SUPPLEMENTAL AGREEMENT

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

And

DILLARD UNIVERSITY
2601 Gentilly Boulevard
New Orleans, LA 70122

American University ("AU"), represented by Violetta T. Etelle, Vice Provost for Academic Administration, and DILLARD UNIVERSITY ("DILLARD") represented Yolanda W. Page, Vice President for Academic Affairs, enter into this Supplemental Agreement ("Agreement") to establish an educational partnership. This Supplement Agreement will become effective on the last date of signature by the Institutions and will be in effect for 5 years from that date unless terminated earlier under the terms of this Agreement. Renewal of this agreement shall require the execution of a new Supplemental Agreement.

AU and DILLARD agree to provide an educational experience for DILLARD 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 & Extended Studies of American University. AU and DILLARD agree to support the activities of the partnership in accord with the terms of this Agreement for the mutual interests of both institutions.

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

1. **Term.** This Agreement is supplemental to the Memorandum of Agreement between DILLARD and AU ("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 last date of signature by the Institutions and will be in effect for five (5) years 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. **Partner School Institutional Representative.** DILLARD will designate a member of its faculty or staff as the institutional representative. 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 AU. The representative acts as an advisor to students from the home school with respect to the Washington Semester Program before students arrive at AU.

3. **Admission.** DILLARD students will apply directly to the Washington Semester Program. Students will be admitted to the Washington Semester Program after AU and DILLARD
have approved each student's application. DILLARD 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 DILLARD 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 AU and remain enrolled in their home institutions, in accordance with its established policies.

5. **AU/WSP Scholarships.** Subject to availability of institutional funds, DILLARD students are eligible to apply for AU/WSP scholarships for tuition or housing. Eligibility criteria for these scholarships will be determined by AU. AU will have sole discretion to determine any scholarship awards. In no case will scholarships awarded to a student exceed the cost of attendance.

6. **Classes and University Services.** Upon enrollment and payment of tuition and fees, DILLARD students 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 DILLARD 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.** DILLARD 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, and student government fee.

OR
 Billing Category B - AU will bill DILLARD for all charges for students enrolled in the WSP including but not limited to tuition, housing, meal plans, medical insurance, technology fee, and student government fee. AU will not send a bill to the student. DILLARD agrees to make payment within thirty (30) days after receiving the bill.

OR

 Billing Category C - AU will bill DILLARD 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, and government fee. DILLARD agrees to pay the total tuition for students enrolled in the WSP within thirty (30) days after receiving the bill.

In the event that a DILLARD 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 check which tuition category/ies apply to you)

   a. AU's Washington Semester Program offers three tiers of tuition based on the sending home school tuition:

     ✗ Tier 1: If the sending partner's tuition rate is below 75% of AU's prevailing undergraduate rates, then each student will pay 25% off AU's prevailing undergraduate rate for the semester of study in the Washington Semester Program.

     ✗ Tier 2: If the sending partner's tuition rate is between 75% and 100% of AU's prevailing undergraduate rates, then each student will pay their home school rate for the semester of study in the Washington Semester Program.

     ✗ Tier 3: If the sending partner's tuition rate is greater than AU's prevailing undergraduate rates, then each student will pay AU's prevailing undergraduate rates for the semester of study in the Washington Semester Program.

   b. Unless otherwise stipulated in this Agreement, tuition for WSP is to be paid at prevailing rates as outlined on the fee schedule for each program prior to commencement. Additionally, select students may be eligible for competitive, partial scholarships on an individual basis upon admission to the program.

   c. Preferred partner rates (Fall/Spring semesters only) are available to schools and organizations sending cohorts of students to the Washington Semester Program. To qualify for preferred partner rates, minimum enrollment thresholds of five or more students per semester must be met.
11. **Student Conduct.** DILLARD students will be subject to AU’s policies, rules, and regulations including but not limited to the Student Conduct Code and Academic Integrity Code. AU can take disciplinary action against a DILLARD student for any reason AU deems appropriate.

12. **Transcripts.** As students are not transferred to AU, academic work done at AU’s Washington Semester Program becomes a part of the student’s record in the home school. Accordingly, the registrar of AU 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 AU 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. **FERPA.** The parties acknowledge that records maintained by AU related to WSP students’ attendance at AU are considered confidential “student education records.” Student education records may not be disclosed by AU except under narrow circumstances as permitted by U.S. federal law (Family Educational Rights and Privacy Act (“FERPA”)). Therefore, DILLARD agrees that it generally will not have access to Students’ education records maintained by the University, unless allowed under FERPA. Such access may be allowed provided DILLARD students sign a Consent and Release form that includes the following clause:

> “By signing below, I authorize and permit American University to communicate and share my education records with Dillard University about any matters or education records pertaining to 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 records is related to my participation in the academic program between American University and Dillard University.”

14. **Research Project.** If a DILLARD student chooses to complete a research project while attending the Program, DILLARD 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 AU’s pass/fail system must receive the written permission of the home school to do so. Alternately, 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 Partnership.** A partner 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 DILLARD.

18. **Liability.** Neither AU nor DILLARD will be liable for damages caused by DILLARD students to their own or other persons and property, including damage due to abuse of alcoholic beverages, medicines, or illegal drugs. DILLARD 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 notice to the other. Termination will be effective three (3) months after written notice is received by the other institution. The notice of termination notwithstanding, DILLARD 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 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:
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 Dillard 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 DILLARD, 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.

For American University  
Washington, DC USA

Violetta T. Ertle  
Vice Provost for Academic Administration  
American University

Date

For: Dillard University  
New Orleans, LA USA

Yolanda W. Page, Ph.D.  
Vice President for Academic Affairs  
Dillard University

Date  
10/3/19

Ralph Johnson  
Vice President for Business and Finance & CFO  
Dillard University

Date  
10/7/19

Reviewed for Legal Sufficiency:

Brandon Greene  
General Counsel

Date  
10/7/19
MEMORANDUM OF AGREEMENT

Between:
AMERICAN UNIVERSITY
4400 Massachusetts Avenue, NW
Washington, DC 20016
United States of America

And

DILLARD UNIVERSITY
2601 Gentilly Boulevard
New Orleans, LA
United States of America

American University, a fully accredited private doctoral institution chartered by an Act of
Congress in 1893, and Dillard University a private, historically black, liberal arts institution located in
New Orleans, Louisiana, recognize that an agreement to establish a relationship would be of mutual
benefit, individually referred to as “Institution”, and collectively referred to as “Institutions.”

Therefore, American University, represented by Violetha T. Bittle, Vice Provost for Academic
Administration, and Dillard University, represented by Yolanda W. Page, Vice President for Academic
Affairs, agree to the following:

1. The Institutions agree to explore cooperative academic initiatives between the two
   institutions. Any academic initiatives will be agreed upon in writing by the Institutions that
   will be specified in Supplements to this Agreement.

2. The Institutions agree that any expenses incurred by either Institution under this
   Agreement will be the sole responsibility of that Institution unless otherwise specified in
   writing in the Supplements to this Agreement.

3. This Memorandum of Agreement will become effective on the last date of signature by
   the Institutions and will be in effect for 5 years from that date unless terminated earlier
under the terms of this Agreement. Renewal of this agreement shall require the execution of a new Memorandum of Agreement.

4. This Agreement may only be amended by means of common written consent on the part of the signatories or their duly authorized representatives.

5. This Agreement may be terminated early for the following reasons: (1) any Institution may terminate for convenience by providing at least ten (10) days advance written notice to the other party; (2) upon the mutual written agreement of the parties; (3) in the event that: (i) any party loses its license (if one is required); or (ii) the bankruptcy or insolvency of any party; or (4) upon a material breach by any party that is not cured within ten (10) days of receipt of written notice from any of the non-breaching parties of such material breach. Termination of this Agreement for any reason shall have the following effect: neither Institution shall have further obligations hereunder except for obligations accruing prior to the date of termination.

6. Each Institution agrees that they will not use the name or logo or make any reference to other Institution in any advertising, publication, brochure, certificate, documentation or diploma without the prior written consent of the Institution. Any such permission granted under this Agreement is for a nonexclusive, limited purpose related to the performance of this Agreement. Each Institution agrees that upon any such request from the other Institution, permission shall not be unreasonably withheld. In addition, the Institutions agree that nothing in this Agreement shall give any right, title or interest in any of the other Institution's marks, trademarks, logos, or photographic images, except the right to use it in accordance with the terms of this Agreement.
7. Dillard University and American University warrant and represent that they are in compliance with all their respective country's laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.

8. Dillard University and American University shall abide by United States law regarding the activities and programs under this Agreement.

9. Dillard University shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), and any local governments or political subdivisions that may affect the performance of services under this Agreement. Dillard University shall comply with all applicable export and reexport laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce. Without limitation, Dillard University shall not discriminate against any person nor shall any person be subject to discrimination in the performance of this Agreement because of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin, veteran status or any other basis prohibited by state or local law.

10. The Institutions agree and acknowledge that each Institution may disclose confidential information ("Confidential Information") to the other. Each Institution will use the same degree of care which the Institution ordinarily uses with respect to its own proprietary information to prevent the disclosure of any of the other Institution's Confidential Information, provided that the recipient Institution's obligation shall not apply to information that: (i) is not disclosed in writing or reduced to writing and so marked as "confidential" within thirty (30) days of disclosure; (ii) is already in the recipient Institution's possession at the time of disclosure thereof; (iii) is or later becomes part of
the public domain through no fault of the recipient party; (iv) is received from a third party having no obligations of confidentiality to the disclosing Institution; (v) is independently developed by the recipient Institution; or (vi) is required by law or regulation to be disclosed provided that the recipient Institution notifies the disclosing Institution and disclosing Institution has an opportunity to seek an appropriate protective order.

11. The Institutions agree 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 will agree to abide by the laws of the host country during participation in any such program or activity.

12. The Institutions agree that it is to the institutions' mutual benefit to resolve their differences or disputes amicably. Subject to the terms and conditions set forth in this Agreement, the Institutions shall escalate any dispute arising out of or related to this Agreement to the Institutions' designated representatives identified above, who shall negotiate in good faith for a period of thirty (30) days to resolve such dispute. Disputes that cannot be resolved by the Institutions shall be determined by a court of competent jurisdiction in the District of Columbia.

13. Each Institution ("Indemnifying Party") shall defend, indemnify, and hold harmless the other Institution, its agents, representatives, officers, directors, officials, and employees ("Indemnified Party") from and against all third party claims, suits, costs, damages, losses and expenses, including but not limited to attorney fees and costs resulting from the Indemnifying Party's acts or omission related to this Agreement.

14. Except for the specific remedies expressly identified as such in this Agreement, the Institutions agree that their sole liability for damages (whether in contract, tort, or statute
or otherwise) for any claim in any manner related to this Agreement, shall be the payment of direct damages. In no event shall either Institution be liable for any consequential, liquidated or special damages against the other Institution.

15. In the event of an emergency situation related to this Agreement, each Institution will immediately notify the other Institution and/or any other appropriate contact individual or institution as the other Institution may indicate for such purpose. In such an event, each Institution will fully cooperate to determine what further action, if any, appears to be appropriate in the circumstances.

16. Both Institutions agree that any payment it receives from foreign sources are in compliance with the rules and restrictions of the Office of Foreign Assets Control (OFAC), and in particular, the Specially Designated Nationals and Blocked Persons (SDN List).

17. Neither Institution may assign this Agreement without the prior written consent of the other.

18. This Agreement is between Dillard University and American University and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third-party.

19. This Agreement shall be governed and construed by the laws of the District of Columbia and the United States of America.

20. This Agreement contains the whole understanding of the Institutions and supersedes all prior oral or written representations and statement between the Institutions. 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.

Now intending to be legally bound, American University and Dillard University have caused
their duly authorized representative to execute this Memorandum of Agreement as of the last date of
signature written below.

For: American University
Washington, D.C. USA

Violeta T. Etile
Vice Provost for Academic Administration

Date

For: Dillard University
New Orleans, LA USA

Yolanda W. Page
Vice President for Academic Affairs

2/22/19

Date

Ralph Johnson
Vice President for Business and Finance &
CFO
Dillard University

3/4/19

Date

Reviewed for Legal Sufficiency:

Denise Wallace
Legal Counsel and Vice President for Legal
Affairs
Dillard University

2/26/19

Date