

SERVICES AGREEMENT
between Organization and Education Provider

Society of American Military Engineers (SAME) (hereinafter referred to as "Organization"), located at Suite 100, 1420 King St Alexandria, VA 22314 and Bootcamp GIS, 6161 El Cajon Blvd, Suite B, #421, San Diego, 92115, hereinafter referred to as "Education Provider."

This agreement outlines the relationship of Organization to offer a catalog of GIS courses within a Technical Certificate to its students using the content and services of the Education Provider.

1. The parties agree that Organization will provide services for Education Provider as detailed in Exhibit A hereinafter referred to as the "Services."
2. The term of this services agreement will start at the execution of this document and continue until written notification of termination of agreement is presented by either party.
3. Education Provider shall send payment to Organization as detailed in Exhibit A.
4. Organization shall not discriminate against any individual with respect to his/her race, color, religion, sex, national origin, age, handicap, medical condition, or marital status.
5. Organization shall agree to indemnify, defend, and save harmless Education Provider and the officers, employees, volunteers and agents of such from any and all loss, damage, or liability that may be suffered or incurred by such, caused by, arising out of, or in any way connected with the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are not caused by or result from the negligent or intentional acts or omissions of Education Provider, and/or its officers, agents and employees.

To the fullest extent allowable by law, Education Provider shall agree to indemnify, defend and save harmless the Organization, the officers, employees, volunteers, and agents of each from any and all loss, damage, or liability that may be suffered or incurred by each, caused by, arising out of, or in any way connected with the operations of the Education Provider in performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are not caused by or result from the negligent or intentional acts or omissions of the Organization, the officers, and employees.

6. Both parties acknowledge and agree that this Agreement may only be amended in writing as mutually agreed upon by both parties.
7. None of the provisions of this Agreement are intended to create nor shall any be deemed or construed to create, any relationship between Education Provider and Organization other than that of independent entities for the purpose of effecting the provisions of this Agreement.



Bootcamp GIS

8. This Agreement shall not create, nor be deemed or construed to create any rights in any third party, including any students, providers, contractors, employees, agents, or representatives of the preceding.
9. The signatories of this Agreement warrant that they represent the Organizations listed and are legally empowered to commit to any and all provisions in this Agreement.
10. This Agreement, governed by the laws of the State of California, represents the entire Agreement of the parties and supersedes all other agreements between them.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names. This agreement is to be executed digitally, with one copy for each party. Either copy is of equal validity.

Education Provider: Bootcamp GIS
Named Representative: Andres Abeyta
Title: Director

Signature Andres Abeyta

Date 10/20/2021

Organization: Society of American Military
Engineers
Name Representative: Joseph Schroedel
Title: Executive Director

Signature Joseph Schroedel

Date 10/28/2021

EXHIBIT A

TERMS TO SCOPE OF SERVICES

EDUCATION PROVIDER RESPONSIBILITIES

1. Communication support and technical support.
2. Provide a liaison for Organization to oversee program academic compliance: curriculum requirements, attendance, assessment, etc., and will provide Organization with documentation upon request.
3. Provide all course descriptions, objectives, and content previews for approval.
4. Provide Organization affiliate link URL
5. Register students in Education Provider LMS
6. Provide Organization with log-in credentials to LMS for student tracking
7. Provide Organization with evidence of completion
8. Send payments for student registrations to Organization on a quarterly basis: Jan 31, Apr 30, Jul 31, Oct 31.

Organization RESPONSIBILITIES

1. Create program landing page with hyperlinks to Education Provider LMS
2. Handle student inquiries and refer to Bootcamp GIS staff.
3. Marketing support to include landing page, PDF flyers, blog articles, email blasts, outreach to constituent database. Embed marketing outreach through standard marketing communications.
4. Allow use of Organization logo, photographs, use of name, and promotional images for website landing pages, advertisements, and certificates. Review and approval is required.

DATES, SCHEDULE, TIMES AND LOCATION

Dates: All courses are asynchronous and do not have coordinated start/end dates

Lectures: Online via Education Provider LMS

Times: Accessible at student discretion

COMPENSATION & FEES

Education Provider shall send payment of 10% of tuition revenue generated from Organization generated registrations. Education Provider LMS will automatically track students registering from Organization website links. The 10% fee is based on the regular, promotional, or discounted price of the course at the time of purchase. Education Provider reserves the right to offer these discounts.



CHANGE MANAGEMENT

Changes in course listings, instructors, list prices will be provided to Organization in writing as they occur to allow for Organization website updates.

TERM

This agreement shall be considered ongoing from signing. At 1 year, an evaluation shall commence to discuss improvements. At that time, either the agreement continues in force or a termination letter will be conveyed.

TERMINATION

Organization shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This Agreement may be terminated by the Organization or by the Education Provider by giving thirty (30) days prior written notice to the other party. Said notice shall be given to the person executing this Agreement. In the event of termination, all contract services and fees shall be paid for student registrations through termination date, and fees will be due and payable.

End Agreement

Signature Certificate

Folder Ref: c9f1baa00ee244b2bd01a817a3176060080108a1



Author: Andres Abeyta Creation Date: 20 Oct 2021, 22:11:37, PDT Completion Date: 28 Oct 2021, 08:05:31, PDT

Document Details:



Name: 2021 SAME Bootcamp GIS_Agreement__v1
Type:
Document Ref: 5fdc843d9457c5b34a7bd09f20e987f01ce69ca796fe3919a1ea7a77cc8e9f94
Document Total 4
Pages:

Document Signed By:

Name: Andres Abeyta
Email: andres.abeyta@gmail.com
IP: 2600:1700:4e36:c030:fda8:71a2:c8b0:12a
Location: SAN DIEGO, CA (US)
Date: 20 Oct 2021, 22:19:08, PDT
Consent: eSignature Consent Accepted
Security Level: Email

Name: Rob Biederman
Email: rbiedermann@same.org
IP: 173.10.129.69
Location: ALEXANDRIA, VA (US)
Date: 28 Oct 2021, 08:05:31, PDT
Consent: eSignature Consent Accepted
Security Level: Email

Document History:

Folder Created	Andres Abeyta created this folder on 20 Oct 2021, 22:11:37, PDT
Invitation Sent	Invitation sent to Andres Abeyta on 20 Oct 2021, 22:15:45, PDT
Invitation Sent	Invitation sent to Rob Biederman on 20 Oct 2021, 22:15:45, PDT
Invitation Accepted	Invitation accepted by Andres Abeyta on 20 Oct 2021, 22:15:45, PDT
Signed By Andres Abeyta	Andres Abeyta signed this folder on 20 Oct 2021, 22:19:08, PDT
Invitation Accepted	Invitation accepted by Rob Biederman on 21 Oct 2021, 04:32:16, PDT
Signed By Rob Biederman	Rob Biederman signed this folder on 28 Oct 2021, 08:05:31, PDT
Executed	Document(s) successfully executed on 28 Oct 2021, 08:05:31, PDT
Signed Document(s)	Link Emailed to andres.abeyta@gmail.com
Signed Document(s)	Link Emailed to rbiedermann@same.org

