

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made effective as of the date executed by both parties below (the “**Effective Date**”) by and between American Public University System, Inc. (“**APUS**”) and Diplomatic Security Special Agents’ Association (DSSAA), P.O. Box 228, Dunn Loring, VA 22027 (“**Partner**”).

The parties desire to promote educational opportunities to Partner members and members’ immediate family (collectively, “**Members**”) through APUS’s educational services in accordance with this MOU and the terms set forth in EXHIBIT A (the “**Service Terms**”), which is incorporated herein by reference. In the event of any conflict or inconsistency between the MOU and the Service Terms, the provisions of the MOU shall govern.

For good and valuable consideration, the parties agree as follows:

1. APUS Policies. Partner members will be admitted and enrolled in APUS in accordance with APUS’s then-current requirements and policies. Except as may be otherwise specifically set forth in the Service Terms, Partner members will be subject to the then-current, usual financial obligations, policies and fees of APUS, as determined by APUS.
2. Term. The term of this MOU shall commence on the Effective Date and shall continue for one year through February 1, 2020, unless terminated earlier by either party as set forth below. Either party may terminate the MOU, with or without cause, by providing thirty (30) days prior written notice to the other party. In addition, either party may terminate this MOU if the other party materially breaches the MOU and fails to cure such breach within ten (10) business days of written notice thereof. Notwithstanding any provisions herein to the contrary, in the event that APUS, any governmental agency or authority, or any entity that has regulatory authority over APUS determines that any of the Service Terms or provisions of the MOU are in violation of, or conflicts with, applicable laws, regulations or rules, then APUS may immediately cease to comply with such terms/provisions or to provide related services.
3. Effect of Termination. Following any termination or expiration of this MOU, (i) the parties agree to take reasonable efforts to ensure that existing students of APUS are not adversely impacted in completing their programs of study by such expiration or termination, and (ii) upon either party’s request, the other party shall promptly return or destroy all Confidential Information (as defined below) of the other party in its possession and any copies thereof. The provisions of sections 3, 5, 6, 7, 8, 9 and 10 shall survive termination of the MOU.
4. Trademarks. Each party grants to the other a royalty-free, nonexclusive, non-transferable revocable license during the Term to use its trademarks, name, logos, and other identifying symbols (collectively, the “**Marks**”) for the limited purpose of fulfilling its promotional and marketing obligations set for in the Service Terms; provided, however, that each such use of the Marks and the content of all such marketing and promotional materials shall (i) be subject to

the other party’s prior written approval except as may be set forth in the Service Terms, and (ii) be subject to any trademark usage guidelines provided by a party in writing from time to time. The licenses granted in the foregoing sentence are personal and shall not include the right to grant sublicenses. Each party will retain all goodwill in its respective Marks and all other rights thereto. Upon termination of this MOU, each party will promptly cease and desist its use of the other party’s Marks.

5. Confidential Information. The parties acknowledge that they may receive non-public information (both oral and in writing) belonging to the other party which may be marked as confidential or that should reasonably be understood to be confidential, including, but not limited to, information regarding APUS’s programs, the MOU terms and each party’s business (“**Confidential Information**”). Each party agrees to hold all such Confidential Information in strict confidence and to not disclose Confidential Information to others or use it in any way, except in carrying out its obligations hereunder or in order to comply with applicable law, regulation or rule.

6. Statements; Compensation. Partner shall not make any false, erroneous or misleading statements, representations, warranties or guarantees to its students or any other third parties with respect to APUS or its programs or services. In addition, Partner shall not pay any of its employees, members, students, or agents engaged in any APUS student recruitment or admissions activities or in any decisions regarding awarding student financial assistance to any APUS student, any bonus, commission, or other incentive payment that is based in any part, directly or indirectly, on success in securing enrollments or the award of financial aid where such payment would be a violation of the requirements of 20 U.S.C. § 1094(a)(20) or 34 C.F.R. § 668.14(b)(22) or any other law or accreditation requirements, regardless of whether those requirements apply directly to Partner.

7. Indemnification. Each party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold the other party, including its officers, directors, employees, and other agents (each, an “**Indemnified Party**”) harmless from and against all claims, costs, liabilities, judgments, expenses, and damages incurred by an Indemnified Party as a result of any claim, demand, or action against such Indemnified Party asserted by a third party arising out of or in connection with the Indemnifying Party’s misrepresentation or breach of any covenants, warranties or representations made herein. Notwithstanding the foregoing, APUS’s obligation to indemnify a Partner member or employee or member’s immediate family is only applicable in such individual’s official capacity as a Partner member or employee or member’s immediate family and not in his or her capacity as a student enrolled with APUS.

8. Representations. Each party represents, warrants, and covenants that (i) it has the right and authority to enter into this MOU, and (ii) it shall comply with all applicable local, state, and federal laws and regulations governing its business and the subject matter of this MOU. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, APUS MAKES NO WARRANTIES OF ANY KIND,

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WHETHER EXPRESS OR IMPLIED AND DOES NOT GUARANTEE THAT USE OF ITS PROGRAMS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS MOU, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF APUS EXCEED THE AMOUNT OF FEES RECEIVED BY APUS FOR COURSES TAKEN BY PARTNER MEMBERS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING FIRST RISE TO A CLAIM.

9. **Notice.** Unless otherwise specified in this MOU, all notices shall be in writing and delivered (i) personally, (ii) by certified mail, (iii) by overnight carrier service, or (iv) delivered by confirmed electronic or digital means, to the persons set forth in the Service Terms. All notices shall be deemed received (1) if personally delivered, on the date personally delivered, (2) if mailed, upon the date specified in the return receipt, (3) if sent by overnight carrier, on the day delivered or (4) if sent electronically or digitally, when electronic or digital confirmation is received.

10. **General.** This MOU contains the entire and complete understanding and intent of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This MOU may not be modified, altered or amended except by a written instrument signed by both parties. The failure of either Party to partially or fully exercise any right or the waiver by either Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this MOU. Any provision of this MOU, which is found to be illegal or invalid shall be severed and removed from this MOU and shall not affect the legality or validity of the remaining provisions. This MOU will be construed and interpreted according to the laws of the state of West Virginia, without regard to its conflict of laws provisions. Each party irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Jefferson County or Berkeley County, West Virginia, as applicable, for any matter arising out of or relating to this Agreement and agrees that such courts shall be the exclusive forum for resolving any and all disputes regarding this Agreement. Neither party may assign this MOU or any of its rights or obligations under this MOU, whether by operation of law or otherwise, without the prior written consent of the other party, except that APUS may assign this MOU to any of its affiliates. Any attempted assignment or other transfer in violation of the foregoing shall be void and of no force or effect. The relationship established under this MOU 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 Party in any manner. Nothing in this MOU shall be construed as creating rights in favor of or enforceable by any third party. Neither party shall issue

any press release or other public statement regarding this Agreement without the express written consent of the other party. The Agreement may be executed in counterparts, which shall constitute one and the same instrument.

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC.

RE Gay

RE Gay (Jan 28, 2019)

Signature

Name: Robert E. Gay

Title: SVP, COO

Date: Jan 28, 2019

DIPLOMATIC SECURITY SPECIAL AGENTS' ASSOCIATION

Garrett A. Smith

Signature

Name: Garrett A. Smith

Title: President

Date: 2/12/2019

EXHIBIT A
SERVICE TERMS

1. General

- a.) Partner has selected APUS as an education solutions provider to offer academic degree programs to its Members, as that term is defined in the MOU.
- b.) Both parties are committed to work together to facilitate the enrollment of Members APUS programs without jeopardizing the intended mission and stated goals of either party.
- c.) Each party shall designate an individual to serve as a point of contact for issues related to this MOU. Either party may change its representative upon notice to the other party.
- d.) Notice under the MOU shall be sent as follows:

If to Partner:

Garrett A. Smith
President
Diplomatic Security Special Agents' Association
(DSSAA)
Email :
contactus@dssaa.org
president@dssaa.org

If to APUS:

Robert Gay
Chief Operations Officer
111 West Congress Street
Charles Town, WV 25414
Email: rgay@apus.edu

Michael Harbert
VP, Public Sector Outreach
10110 Battleview Parkway,
Suite 114
Manassas, VA 20109
Email: mharbert@apus.edu

with a copy to:
Legal Affairs
111 West Congress Street
Charles Town, WV 25414
Email : Legal@apus.edu

2. APUS Responsibilities

- a.) APUS shall offer eligible Partner Members the opportunity to purchase educational services along with a grant, creditable solely against the payment of APUS tuition, equal to 5% of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public (such grant program, hereinafter, referred to as the "Partner Grant"). The Partner Grant shall not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students.
- b.) During the Term, APUS will waive any technology fee otherwise incurred by eligible Partner Members ("Tech Fee Waiver").
- c.) APUS shall make the Partner Grant and the Tech Fee Waiver available to any Partner Member who (i) is determined and verified by Partner to be a Partner Member, and (ii) satisfies all APUS's then current standard policies, rules, procedures, criteria, and requirements for admission and enrollment applicable to such Partner Members.
- d.) The anticipated start date for the Partner Grant and the Tech Fee Waiver is 30 days from final signature of the MOU (the "Start Date"). The Parties will make all commercially reasonable efforts to begin offering the Partner Grant and the Tech Fee Waiver by the Start Date. In the event the parties are unable to meet the target Start Date, the Parties will work together to determine and agree upon a new target date.
- e.) APUS shall create, in cooperation with Partner, a co-branded landing page dedicated for use by Partner students.
- f.) APUS shall collaborate with Partner to develop a co-branded joint press-release to announce the relationship.

- g.) APUS agrees to use commercially reasonable efforts to work with Partner to create and implement a promotional and messaging plan to promote APUS programs through mutually agreed Partner distribution channels (including, for example, in print, electronic, audio and in-person formats) and at mutually agreed times and frequencies.
- h.) APUS shall provide a dedicated account manager for day-to-day support, maintenance and growth of its relationship with Partner through its Public Safety Team (PublicSafety@apus.edu), the specific manager of which shall be assigned to Partner within ten business days of the Effective Date of the MOU

3. Partner Responsibilities

- a.) Partner will list APUS as a premier education provider for its Members. Partner will promote and allow promotion of APUS's programs as described in the MOU and as otherwise mutually agreed upon.
- b.) Partner shall distribute, or assist APUS to distribute, information and materials regarding educational degree program opportunities to its Members.
- c.) Partner agrees to use reasonable commercial efforts to work with APUS to create and implement a promotional and messaging plan to promote APUS programs through mutually agreed Partner distribution channels (including, for example, in print, electronic, audio and in-person formats) and at mutually agreed times and frequencies.
- d.) Partner will make available to Partner Members information about APUS's programs, as well as general information about APUS. Links to the APUS landing page will be posted on the Partner website, and in other Partner communications to its Members which are intended to describe and detail the relationship between the Parties. Any such communications to Partner Members by Partner shall be mutually agreed upon by the Parties.

