REMOTE CSID 2018798986

DURATION 125

PAGES

STATUS Received

06/05/2014 13:05

2018798986

BERGEN

01/03

EDUCATION ALLIANCE Grand Canyon University and Bergen Community College

This Agreement is entered into by and between Grand Canyon Education Inc. d/b/a Grand Canyon University (GCU), with its principal place of business located at 3300 West Camelback Road, Phoenix, Arizona 85017 and Bergen Community College (Partner), with its principal place of business located at 400 Paramus Rd., Paramus, NJ, 07652. This Agreement refers to GCU and Partner collectively as "the parties". This agreement shall replace or supersede all other agreements between the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the parties do hereby agree as follows:

Purpose of Agreement. GCU & Partner wish to enter into an agreement in which in return for the promises contained herein GCU shall offer a discount to Partner's employees, faculty and Bergen Community College associate degreed graduates (Members) subject to the terms of this Agreement subject to the terms of this Agreement. The discount shall apply to online, evening and weekend cohort offerings for Bachelor's, Master's or Doctoral degree programs (the "Programs").

Performance by Partner. Partner shall work with GCU to create and make available to Partner's Members marketing materials which describe the Programs and provide Partner's Members with all relevant information regarding each of the Programs. Partner shall also provide any additional services that may be listed in Exhibit A to this Agreement.

Performance by GCU. GCU shall provide the content, instruction, and academic oversight of the above mentioned Programs. GCU shall also provide the services listed in Exhibit A to this Agreement.

Terms of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until the termination of this Agreement by either party in accordance with the terms below. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue their studies and complete the Programs under the terms specified in this Agreement, provided such student maintains continuous enrollment with no breaks greater than 14 days unless an approved leave of absence has been granted by GCU. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

Use of Partner's Marks and Logos. Partner hereby grants GCU the right and license to publish and/or use Partner's logos or trademarks for all purposes connected with the promotion of the Programs and the provision of the services listed in Exhibit A to this Agreement, including without limitation, the use of Partner's logos or trademarks for advertising relating to GCU for its seminars, symposiums, recruiting of students and partners, published materials relating to GCU, and all other purposes related to GCU and its mission. GCU's right to utilize Partner's logos and trademarks will survive the termination or expiration of thing until GCU is able to revise and update such materials. Notwithstanding the foregoing license, Partner shall retain all right, title and interest in and to Partner's logos and trademarks.

Partner Discount. To claim the discount, Partner's Members must complete a Memorandum of Understanding in the form attached hereto as Exhibit B (the "MOU") as part of the GCU application process and submit that MOU with their application for approval by GCU in its sole and absolute discretion. The discount cannot be used in conjunction with any other discounts, scholarships, awards, promotions and/or other programs offered by GCU. MOU's submitted after the application process will not be honored. This discount shall be available for New Students starting their program by June 30, 2015.

Continuous Enrollment and Minimum Scholastic Achievement. The discount will only be awarded to students that remain continuously enrolled in the Program and take the required courses necessary to complete the Program. Continuously enrolled is defined as no breaks greater than fourteen (14) days unless an approved leave of absence has been granted by GCU. Students who do not maintain continuous enrollment will no longer be eligible to receive the discount; they will not, however, be obligated to reimburse GCU for the completed courses where the discount has been awarded. Recipients must also maintain a minimum grade point average as outlined in the attached MOU.

IN WITNESS WHERBOF, the undersigned parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date written below. The last date of signature will indicate the effective date of this agreement.

GRAND CANYON UNIVERSITY

Stan Meyer

Chief Operating Office

By:

Date:

Print Name;

BERGEN COMMUNITY COLLEGE

By: Print name:

Neadelle Title: Vice

Date:

EXHIBIT A PERFORMANCE OF SERVICES BY GCU AND Bergen Community College

GCII offers content, instruction, and academic oversight of the Programs through the College of Arts and Sciences, College of Doctoral Studies, College of Education, Ken Blanchard College of Business, College of Fine Arts and Production.

The Programs' courses will follow the applicable Programs of Study outlined in the current catalog, which can be viewed by visiting http://my.gcu.cdu, and clicking on Catalog. As improvements are made to the Programs, the Program of Study courses may change, however, credit hour requirements will follow the specifications of the current catalog.

GCU Requirements Include:

- 1. GCU shall grant eligible Partner's employees, faculty and Bergen Community College associate degreed graduates (Members) a discount in the form of a ten percent (10%) discount of current GCU Catalog tuition prices for the Programs (the "Partner Discount"). This Partner Discount shall be available for New Students starting their program by June 30, 2015. GCU reserves the right to change the pricing in its Catalog at any time and the Partner Discount will be applied only as an offset to tuition stated in the Catalog. The Partner Discount cannot be used in conjunction with any other discounts, scholarships, awarde, promotions and/or other programs offered by GCU.
- The Partner Discount applies to all Partner Members who are currently enrolled in a GCO degree program, of who bessess GCU students on or after the effective date of this Agreement. GCU shall provide a welcome page to Partner, for Members interested in learning more about GCU's education offerings.
- 3. GCU shall provide marketing literature and informational sessions to Partner to promote continuing education and support Member's educational goals, GCU shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the Programs with Partner's prior consent, and which consent shall not be unreasonably
- 4. GCU shall provide a local University Development Representative as a primary contact and Partner resource, and will be provided a location at Bergen Community College for regular student transfer meetings.
- 5. GCU shall provide Partner's Members free transcript reviews through the GCU LOPES evaluation process, to assist Members in outlining an educational plan.
- 6. GCU shall provide a welcome web page to Partner for Members interested in learning more about GCU's education
- 7. GCU shall establish a procedure to assist in identifying Partner's Members at the time of application. It is however, the responsibility of the Partner's Members to identify themselves in order to receive the Partner Discount available through the Partnership.

Partner Requirements Include:

- 1. Partner shall announce the formation of the alliance with GCU to its Members and shall work with GCU to communicate to its Members the benefits and variety of programs offered by GCU.
- 2. Partner to allow access to present information regarding GOU programs to Partner Members via information meetings at least once a semester.
- 3. Partner shall also work with GCU to provide outreach to Members, including but not limited to informational webinars, posting of flyers, profiling in Partner's employee/student newsletters, and other activities as appropriate.
- 4. Partner shall provide a meeting space (office) on their property for regular transfer student meetings.

Partner and GCU may issue joint press releases and other announcements with prior approval of both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date written below. The last date of signature will indicate the effective date of this agreement.

GRAND CANYON UNIVERSITY

Stan Meyer Print Maing: Title Chief Operating Officer

BERGEN COMMUNITY COLLEGE

Print name: Vice freside Date: