MEMORANDUM OF AGREEMENT BETWEEN

NORWICH UNIVERSITY COLLEGE OF GRADUATE AND CONTINUING STUDIES

AND SOCIETY OF AMERICAN MILITARY ENGINEERS

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is made and entered into by and between Society of American Military Engineers, a nonprofit association, and Norwich University's College of Graduate and Continuing Studies, a Vermont nonprofit corporation.

AGREEMENT FOCUS

1. SAME will promote Norwich programs (both undergraduate and graduate as desired by Norwich), to SAME Members through website, newsletter and board of direction promotion. Norwich will provide text, logos, and fliers on request.

2. Norwich will promote SAME to both undergraduate and graduate students and alumni as a professional Society for the Architecture, Engineering, Construction and National Security sectors. SAME will provide text, logos, and fliers on request.

3. SAME will include a Norwich point of contact in the member database with access to information from the Credentialing and College Outreach Communities of Interest within SAME. Norwich will ensure that SAME has a current point of contact at Norwich for communications. SAME will share that point of contact with appropriate SAME volunteers.

4. Norwich will provide a scholarship to active members and employees of SAME in the pursuit of a graduate degree in one of the online programs.
   a. The scholarship for a graduate degree will be in the amount of $3,000
   b. The scholarship will be awarded after the member has applied and been accepted to the Norwich graduate program of their choice.
   c. The scholarship will be distributed evenly over the terms of the graduate program according to the student’s individual degree plan. These are usually six-course degree programs.
   d. Scholarships are applied only as a discount to tuition and at no time will result in a direct payment to a recipient.
   e. SAME will verify membership.
LEGAL AGREEMENT

1. PAYMENT.
   a. Norwich will receive no payment from SAME for marketing services.
   b. SAME will receive no payment from Norwich for marketing services.

2. TERM OF AGREEMENT. SAME and Norwich University both agree that this agreement shall continue until either party, with 90 days written notice, elects to end the agreement. SAME and Norwich University both agree to connect annually to review the agreement and to discuss future collaboration strategies.

3. REPRESENTATIONS AND WARRANTIES OF SAME.
   SAME will provide to Norwich only those services that are defined as "exempt activities" as they relate to incentive-based compensation prohibitions and as described by U.S. Department of Education ("DOE") guidance, in relation to 20 U.S.C. § 1094(20), currently found within DOE "Dear Colleague" Letter GEN-11-95, issued on March 17, 2011, and any future guidance issued with respect to complying with 20 U.S.C. § 1094(20).

4. REPRESENTATIONS AND WARRANTIES OF NORWICH
   Norwich is solely responsible for determining whether students referred by SAME shall be admitted to Norwich's programs, as well as, the sole authority to set any enrollment targets, if any, for Norwich's programs.

5. CONFIDENTIAL INFORMATION.
   a. Each party recognizes that pursuant to this Agreement, it may receive information from the other party which is confidential. To the extent that such confidential information ("Information") is disclosed in furtherance of this Agreement, such information shall be so disclosed pursuant to the minimum terms and conditions listed below.
   b. Information disclosed that is considered in good faith by the disclosing party as confidential and/or proprietary shall be clearly marked as "confidential" or "proprietary." Information not easily marked including Information orally disclosed shall be summarized in writing and designated confidential by the disclosing party within thirty (30) days of its disclosure. However, all Norwich's student names, and their related educational records learned by SAME shall be treated as confidential regardless of source. Similarly, all SAME's student names, and their related educational records learned by Norwich shall be treated as confidential regardless of the source.
   c. Both parties agree that the party receiving Information will maintain such Information in confidence.
   d. Each party shall protect the other party's Information to the same extent that it protects its own confidential and proprietary Information and shall take all reasonable precautions to prevent unauthorized disclosure to third parties.
   e. The parties acknowledge that the unauthorized disclosure of such Information will cause irreparable harm. Accordingly, the parties agree that the injured party shall have the right to seek immediate injunctive relief enjoining such unauthorized disclosure.
   f. This provision shall not apply to information known to the receiving party at the time of receipt from the other party, generally known or available to the public through no act or failure to act by the receiving party, furnished to third parties by the disclosing party without restriction or disclosure, or furnished to the receiving party by a third party as a matter of right and without restriction or disclosure.
g. Immediately upon termination of this Agreement or at the request of the other party, each of the parties shall promptly return all materials in its possession containing Information of the other party.

6. USE OF TRADEMARK. Trademark means any trademark, logo, service mark or other commercial designation, whether or not registered, used to represent or describe one of the parties. At all times during the term of this Agreement and any extension thereof, Norwich grants SAME a non-exclusive, non-transferrable right to use Norwich's Trademarks in all advertisements and other marketing activities conducted by SAME to promote Norwich's online programs. SAME shall use Norwich's Trademarks in accordance with standards and guidelines provided by Norwich. SAME shall stop using Norwich's Trademarks if Norwich objects to any improper use of Norwich Trademarks, as determined by Norwich. Distributor shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to Norwich's Trademarks.

At all times during the term of this Agreement and any extension thereof, SAME grants Norwich a non-exclusive, non-transferrable right to use SAME's Trademarks in all advertisements and other marketing activities conducted by Norwich to promote SAME and its offerings. Norwich shall use SAME's Trademarks in accordance with standards and guidelines provided by SAME. Norwich shall stop using SAME's Trademarks if SAME objects to any improper use of SAME Trademarks, as determined by SAME. Distributor shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to SAME's Trademarks.

7. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

9. NOTICES. Any notice given under this Agreement shall be in writing and shall be effective when delivered personally, via e-mail, or deposited in the mail, postage pre-paid and addressed to the parties at their respective address as set forth below, or at any, new address subsequently designated in writing by either party to the other:

If to Norwich:
Norwich University
158 Harmon Drive
Northfield, VT 05663
Attn: Kevin T. Beal, Partnership Development Officer
bealm@norwich.edu
802-485-2799

If to SAME:
Society of American Military Engineers
607 Prince Street
Alexandria, VA 22314
Attn: Kathy Off, Strategic and Stakeholder Relations
koff@same.org
703-549-3800 Ext. 153
10. SECTIONS AND OTHER HEADINGS. The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11. GOVERNING LAW. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.

12. MEDIATION AND ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. If the dispute cannot be settled through mediation first, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration under the Vermont Arbitration Act, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13. INDEMNIFICATION AND HOLD HARMLESS.
   a. SAME shall fully indemnify, hold harmless and defend Norwich and its directors, officers, employees, and agents (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relating to this Agreement, or the breach thereof, in each case whether or not caused by the negligence of Norwich or any other Indemnified Party.

   b. Norwich shall fully indemnify, hold harmless and defend SAME and its directors, officers, employees, and agents (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relating to this Agreement, or the breach thereof, in each case whether or not caused by the negligence of SAME or any other Indemnified Party.

14. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, acts of God, acts of war or hostilities of any nature, laws or regulations of any government (whether foreign or domestic, federal, state, county or municipal) or any other similar cause beyond the reasonable control of the party affected. A party relying on such an event to excuse its performance hereunder shall immediately notify the other party in writing of the nature of that event and the prospects for that party's future performance and shall thereafter, while that event continues, respond promptly and fully in writing to all requests for information from the other party relating to that event and those prospects.

15. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

16. COMPLIANCE WITH LAWS. Norwich and SAME shall comply with all applicable laws, regulations, rules, orders, and other requirements, now or hereafter in effect, of governmental and accrediting authorities having jurisdiction. Without limiting the generality of the foregoing, both parties shall comply with all such requirements relating to each party's accreditation standards, all laws and regulations regarding Federal financial aid programs under 20 U.S.C. Subchapter IV,
and laws regarding student records under the Family Educational Rights and Privacy Act ("FERPA") as detail in (20 U.S.C. § 1232g; 34 CFR Part 99).

17. SEPARATE ENTITIES. Both parties are acting in separate capacities and not as employees, partners, joint ventures, associates, or agents of one another. With regard to the performance of this Agreement, each party acknowledges that it does not have the authority to act for or in the name of the other party or to commit the other party in any manner whatsoever. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Norwich University  
William H. Clemens, Ph.D.  
Vice President and Dean

Date 29 Aug 2019

Society of American Military Engineers  
Joseph Schroeder, P.E., F.SAME, BC, USA Ret.  
Executive Director

Date 23 May 2019