MEMORANDUM OF AGREEMENT

Between:

AMERICAN UNIVERSITY
4400 Massachusetts Avenue, NW
Washington, DC 20016

and

BAYLOR UNIVERSITY
One Bear Place #97014
Waco, TX 76798

American University, a fully accredited private doctoral institution chartered by an Act of Congress in 1893, and Baylor University, a a fully accredited private doctoral institution chartered by the Republic of Texas in 1845, recognize that an agreement to establish a relationship would be of mutual benefit.

Therefore, on this 1st day of May, 2014, American University, represented by Scott A. Bass, Provost, and Baylor University, represented by Elizabeth Davis, Provost, 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 June 1, 2014 and will be in effect for six (6) 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 Baylor University and American University warrant and represent that they are in compliance with all applicable 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, Baylor University 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 Baylor University.

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.

12. With the consent of AU and Baylor University, electronic signatures will be considered originals in the execution of this Agreement.

Now intending to be legally bound, American University and Baylor University 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: Baylor University
   Waco, TX USA

Dr. Scott A. Bass
Provost

Date 5/29/14

Dr. Elizabeth Davis
Executive Vice President and Provost

Date 5/20/14
SUPPLEMENTAL AGREEMENT

AMERICAN UNIVERSITY
Office of the Provost
4400 Massachusetts Avenue, NW
Washington, DC 20016

and

BAYLOR UNIVERSITY
Office of the Provost
One Bear Place #97014
Waco, TX, 76798

American University ("AU"), represented by Provost Scott A. Bass, and Baylor University, represented by Provost Elizabeth Davis, enter into this Supplemental Agreement ("Agreement") effective the June 1, 2014. AU and Baylor University agree to provide an educational experience for Baylor University undergraduate students at AU for a semester or a year during the period of the Agreement. This experience will be provided for visiting students under the auspices of the Washington Semester Program ("WSP") in the School of Professional and Extended Studies of American University. AU and Baylor University agree to support the activities of the WSP in accord with the terms of this Agreement for the mutual interests of both institutions.

In pursuit of this objective, AU and Baylor University agree to the terms and conditions set forth below.

1. Term. This Agreement is supplemental to the Memorandum of Agreement between Baylor University and AU, dated May 1, 2014 ("MOA"). If there is a conflict between the MOA and this Supplemental Agreement, then the MOA shall govern. This Agreement will become effective on the date first written above and will be in effect for one (1) year from that date, unless sooner terminated as provided in this Agreement. Renewal of this agreement shall require the execution of a new written agreement.

2. Member School Institutional Representative. Baylor University will designate a member of its faculty or staff as the institutional representative, who becomes a member of the Washington Semester Inter-Institutional Consortium. The institutional representative cooperates with AU’s Dean of the School of Professional & Extended Studies and the Director of the Washington Semester Program in all matters concerning the Program at his or her school and as such serves as the liaison with American University. The representative acts as an advisor to students from the home school with respect to the Washington Semester Program before students arrive at American University.

3. Admission. Baylor University students will apply directly to the Washington Semester Program. Students will be admitted to the Washington Semester Program after AU and Baylor University have approved each student's application. Baylor University may send one or more senior, junior, or second-semester sophomore students each year to study in the Washington Semester Program. AU will make admission decisions on student applications.
based on the Baylor University recommendations, and the scholastic achievement, readiness and ability to do independent work of the applying student and other admission criteria set by AU. Students selected may be majors in any field, but must have an introductory course in a related field or its equivalent as determined by the participating school. AU will have final decision on the acceptance of students into the Washington Semester Program.

4. **Non-Degree Students.** Students participating in the Washington Semester Program are considered visiting, non-degree students and have not transferred to American University and remain enrolled in their home institutions, in accordance with its established policies.

5. **AU/WSP Scholarships.** Subject to availability of institutional funds, Baylor University students are eligible to apply for AU/WSP scholarships for tuition, housing or international travel in one of the select travel programs. Eligibility criteria for these scholarships will be determined by AU. AU will have sole discretion to determine any scholarship awards. AU agrees to inform Baylor University of scholarship recipients and amounts as awards are made.

6. **Classes and University Services.** Upon admission to the AU/WSP, Baylor University student will be entitled to enroll in AU classes carrying a fulltime load of up to 17 credit hours in courses appropriate to the Washington Semester Program offering in which the student is enrolled. Washington Semester Program offerings are described in the Washington Semester Program Section of AU's Catalog and are made a part of this Agreement. The specific academic requirements, such as credit hours, in AU’s Catalog may be changed from time to time. The student is also entitled to university services and privileges provided to regular full-time undergraduates, such as student health services, academic support services, library facilities, computer laboratories, sports and fitness center.

7. **Housing.** Subject to availability, WSP students are housed in university affiliated housing at the same rate charged regular full-time undergraduate students for the same facilities. AU will assist Baylor University students in locating off-campus housing if students strongly prefer such housing, or if AU is unable to provide university affiliated housing.

8. **Health and Insurance.** Baylor University students must have health insurance while participating in the Washington Semester Program and will be required to provide proof of such insurance to AU. Students who do not have the required health insurance coverage will be enrolled in the AU’s student health insurance plan. The cost of this health insurance will be added to their mandatory fees. All students are responsible for any medical expenses not covered by AU’s student health insurance plan.

9. **Billing.** Please choose one of the following options:

   - Billing Category A—AU will bill students directly for all charges for enrollment in the WSP including but not limited to tuition, housing, meal plans, medical insurance, technology fee, student government fee, and any special travel program fee.

   OR
Billing Category B - AU will bill Baylor University after AU's course drop/withdrawal refund period for all charges for students enrolled in the WSP including but not limited to tuition, housing, meal plans, medical insurance, technology fee, student government fee, and any special travel program fee. AU will not send a bill to the student.

OR

Billing Category C—AU will bill Baylor University for tuition for students enrolled in the WSP, AU will bill students directly for all other charges including but not limited to housing, meal plans, medical insurance, technology fee, government fee, and any special travel program fee.

In the event that a Baylor University student is unable to enroll at AU following admission, or withdraws from study at AU following the commencement of the academic term, AU's graduated refund policy for tuition charges will apply.

10. Tuition. Please choose one of the following tuition remission options:

Baylor University agrees to the following payment structure:

i. if the number of students enrolled in WSP in the fall and spring semesters of the previous academic year from Baylor University is zero (0) to seven (7) students, Baylor University agrees to pay AU for each Baylor University student the equivalent of the Baylor University's fulltime undergraduate tuition rate in effect the semester the student is enrolled; or

ii. if the number of students enrolled in WSP in the fall and spring semesters of the previous academic year from Baylor University is eight (8) or more students, Baylor University agrees to pay AU for each Baylor University student the equivalent of Eighty Percent (80%) of the AU fulltime undergraduate tuition rate in effect the semester the student is enrolled.

OR

Baylor University agrees to nominate and enroll a minimum of five (5) students in the WSP each academic year. Only fall semester and spring semester enrollment will count towards minimum enrollment. Baylor University agrees to pay AU for each Baylor University student the equivalent of Seventy-Two Percent (72%) of the AU fulltime undergraduate tuition rate in effect the semester the student is enrolled. The minimum payment due to AU each academic year is five (5) times Seventy-Two Percent (72%) of the AU fulltime undergraduate tuition rate in effect during that academic year.
11. **Student Conduct.** Baylor University students will be subject to both Baylor University and AU's policies, rules, and regulations including but not limited to the Student Conduct Code and Academic Integrity Code. AU and Baylor University may each take disciplinary action against a Baylor University student for any reason they deem appropriate.

12. **Transcripts.** As students are not transferred to American University, academic work done at American University's Washington Semester Program becomes a part of the student's record in the home school. Accordingly, the registrar of American University will send a certified transcript of each student's academic work in all courses taken at AU/WSP to the registrar of the home school at the request of the student. It is the prerogative of the home school to assess the level of academic work and student effort for its equivalent credit(s) at the home school. Grades and credit earned at the American University also remain a permanent part of the AU record. The student may always request a separate AU transcript at any time in the future.

13. **PERPA.** The parties acknowledge that records maintained by AU related to Baylor University students participating in the WSP may be shared with Baylor University under 34 CFR 99.31(2) provided that the "disclosure is for purposes related to the student's enrollment" at Baylor University. If access in excess of that permitted by 34 CFR 99.31(2) is required, it may be allowed provided Baylor University students sign a Consent and Release form that includes that following clause: "By signing below, I authorize and permit American University to communicate and share my education records with Baylor University about any matters or education records pertaining to the my participation in the Washington Semester Program, including but not limited to my health, well-being, conduct, and academic study. I acknowledge that the purpose of this disclosure of my education record is related to my participation in the academic program between American University and Baylor University."

14. **Research Project.** If a Baylor University student chooses to complete a research project while attending the Program, Baylor University retains the right to have its own faculty read the student's Washington Semester research project and to award it a grade that supplants the grade given on the transcript. This reservation is intended primarily for the use of those home institutions granting additional course credit for the project as a part of a larger, continuing project or research at the home school.

15. **Pass/Fail.** A student desiring to register pass/fail for Washington Semester courses under American University's pass/fail system must receive the written permission of the home school to do so. Alternatively, the home school may, at the student's request, convert the letter grades earned in the program to pass/fail equivalents in the home school's system.

16. **Maintenance of Membership.** A member school that fails to send any qualified students over a period of four (4) consecutive semesters may be dropped from the Program. Such an action, if taken, would occur only after discussion with AU.

17. **Admission to AU:** To safeguard the interests of the home school, AU agrees that no Washington Semester Program student will be admitted to a degree program at AU in the academic semester following participation in the Program unless the student has graduated from Baylor University.
18. Liability. Neither AU nor Baylor University will be liable for damages caused by Baylor University students to their own or other persons and property, including damage due to abuse of alcoholic beverages, medicines, or illegal drugs. Baylor University students will be individually liable for the economic and legal consequences of their personal actions.

19. Amendments. This Agreement may be amended by the written consent of the signatories or their duly authorized representatives.

20. Termination. Either institution may choose to terminate this Agreement by written notification to the other. Termination will be effective three (3) months after written notification is received by the other institution. The notice of termination notwithstanding, Baylor University students already admitted or enrolled at AU under this Agreement will be permitted to complete their studies through the end of the academic term for which they have been admitted and enrolled. Either institution can terminate the Agreement immediately if, in its opinion, the other institution is incapable of fully performing the services described herein, or the health, safety, or welfare of students are endangered for any reason, in the sole opinion of the terminating institution.

21. 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.

22. 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.

23. 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:

Carola Well, PhD
Dean, School of Professional & Extended Studies
American University
4400 Massachusetts Ave, NW
Washington DC 20016

IF TO MEMBER SCHOOL:

Dr. Thomas Hibbs
Dean, Honors College
Baylor University
One Bear Place #97181
Waco, TX 76798-7181

24. Governing Law. 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.

25. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the other.

26. Integrated Agreement. The MOA and this Supplemental Agreement supersedes all prior agreements and understandings (whether written or oral) between Baylor University and AU, with respect to the subject hereof.

27. Waiver and Severability. 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. 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.

28. 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.

29. Force Majeure. If either party shall be prevented or interrupted from performing such party’s obligations under this Agreement, due to acts of God, or forces of nature, or forces of government or civil unrest, labor disputes, court order, public enemy, illness, terrorism, flood, fire, war or any other similar cause beyond the party’s control, such prevention or interruption shall not be deemed a breach of this Agreement, nor a cause for forfeiture of
either party's rights hereunder, and no party shall have any liability whatsoever to any other party for any consequences or damages as a result of any of such acts; provided however, if any such act prevents either party from fully performing for more than fourteen (14) calendar days, then either party may terminate this Agreement immediately.

30. Electronic Signatures. With the consent of AU and Baylor University, electronic signatures will be considered originals in the execution of this Agreement.

The parties hereto have caused their duly authorized representatives to execute this Agreement on the day and date first above written.

Dr. Scott A. Bass  
Provost  
American University  
5/29/14  
Date

Dr. Elizabeth Davis  
Executive Vice President and Provost  
Baylor University  
5/20/14  
Date