

Memorandum of Understanding
between

**Society of American Military Engineers and the Environmental and Energy
Management Institute in the School of Engineering and Applied Science at the George
Washington University**

This Memorandum of Understanding (MOU) is made by and between Society of American Military Engineers, a District of Columbia nonprofit corporation (SAME) located in Alexandria VA and the George Washington University, a congressionally chartered nonprofit university, on behalf of its School of Engineering and Applied Science Environmental and Energy Management Institute (EEMI) located in Washington, D.C. (each, a "Party", and together, the "Parties"). The execution of this MOU recognizes the intent of the two organizations to form a strategic alliance to promote to SAME membership, energy and environmental professional development online courses offered by EEMI.

DUTIES AND OBLIGATIONS

Under this MOU, EEMI will:


- Do an initial announcement of the partnership through social media and website news and other public forums
- List SAME as a Strategic Partner on the EEMI website
- Provide SAME a unique discount code (we have a half dozen all-together) for use by their members enrolling in EEMI professional development courses a 15% tuition discount. Any additional courses that a SAME student wishes to pursue outside of the energy and environmental professional development online courses will not include the tuition discount set forth in this MOU.
- Assign a dedicated partnership liaison to serve as the main point of contact.

Under this MOU, SAME will:

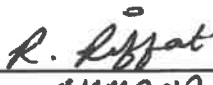
- Do an initial announcement of the partnership through internal communications.
- List EEMI as a Strategic Partner on the website and announce the partnership through SAME e-newsletter.
- Promote EEMI professional development course offerings through SAME website calendar or e- newsletter in accordance with SAME marketing priorities.
- Assign a dedicated partnership liaison to serve as the main point of contact.

In witness whereof, the parties hereto have executed this Memorandum of Understanding by proper persons duly authorized.

Society of American Military Engineers


Name: BG Joe Schroedel, P.E., USA (Ret.)
Title: Executive Director
Date: 4 March 2019

The George Washington University


Name: RUMANA RIFFAT
Title: Interim Dean, School of Engineering &
Applied Science
Date: 2/12/19

Appendix A: Legal

TERM AND TERMINATION

1. Term of Memorandum of Understanding: SAME and EEMI both agree that this MOU shall continue for an initial period of three (3) years effective February 12, 2019 (the "Effective Date") and may be extended thereafter by written mutual consent of the Parties. SAME and EEMI both agree to review this MOU annually and discuss future collaboration strategies.

2. Termination.

a. Termination without Cause. Either Party may terminate this MOU without cause at any time by providing written notice of termination to the other Party at least ninety (90) days before the date of its intended termination, which shall be specified in the written notice of termination. If either Party chooses to terminate this MOU, the tuition discount will remain in effect for the semester in which the MOU was terminated, but will no longer be effective for the following semester.

b. Termination for Cause. Either Party may terminate this MOU for cause in the event that:

i. Either Party dissolves or ceases to exist, becomes bankrupt or insolvent, or takes a substantially equivalent action under applicable local law; or

ii. Either Party commits a material default which is subject to cure and which is not cured within a thirty (30) day period following written notice of the nature of the default for non-financial matters, and within a ten (10) day period following written notice for financial matters, including, without limitation, the making of a payment required by this MOU. For defaults not reasonably subject to cure within the cure period, this MOU will terminate effective as of the date set forth in the default notice.

MISCELLANEOUS

1. Representations and Warranties. Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this MOU; and (d) there are no legal restrictions or bars to each Party entering into this MOU.

2. Counterparts. This MOU may be executed in one or more counterparts, each of which will be an original and all of which will constitute together the same document.

3. Headings. The headings used in this MOU are for purposes of ease of reference only, and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.

4. Indemnification. Each Party shall defend, indemnify and hold the other Party, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this paragraph shall survive the termination of this MOU.

5. Limitation of Liability. Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory

giving rise to such damages is tort or contract or otherwise. In no event will GW be responsible to SAME for any amounts in excess of the amount paid by SAME to GW hereunder.

6. **Force Majeure.** Neither Party shall be responsible for any failure or delay in its performance under this MOU due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the MOU upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party.

7. **Governing Law.** This MOU shall be governed and construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the District of Columbia without regard to conflicts of laws issues.

8. **Dispute Resolution.** Any dispute arising from this MOU shall be resolved by good faith negotiations between the parties. If the parties cannot resolve the dispute via negotiations, either Party may file suit solely in the local or federal courts of the District of Columbia, and all parties hereby consent to the personal jurisdiction and venue of such courts for any such action, regardless of where they may reside or work at the time of such dispute.

9. **Compliance with Law.** Each Party agrees to comply in all material respects with all applicable laws, statutes, ordinances, rules, regulations, and judicial and administrative orders and decrees during the term of this MOU.

10. **Assignment.** Neither Party shall assign this MOU, in whole or in part, without the other Party's prior written consent. Any attempt to assign this MOU, without such consent, shall be null and void.

11. **Waivers.** The delay or failure of either Party to exercise any of its rights under this MOU for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

12. **Severability.** If any part, term or provision of this MOU shall be held void, illegal, unenforceable or in conflict with any law of a government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected. However, if such invalidity changes the basic intent of the Parties, as set forth in this MOU, the rights, duties or obligations of the Parties shall be subject to a good faith negotiation.

13. **No Agency.** The parties are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nothing contained herein shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.

14. **Confidentiality.** Information concerning either Party's business methods, financial information, future plans, personnel data, trade secrets, information systems, financial and accounting policies or similar matters, or information designated as "confidential" by a disclosing Party, including but not limited to the financial terms of this MOU, or released under

circumstances where a reasonable person would understand that such information is to be treated as confidential, shall be treated as confidential. The Party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties without the written consent of the disclosing Party, and neither Party may use the other Party's confidential information for any purpose except for purposes of performing this MOU. This confidentiality requirement shall not apply to: (i) information in the public domain; (ii) information independently developed by either Party without use of the other Party's confidential information; (iii) information received by either Party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by law.

15. Confidentiality of Student Educational Records. The Parties agree to treat personally identifiable information contained in student educational records as confidential and will not release such information to third parties without the written consent of the student whose educational records are sought.

16. Notices. All notices required or permitted under this MOU shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

For EEMI: Joseph Cascio
cascio@gwu.edu
GWU (SEAS-EEMI)
725 23rd St., NW (Suite 103)
Washington DC, 20052

For SAME: Kathy Off
koff@same.org
607 Prince Street
Alexandria, VA 22314

Either Party may change its address for notices under this MOU by giving written notice to the other Party by the means specified in this section.

17. Entire Agreement; Modification. This MOU (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of each Party.