

MEMORANDUM OF UNDERSTANDING
BETWEEN Columbia International University
AND The Colson Fellows Program

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Columbia International University (hereinafter referred to as "CIU"), whose address is 7435 Monticello Road, Columbia, SC 29230, and the Colson Fellows Program, whose address is 44180 Riverside Parkway, Lansdowne, VA 20176.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Colson Fellows Program will function in relation to CIU.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than five years from the date this agreement is signed by all parties. This MOU may be terminated, without cause, by either party upon 180 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Columbia International University.** Columbia International University shall:

- a. Develop courses consistent with the program content of the Colson Fellows Program.
- b. Make those courses available to qualified CIU students.
- c. Appoint faculty members to guide, direct, supervise and grade the courses.
- d. Issue a certificate of completion to each student who completes the four courses of the program.
- e. Apply the policies of CIU that relate to fee refunds in the event that a student terminates his/her enrollment before completing a course.
- f. Reimburse the Colson Fellows Program \$1500.00 per student who completes the program.

5. **Responsibilities of The Colson Fellows Program.** The Colson Fellows Program shall:

- a. Enroll into its program students approved by and admitted to CIU.
- b. Work with the academic administration of CIU to accommodate its program to an academic setting.
- c. Provide annually a schedule of instruction, noting any variations from the previous year, and a list of instructors and their credentials.

- d. Provide CIU with promotional materials and information to make available to faculty and interested students.
- e. Agree that CIU shall be the sole provider of online academic credit for the Colson Fellow Program.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of South Carolina. The courts of the State of South Carolina shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Richland County Circuit Court ; South Carolina.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Columbia International University]

James J. [Signature], Provost, 5/16/17
[Name and Title] Date

John L. [Signature] SSN DEAN 5/17/2017
[Name and Title] Date

The Colson Fellow Program

Will E. [Signature] Senior Fellow, Director Colson Fellows April 21, 2017
[Name and Title] Date

Steph [Signature] Executive Director April 18, 2017
[Name and Title] Date