible for unforeseen circumstances causing the delay, the term of this Agreement may be extended or modified based upon the impact of the delay and upon the mutual written Agreement of the parties.



K. **No Intended Third-Party Beneficiaries.** This Agreement is between Albright and AU and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third-party.

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute this Agreement on the day and date first above written.

VII. **Signed:**

For American University:

For Albright College:



Dr. Scott Bass, Provost

Dr. Mary McGee, Provost and Vice President  
for Academic Affairs

Date

9/1/16

Date

9/7/16