

AGREEMENT FOR EDUCATIONAL SERVICES AND SCHOLARSHIPS BETWEEN

Center for Autism and Related Services

AND

National University



This Educational Services Scholarship Agreement (hereinafter “AGREEMENT”) is entered into the 1st day of July 2019 by and between **National University**, a California non-profit corporation, with offices at 11355 North Torrey Pines Road, La Jolla, CA 92037 (hereinafter “UNIVERSITY”) and **Center for Autism and Related Services**, with its principal offices at 5949 Lankershim Blvd., North Hollywood, CA 91601 (hereinafter collectively referred to as "CLIENT"). UNIVERSITY and CLIENT may be referred to individually as “PARTY” or collectively as “PARTIES”.

The purpose of this AGREEMENT is to define how the UNIVERSITY will offer CLIENT employees a scholarship based on the cost of UNIVERSITY’s course. This AGREEMENT shall apply to courses offered at any UNIVERSITY campus and/or online, with the exception of pre-licensure nursing and Radiation Therapy programs.

The PARTIES mutually agree:

- A. This AGREEMENT is effective as of July 1, 2019 and shall terminate upon the 90-day written notice of either PARTY, with or without cause. The PARTIES agree that termination of this AGREEMENT will not affect the scholarships of then-currently enrolled students.
- B. UNIVERSITY shall provide to any employee of CLIENT a tuition scholarship, which at all times will equal **15 percent of the course tuition rate** in existence at the time of registration for that course (the “SCHOLARSHIP”). The 15 percent scholarship is guaranteed, but only applies to the then-current tuition, and does not apply to any other fees or charges. For each CLIENT employee or student enrolled as a student at the UNIVERSITY, the 15 percent guaranteed scholarship will remain in force and effect for the duration of the student’s academic time at the UNIVERSITY, notwithstanding the termination of this AGREEMENT, provided the student does not miss two or more consecutive academic periods. All applicants will receive an application fee waiver.
- C. The PARTIES agree and acknowledge that tuition for courses may increase or decrease over time, and that the SCHOLARSHIP will proportionately increase or decrease with any change in UNIVERSITY tuition.
- D. CLIENT employees wishing to enroll as students at the UNIVERSITY will be required to

apply for admission and be admitted in accordance with the UNIVERSITY's existing admission requirements and processes for undergraduate and graduate level coursework. UNIVERSITY agrees to verify enrollment and employment status of students and employees who are applicants to, and students at, the UNIVERSITY. With the exception of its pre-licensure nursing programs and radiation therapy, all degree and credential programs offered at the UNIVERSITY are eligible for the guaranteed scholarship available pursuant to this AGREEMENT; however, the UNIVERSITY reserves the right to modify these programs, offerings or curriculum at any time.

- E. Employees of the CLIENT may apply for Federal student loans, external scholarships, and other forms of student financial assistance in the same manner as students attending classes at the UNIVERSITY.
- F. UNIVERSITY agrees to indemnify, defend, and hold CLIENT, its affiliates, their respective officers, directors, members, shareholders, agents, employees, representatives, heirs, successors, licensors, and assigns harmless from any and all damages, actions, claims, loss, liability, and other costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to UNIVERSITY's breach of any representations, warranties, or agreements herein.
- G. CLIENT agrees to indemnify, defend, and hold UNIVERSITY, its affiliates, their respective officers, directors, members, shareholders, agents, employees, representatives, heirs, successors, licensors, and assigns harmless from any and all damages, actions, claims, loss, liability, and other costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to CLIENT's breach of any representations, warranties, or agreements herein.
- H. To the extent applicable, UNIVERSITY and CLIENT agree to comply with the provisions of Title IX of the Education Amendments of 1972 and California's Sex Equity and Education Act, which protect persons from discrimination based on gender (sex), gender expression, gender identity, sexual orientation or blindness. Therefore, no employee shall be excluded from participation in, be denied the benefits of the programs outlined herein, or be subjected to discrimination on the basis of gender (sex), gender expression, gender identity, sexual orientation, blindness or severely impaired vision.
- I. CLIENT and its affiliates make no endorsements or representations as to the status of any school accreditation or transferability of credits obtained from the UNIVERSITY.
- J. Miscellaneous Provisions
 - a) Authority. The undersigned individuals hereby represent that they are authorized to execute this AGREEMENT on behalf of their respective organizations, and each PARTY represents that this AGREEMENT constitutes a legal and binding obligation of the PARTIES.
 - b) Relationship of the Parties. Nothing in this AGREEMENT shall create a relationship of employee-employer, agent-principal, joint venture, or partnership between the PARTIES. Neither CLIENT nor UNIVERSITY has the right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other PARTY.
 - c) No License. No license, right, or agreement to the UNIVERSITY under any trademark,

patent, copyright, or any other intellectual property right, now existing or hereafter acquired or created, is either granted or implied by this AGREEMENT.

- d) Advertising. Neither UNIVERSITY nor CLIENT shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
- e) Non-Exclusivity. This AGREEMENT is non-exclusive as to the services or deliverables to be provided by UNIVERSITY. CLIENT may enter into agreements with other organizations that offer same or similar services upon the same or different terms.
- f) Severability. The PARTIES agree that if any provision of this AGREEMENT shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this AGREEMENT and continue to allow this AGREEMENT to be performed in the reasonable expectations of both PARTIES, then this AGREEMENT and all such other provisions shall remain in full force and effect.
- g) Notices. Any notice required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly served if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such PARTY set forth below:

CLIENT NOTICES:

Center for Autism and Related Services
5949 Lankershim Blvd.
North Hollywood, CA 91601

UNIVERSITY NOTICES:

Dave C. Lawrence, Ed.D.
Vice Chancellor, Finance
National University
11355 North Torrey Pines Road
La Jolla, California 92037

- h) Complete Agreement. This AGREEMENT represents the PARTIES' final and complete agreement, and this AGREEMENT shall supersede all other understandings, discussion and/or agreements, either oral or in writing, between the Parties with regard to the subject matter in the AGREEMENT.
- i) Governing Law. This AGREEMENT shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this AGREEMENT.
- j) Counterparts. The PARTIES agree that separate copies of this AGREEMENT be signed by each of the PARTIES to the AGREEMENT, as well as scanned and/or faxed signatures of these copies will have the same force and effect as if the original had been signed by all PARTIES.

[The rest of this page intentionally left blank]

My signature below indicates that I have read, understand, and agree to the terms of this AGREEMENT.

FOR Center for Autism and Related Services:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR National University:

Signature: _____

Name: Dave C. Lawrence, Ed.D.

Title: Vice Chancellor, Finance

Date: _____