

LETTER OF UNDERSTANDING

July 27, 2016

This Letter of Understanding (LOU) is between **Society of American Military Engineers** located at 607 Prince Street, Alexandria, VA 22314 and Drexel University Online, LLC, DBA Drexel University Online, located at 3001 Market Street, Suite 300, Philadelphia, PA 19104. This Understanding covers specific responsibilities to be undertaken by **Society of American Military Engineers** and by Drexel University Online. The agreement is divided into two sections. Section I is the basic understanding governing this specific project undertaken by **Society of American Military Engineers** with Drexel University Online. Section II focuses on the financial arrangement between **Society of American Military Engineers** and Drexel University Online.

Now therefore and intending to be legally bound the parties hereby agree as follows:

SECTION I: ROLES OF SOCIETY OF AMERICAN MILITARY ENGINEERS AND DREXEL UNIVERSITY ONLINE

Under this agreement, **Drexel University Online** will:

- Develop and maintain a web page specifically for the use of **Society of American Military Engineer's** employees or members, board members, and immediate family members listing all online educational programs that will be offered at a reduced tuition rate.
- Produce marketing materials related to **Society of American Military Engineers – Drexel University Online** partnership at no cost.
- Assign a dedicated partnership liaison to the organization to serve as the main point of contact for Drexel University Online and primary resource for information about Drexel's online programs and facilitator of virtual activities that support the organization's human capital strategy and raise awareness of Drexel and its online academic programs.
- Work to provide periodic professional development webinars or brief workshops from Drexel University faculty and coordinate and/or participate in a variety of onsite and/or virtual activities like open houses, education or benefits fairs, and more.
- Manage all enrollments generated through **Society of American Military Engineers – Drexel University Online** partnership.

Society of American Military Engineers will:

- Do an initial announcement of the partnership through internal communication channels within thirty (30) days of partnership launch to be prepared by Drexel University Online and approved by **Society of American Military Engineers**.
- Allow Drexel University Online and Drexel University faculty and staff quarterly virtual access to the organization to provide supportive activities like open houses, professional development workshops and others that support **Society of American Military Engineer's** human capital development needs at dates and times that are mutually agreed upon.
- Work with Drexel University Online to promote programs and application deadlines, through pre-determined communication channels on a regular basis.
- Send out quarterly emails with Drexel University Online's exclusive messaging to their database members.
- Create navigation to a landing page highlighting Drexel University Online programs.

Term: This understanding shall commence upon date of final signature below and will remain in effect unless terminated with thirty (30) days' written notice from either party for any reason. Changes to this document can be made in writing with mutual consent. Should the partnership be terminated for any reason, all students enrolled in programs at that time will be entitled to continue to take advantage of the partnership benefits through graduation, not to exceed five (5) years from the date of termination; however, the partner page will be removed from the website and no further marketing action will be taken.

This Letter of Understanding will be evaluated for renewal and re-executed by both parties every two (2) years.

Nonexclusive: This LOU is not exclusive and in no way prohibits **Society of American Military Engineers** from partnering with any other college or university to provide educational benefits to their employees or members, board members, and immediate family members members.

Marketing: Each party agrees it shall not use the name, logo, seal, trademark, or service mark of the other party without the prior written consent of that party. Drexel University Online will produce marketing materials for Society of American Military Engineers' approval prior to use. A joint marketing plan will be developed, which may include such things as: development of co-branded brochures, internal communications materials, articles in appropriate Society of American Military Engineers publications, mailings to employees, e-mail communications, flyers, posters, and presentations onsite at member locations, and at appropriate meetings or events.

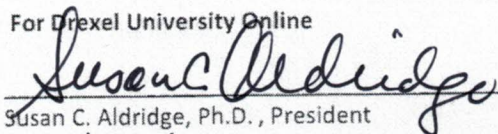
General: The parties are independent contractors. Nothing contained in this Agreement is intended to create an agency or joint venture between the parties. At no time will either party make commitments or incur any charges or expenses for or on behalf of the other party. Any notice must be in writing and sent to the address of the party listed below. This LOU may only be modified by a written amendment that is executed by an authorized representative of each party. This LOU will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties will use reasonable efforts to resolve amicably any disputes that may relate to or arise under this LOU. If the parties are unable to resolve the dispute amicably, then the parties will submit to the exclusive jurisdiction of, and venue in, the state and Federal courts located in the Eastern District of Pennsylvania. This LOU contains the entire agreement between the parties with respect to subject matter of this LOU and supersedes all other oral or written representations, statements, or agreements with respect to such subject matter. This LOU is binding upon the parties and their respective successors and assigns. Neither party may assign this LOU without the prior written consent of the other party, provided, however, that a party may assign this LOU to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof.

SECTION II: FINANCIAL ARRANGEMENT

Drexel University Online will provide a reduced tuition rate (Appendix A) to **Society of American Military Engineers** employees or members, board members, and immediate family members who participate in online programs and courses offered through this relationship. Tuition and fee rates are subject to change each academic year as determined by the Drexel University Board of Trustees.

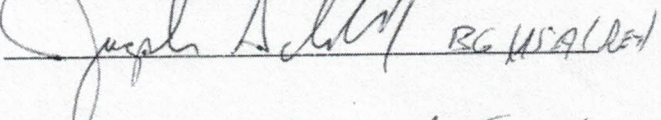
If the above terms and conditions are acceptable, please sign and return to: **Drexel University Online**, Attention: Strategic Partnerships: 3001 Market Street, Suite 300, Philadelphia, PA 19104; Fax: 215-895-0499

For Drexel University Online


Susan C. Aldridge, Ph.D., President

10/17/16
Date

For Society of American Military Engineers


EXECUTIVE DIRECTOR, SAAME

Date



Drexel
UNIVERSITY

ONLINE