

Business Community Partnership Agreement

This Business Community Partnership Agreement (the "Agreement") is entered into by and between the City of Manitowoc and its affiliated companies] ("Business Community Partner") and Concordia University, Inc. ("Concordia"), and shall be effective as of [DATE of final signature].

Benefits for Business Community Partner:

Partnership with a local university that has excellent academic and ethical reputation

Scholarship opportunities for employees

Professional development options that could be customized to meet your needs (i.e., potential internship candidates)

Potential adjunct instructor opportunities for employees

Benefits for Concordia University

Concordia would have a potential new group of students within the business community partner

Business Community Partner will disseminate CU potential programming and professional development offerings (no more than 5 times a semester)

Concordia will have access to a dedicated group of potential adjunct faculty

Concordia will have access to potential internship opportunities for students

Concordia would have the ability to organize information events with Business Community Partner employees

This Agreement enables the Business Community Partner's employees to participate in Concordia's discounted tuition program at Concordia's main campuses in Mequon, Wisconsin and Ann Arbor, Michigan; at Concordia's Accelerated Learning Centers; through online delivery; or through on-site delivery for the Term (as defined below) of this Agreement. The parties agree to several specific elements:

1. Responsibilities:

Concordia shall provide the following services (the "Services") to the Business Community Partner

- a. Tuition Benefits: Provided that the an employee is verified by Business Community Partner as an eligible employee of the Business Community Partner, employee (the "Employee") who is admitted to and takes courses at one of Concordia's Accelerated Learning Centers or online will receive a flat rate Business Community scholarship, which varies from \$150 a course for adult accelerated undergraduate courses to \$200 a course for graduate programs (based on a three credit course towards the tuition rate applicable to that Employee's chosen program, location, and delivery mode) in selected programs. Such tuition savings shall not commence until the start of the first full term (hereafter a "Session") after the Effective Date, and after the employee has submitted a scholarship form. No tuition credit, repayment, reprobation or refund shall be made for or to any Employee relating to classes that commenced prior to the first full Session beginning after the Effective Date. The Business Community Scholarship Program is not retroactive to previous terms of enrollment prior to verification of the Employee's eligibility. A Business Community Scholarship is only awarded if there is successful completion of a course. A withdrawal from the course results in the loss of the Business Community Scholarship. Eligibility for the tuition scholarship shall cease upon the termination of the Employee's employment with named business.
- b. Billing: Concordia will bill the Employee directly for all tuition costs and any applicable fees, and it shall be the Employee's responsibility to pay all amounts incurred.
- c. Informational Events: During the Term (as defined below) of this Agreement, Concordia will organize informational events to communicate the benefits of this Agreement through the promotion of Concordia programs. Concordia will communicate the tuition benefits and educational opportunities of the Services through Business Community Partner internal communications, websites, and internal Business Community

Partner Human Resources Department communications, provided however that any materials, pamphlets, communications and the like are subject to Business Community Partner's approval prior to any display of or provision of/to any Employees. Informational events may include corporate workshops, information tables, seminars/speakers on mutually agreed topics, and other events as the parties may mutually agree at the discretion of the Business Community Partner's Human Resource Department.

Business Community Partner Responsibilities:

- a. Promotional Information: Business Community Partner agrees to disseminate information to employees regarding opportunities with Concordia University.
- b. Liaison: Business Community Partner shall identify a representative to coordinate with the Concordia's Business Community Partner Program to manage issues of implementation, eligibility verification, informational events and other issues associated with ongoing administration of this Agreement.

2. Standard Terms and Conditions:

- a. Term: The term (the "Term") of this Agreement is (2) years from the Effective Date.
- b. Any Employee enrolled at Concordia prior to the expiration of this Agreement may retain the tuition savings under the Community Partner Scholarship for the duration of the current academic term.

3. Publicity

- a. Neither party is allowed to use the other party's name(s), trade name(s), trademark(s), or logos, whether registered or not, in publicity or press releases or advertising or in any manner, including customer lists, except for listing on our Concordia University community partner website, without first securing prior written consent from the other party for each use.
- b. Upon termination of this Agreement, each party shall (a) cease all use of the other party's name(s), trade name(s), trademark(s) or logo(s); and (b) at the option of the other party: return to that party upon request, discard, destroy or delete any printed and electronic materials, containing the name, trade name, trademark or logo of the other party.

4. Confidential Information:

- a. Concordia agrees that all information provided by Business Community Partner regarding its Employees, and information related to the Agreement, including specific provisions of this Agreement, regardless of the manner or medium in which it is furnished to or otherwise obtained by Concordia or any Concordia representative, is provided to and received by Concordia in confidence. Concordia will exercise reasonable care to preserve and protect the confidentiality of this information and any other proprietary and non-public information that Concordia or any Concordia representative becomes aware of or acquires during the performance of this Agreement (collectively, the "Confidential Information"). Without limiting the generality of the foregoing, Concordia must not divulge to or discuss with third parties any trade secret; system program, or any other matter on which the Business Community Partner is working hereunder; other program, system, or work product belonging to the Business Community Partner which is disclosed to Concordia; or information regarding any agreements or contracts which the Business Community Partner has with other companies or firms. The confidentiality obligations set forth above do not apply to the following:
 - i. Public. Information available to the public through no fault of Concordia;
 - ii. Released. Information released by/to any third party on a non-confidential basis without restrictions on disclosure; and
 - iii. Mandated Disclosure. Information to the extent disclosure of the information is required under any valid court or governmental order and Concordia provides the Business Community Partner immediate notice

thereof so that the Business Community Partner will have an opportunity to contest disclosure or seek an appropriate protective order. The confidentiality and non-disclosure obligations contained in this Agreement will survive and continue after termination of this Agreement for any reason and bind Concordia's legal representatives, successors, and assigns.

5. Independent Contractors:

The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venture or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this agreement

6. Termination:

Either party may terminate this Agreement for any reason and without cause by giving the other party thirty (30) days prior written notice of such termination.

7. Compliance:

- a. Governing Law. This agreement shall be governed by the laws of the State of Wisconsin, with jurisdiction in the courts of Wisconsin, specifically Ozaukee County.
- b. Compliance with Business Community Partner Policies, Goals and Guidelines. Concordia will comply with policies, goals and guidelines including: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) travel/expense guidelines; (vi) time reporting, (vii) all safety and security policies (including a prohibition against weapons), and (viii) computer security and use policies.

8. Non-Exclusivity:

- a. Business Community Partner may contract with companies or individuals other than Concordia for similar corporate education programs including but not limited to tuition benefits to Employees and/or informational events. Concordia does not have an exclusive right to provide the aforementioned to Business Community Partner. Concordia shall also be free to enter into similar Corporate Partnership Tuition programs with other employers.

9. Entire Agreement:

- a. This Agreement contains the entire and complete understanding for the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral, that the parties hereto may have had with respect thereto. No changes to this Agreement shall be valid without prior written approval by both parties.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement the day and year herein above written, and by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorized to do so on behalf of the corporation or organization they represent.

Concordia University Inc.

Michael Uden, Ph.D.,
Vice Provost of Student Enrollment and Engagement

Date

Concordia Appointed Contact

Michael Uden, Ph.D.
Vice Provost, Student Enrollment and Engagement
michael.uden@cuw.edu
262-243-2612

Business Community Partner

Company Name: City of Manitowoc

Name of Representative (print)

Signature of Representative

Title

Date

Business Community Partner Appointed Contact (please print)

Jessie Lillibridge

Name

Human Resources Director

Title

jclillibridge@manitowoc.org

Email

920.686.6994

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