**Program Title:** Name

**Sponsor Contact:** Name

(authorized official) Title

Address

 Phone

 Email

UMD Administrative Contact: Office of Extended Studies

(authorized official) University of Maryland

Suite 600, Service Building

7757 Baltimore Ave.

 College Park, MD 20742 USA

 +1 (301) 405-7762

oes@umd.edu

UMD Technical Contact: Name

 Title

 College/Department

Address

 Phone

 Email

This Executive Education Agreement **(“Agreement”)** is made, entered into and effective on the last date of signature below **(“Effective Date”)**:

**BY AND BETWEEN**

1. **University of Maryland, College Park** **(“UMD”)**, a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, on behalf of its Campus Unit Name, represented through its Office of Extended Studies (authorized official).

 -and-

1. **Sponsor Name** **(“Sponsor”)**, Description of sponsor, location of incorporation, address (if applicable).

UMD and Sponsor shall be individually referred to herein as **(“Party”)** and collectively as the **(“Parties”)**.

**WHEREAS**

1. UMD is the state of Maryland’s flagship university and one of the United States’ preeminent public research universities. A global leader in research, entrepreneurship and innovation, the University’s mission is to deliver cutting edge knowledge, educate students across a variety of disciplines, and contribute to the economic and social well-being of communities in the region, the nation, and worldwide.
2. Sponsor is engaged in the business of purchasing higher education and industry-relevant training in association with renowned educational institutions and industry experts.
3. UMD and Sponsor have decided to enter into this Agreement, pursuant to which University shall create, maintain, and host the program name (“Program”), a non-credit professional certificate program, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of these premises and other good and valuable considerations described in this Agreement, the Parties enter into this Agreement and agree to abide by its terms and conditions.

1. **DEFINITIONS**
	1. **“Program”** refers to the program name Program, as outlined in Attachment A, and shall include any variations, abridged versions, or constituent courses of the same.
	2. **“Course(s)”** refers to the individual course(s) that together constitute the Program.
	3. **“Student(s)”** refers to participants who have enrolled for a Program and shall include participants designated by the Sponsor who have enrolled for a Program or any part thereof.
	4. **“Tuition”** refers to the fees payable by the Sponsor or each individual student for the Program or any part thereof.
	5. **“Faculty”** refers to UMD faculty members who develop or delivery content as part of the Program.

*More terms may be added, as needed*

1. **CONDUCT OF THE PROGRAM**
	1. The Program shall be conducted in online or in-person, synchronous or asynchronous format and shall be developed, delivered, and maintained by UMD in compliance with the regulatory norms and statutory rules and regulations of concerned authorities and statutory bodies applicable at the relevant time and in accordance with the terms of this Agreement.
	2. Details of the Program to be initiated under this Agreement shall be agreed upon by both Parties in the format provided in **Attachment A**. UMD’s Technical Contact (identified above) shall be Sponsor’s main point of contact.
2. **TUITION, PAYMENT & COSTS**
	1. **Tuition**. Tuition shall be set at a mutually agreed upon amount within the parameters set forth in Attachment B. Both Parties must mutually agree to any change in the amount of Tuition.
	2. **Invoice**. UMD shall submit a valid invoice to Sponsor based on the amounts and dates set forth in Attachment B. UMD will send invoices to Sponsor using the following address:

Name

 Title

 Organization

 Address

 Phone

 Email

* 1. **Issuance of Payment.** All payments from Sponsor will reference the UMD invoice number and should be remitted as follows:

**For check payments please remit to:**

**University of Maryland | Office of Extended Studies | Finance Department**

**Suite 600, Service Building**

**7757 Baltimore Avenue**

**College Park, MD 20742 USA**

**For credit card payments:**

**Please use the Office of Extended Students Credit Card Authorization Form, which will be included with the invoice.**

* 1. **Refunds.** Executive Education provided by UMD is nonrefundable.
1. **INTELLECTUAL PROPERTY**
	1. **Ownership**. Except to the extent anticipated in Section 4.2 of this Agreement, this Agreement does not grant, and shall not be construed to grant, any right or license, express or implied, to the intellectual property of either Party.
	2. **Brand**. UMD must review and approve all marketing materials produced by Sponsor prior to their use. Subject to the express prior written permission of the UMD’s Office of Strategic Communications, UMD may grant Sponsor a royalty free, non-exclusive, and non-transferable license, for the purpose and term of this Agreement, to use its name, certain identified logos, and identified registered trademarks and service marks (if any) and other approved proprietary material for Program promotion and Program marketing purposes, including within Program materials and otherwise in connection with the Program, in the manner provided under this Agreement. Sponsor shall not make use of UMD logos in any manner other than what it is stated in this Agreement, without the prior written approval of the UMD’s Office of Strategic Communications.

All uses of UMD trademarks must comply with UMD guidelines for the use of its trademarks: (<https://osc.umd.edu/licensing-trademarks/brand-standards/guidelines/#:~:text=Trademark%20Use%20Standards,-All%20authorized%20uses&text=University%20Marks%20may%20not%20be,the%20University%20and%20that%20entity>)

1. **LIABILITY AND DISCLAIMER OF WARRANTIES**
	1. **UMD Liability.** The liability under this Agreement of UMD, the State of Maryland, and their respective officers, employees and agents acting within the scope of their employment will be governed by Maryland Code Annotated, State Government Article, Title 12, as amended from time to time.

* 1. **LIMITATION OF LIABILITY.**  IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE PROJECT, PROJECT RESULTS, OR USE OF PROJECT RESULTS BY ANYONE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. **LIABILITY CAP.** EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES WHATSOEVER RELATING TO OR ARISING OUT OF THE PROJECT AND/OR USE OF PROJECT RESULTS, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE TOTAL OF ALL AMOUNTS ACTUALLY PAID TO UMD BY SPONSOR UNDER THIS AGREEMENT UNLESS FURTHER LIMITED BY APPLICABLE LAW.
	3. **DISCLAIMER OF WARRANTIES.** PROJECT RESULTS ARE PROVIDED AS IS. THE STATE OF MARYLAND, UMD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING PROJECT RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED, OR DEVELOPED BY EITHER OR BOTH PARTIES; AND FURTHER JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF PROJECT RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
	4. **No Waiver.** Nothing in this Agreement shall be construed or interpreted as (a) a denial to any Party of any remedy or defense available to said Party under the laws of the State of Maryland; (b) the consent of the State of Maryland or its agents and agencies to be sued; or (c) a waiver of any immunities afforded the State of Maryland or its agents and agencies.
1. **CONFIDENTIALITY AND DATA PROTECTION**
	1. **Scope**. All confidential, non-public or proprietary information (regardless of how the information is stored or delivered), disclosed to the receiving Party by the disclosing Party or with which receiving Party comes into contact before, on or after the date of the Agreement relating to the business, technology or other affairs of the Party providing the information, that is clearly designated by the disclosing party as confidential Information at the time of disclosure, shall be deemed to be confidential information of the disclosing Party (“Confidential Information”). All Confidential Information shall remain the disclosing Party's exclusive property. Receiving Party shall receive in confidence any confidential Information of the Disclosing Party and shall use it only for purposes of this Agreement. Receiving party shall ensure that its authorized employees are made aware of the confidentiality obligations under this Agreement. If an authorized employee refuses to comply with the confidentiality obligations under this Agreement, the said authorized employee shall not be provided with any confidential Information by the receiving Party. Subject to the terms of this Agreement, at any time during or after the Term of this Agreement, at the disclosing Party’s request, receiving Party shall return promptly to the disclosing Party or completely and permanently destroy any copies of such confidential Information in written, graphic or other tangible form, providing to the disclosing Party a list of all such material destroyed.
	2. **Exceptions**. ​​The obligations in Clause 6.1 above do not apply to Confidential Information which, as shown by reasonably documented proof (a) was in the receiving Party’s possession prior to its receipt from the disclosing Party and not subject to a confidentiality obligation to the disclosing Party or (b) was received by receiving Party in good faith from a third party not subject to a confidentiality obligation to the disclosing Party; or (c) now is or later becomes publicly known through no breach of confidentiality obligation to the disclosing Party; or (d) is authorized in writing by the disclosing Party to be released or is designated in writing as no longer being confidential or proprietary; or (e) is independently developed by receiving Party without the use of the disclosing Party’s confidential information; or (f) is required to be disclosed by law (including without limitation the Maryland Public Information Act, Maryland Code Annotated, General Provisions, Title 4, as amended from time to time) or by court order or by any governmental or statutory authority (provided that the disclosing Party shall promptly notify the receiving Party of any such requirement prior to disclosure in order to afford such other Party an opportunity to seek a protective order to prevent or limit disclosure).
	3. **Equitable Relief.** Both Parties acknowledge that any violation of this section may cause irreparable harm and injury to the disclosing Party and the disclosing Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.
	4. **Data Protection.** In connection, with personal data of Students provided by Sponsor to UMD, both Parties shall:
2. process such data only for the purposes of this Agreement;
3. take such technical and organizational security measures against unauthorized and unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, having regard to the state of technological development and the cost of any measures, to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the data to be protected; and
4. use information received about Students only for the purposes of the educational Program as described in this Agreement and keep all Students’ records confidential in accordance with the provisions of the Family Education Rights and Privacy Act. The Parties undertake to comply with the relevant data protection laws and regulations and keep personal data secure and only use such data in accordance with such applicable data protection laws and regulations.
5. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed, construed and interpreted according to the laws of the State of Maryland, USA without reference to its conflicts of law provisions, and the courts located in the State of Maryland shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this Agreement. Should any dispute arise from this Agreement, contingent upon the prior written consent of the Attorney General of the State of Maryland, the Parties may elect to submit such disputes for arbitration in accordance with the American Arbitration Association before a sole arbitrator to be mutually appointed by the Parties and the Attorney General of the State of Maryland. The venue of arbitration shall be Maryland and all proceedings shall be conducted in English.

1. **FORCE MAJEURE**

In the event that either Party is delayed or unable to perform any of its obligations under this Agreement as a result of natural disasters, a threat or risk to public health or safety that is potentially and sufficiently dangerous to that Party’s personnel or to the public, regardless of whether such health emergency existed as of the Effective Date of this Agreement, actions or decrees of government bodies, communication line failures not due to the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party’s reasonable control (hereafter referred to as a “Force Majeure Event”), the Party whose performance has been so affected shall not be liable for such non-performance but shall promptly give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be temporarily suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give a written notice to terminate this Agreement or any Implementation Agreement.

1. **TERM AND TERMINATION**
	1. **Term**. This Agreement shall commence on **MM/DD/YYYY** (the **“Effective Date”**) and expire on **MM/DD/YYYY** unless sooner terminated in accordance with the provisions herein, and may only be extended through mutual written agreement of the Parties.
	2. **Termination for Breach.** Either Party may terminate this Agreement in whole or in part by written notice to the other Party of its intent to terminate based on the other Party’s breach of any material warranty, term, condition, or covenant of this Agreement. The written notice will specify the nature of the breach, and the termination shall become effective on the thirty-first (31st) day following receipt of notice by the breaching Party unless that Party gives written notice to the non-breaching Party that it has cured the breach prior to the expiration of the 30-day cure period.
	3. **Termination for Convenience.** Either Party may terminate this Agreement at any time upon a minimum of ninety (90) days prior written notice to the other Party when it determines termination is in its best interest.
	4. **Effects of Termination.** Within sixty (60) days following the expiration or earlier termination of this Agreement, each Party shall return to the other Party any information or materials it received from the other Party and is not entitled to retain under this Agreement. UMD will submit a final report to Sponsor of all funds received and expended for the Project and will refund the unused and uncommitted funding it received from Sponsor, but will be entitled to retain funds to cover previously made financial commitments that may not be canceled without liability to UMD. The termination or expiration of this Agreement, for any reason, shall not affect either Party’s rights, responsibilities, or obligations that accrued prior to the effective date of termination of this Agreement.
2. **CONTACTS AND NOTICES.**

Any notice required to be given under this Agreement shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document (a PDF is sufficient) with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each Party’s designated contact, or to such other person a Party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to:

 UMD Administrative Contact: Identified Above.

 (authorized official)

 UMD Technical Contact: Identified Above.

 Sponsor Contact: Identified Above.

 (authorized official)

1. **GENERAL**
	1. **Assignment**. Neither Party shall assign or transfer its rights or obligations hereunder without modification to this Agreement, which shall be signed by an authorized representative of both Parties.
	2. **Relationship of Parties**. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing by the other Party.
	3. **No Waiver**. No provision of this Agreement shall be waived unless done so in a writing signed by all Parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
	4. **Severability**. If any one or more of the provisions contained in this Agreement, or any application thereof, is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision. It is the intention of the Parties that if any provision or application thereof is held to be invalid, illegal, or unenforceable, there shall be substituted in lieu thereof a valid and enforceable provision or application as similar in terms to such provision or application as is possible.
	5. **Captions**. The captions, section numbers, and any table of contents appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, explain, or modify the scope or intent of such sections, nor do they in any way affect this Agreement.
	6. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors and assigns; provided, however, that Sponsor may assign this Agreement, in whole or in part, only with the prior written consent of the UMD, which consent shall not be unreasonably withheld
	7. **Modifications**. This Agreement may be modified only by written agreement signed by authorized representatives of each Party.
	8. **Entire Agreement**. This Agreement, including Attachments A, and B, constitutes the entire understandings of the Parties with respect to the subject matter of this Agreement. All prior agreements, whether oral or written, are superseded by this Agreement. Sponsor understands and agrees that UMD will not accept governmental flow-down or flow-through terms or conditions as part of this Agreement.
	9. **Counterparts**. This Agreement may be executed in counterparts, each of which taken together will be deemed one original. The Parties agree to accept electronic delivery of the executed Agreement. The authorized representative of each Party agrees to enter into this Agreement and abide by its terms and conditions.

**AGREED TO:**

**SPONSOR NAME** **UNIVERSITY OF MARYLAND COLLEGE PARK**

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Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date Date

**UNDERSTOOD AND AGREED TO BY CAMPUS UNIT NAME:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date Date

**Attachment A - Program Description**

**Program Name**

Program Description

**Attachment B - Pricing & Invoicing**

1. **PRICING**
	1. **Tuition**. Sponsor shall pay UMD a total of $000,000 for the Executive Education offering.
	2. **Currency Conversion.** If any currency conversion is required in connection with Student payment of Tuition, the conversion shall be made at the buying rate for the transfer of such other currency as quoted by the Wall Street Journal on the last business day of the month for which an invoice is raised.
	3. **Adjustments**. Tuition adjustments can be proposed by both Parties for any reason. Adjustments are only final once UMD agrees to the adjustment in writing.
2. **INVOICING**
	1. UMD will invoice Sponsor for the following amounts:
		* 50% upon execution of the MOU
		* 50% upon completion of the Executive Education offering