

Program Agreement between
Frostburg State University
and
HeiTech Services, Inc.

This Agreement is made as of May 21, 2020, ("Effective Date") between Frostburg State University ("FSU"), a constituent institution of higher education in the University System of Maryland ("USM") and an agency of the State of Maryland, and HeiTech Services, Inc. (HeiTech), each a Party, collectively the Parties.

Recitals

Whereas, FSU is an educational institution that provides coursework in multiple disciplines and HeiTech offers its qualified employees with reimbursement of certain educational expenses; and

Whereas, the Parties desire to have FSU allow approved employees who are eligible to enroll in FSU's regular course offerings in the MBA program ("Participant"); and

Whereas, it is to the mutual benefit of the Parties to establish the terms of course enrollment and reimbursement under the conditions established herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

A. Responsibilities of FSU

1. Coordinate Participant admissions based upon the standard admission criteria of the MBA program of FSU.
2. Approve Participant eligibility to receive a degree pursuant to the requirements of the MBA degree. The MBA degree shall be granted to a Participant by FSU in its sole and absolute discretion.
3. Provide advising assistance to each Participant toward successfully meeting academic requirements and responsibilities of the degree program.
4. Collaborate with HeiTech to determine a roster of Participants eligible for tuition

payment under HeiTech policies for each semester.

5. Apply a Workforce Development scholarship to all admitted and approved HeiTech employee student billing accounts in the amount equal to 10% below in-state tuition rates.
6. Collect all appropriate information from Participants and create a collective student bill that reports the total costs of attendance less any amount of FSU scholarship.
7. Submit to HeiTech a consolidated invoice detailing tuition for each Participant within 5 business days of the drop add period following each 7 week session in fall and spring and each 6 week session in summer.
8. FSU will refund HeiTech directly for any tuition and fees for student/s who withdraw from a course/s after the drop/add period. Refunds will be applied based on the published FSU refund policy found at <https://www.frostburg.edu/about-frostburg/Administrative-Offices/billing-office/refund-policy.php>
9. Allow Participants to enroll in courses provided they meet FSU's general requirements for course enrollment

B. Responsibilities of HeiTech

1. Advise Participants of HeiTech's eligibility and tuition payment policies, including any updates as they are implemented.
2. Notify FSU in writing of each Participant's eligibility for enrollment and tuition payment prior to the beginning of each enrollment session.
3. Reimburse FSU for eligible tuition costs for approved participants' tuition and any associated fees within ten (10) calendar days of receipt of the invoice from FSU.
4. Maintain the confidentiality of all records provided to HeiTech by FSU, and keep confidential any information regarding Participants' education records, unless FSU has received the written permission of the Participant in accordance with the Family Educational Rights and Privacy Act ("FERPA").

C. Term and Termination

1. This Agreement shall continue in full force and effect until June 30, 2021, and will be automatically renewed for additional one-year periods from July 1 through June 30 of each year, unless otherwise terminated pursuant to the terms of this

Agreement. Either Party may terminate this Agreement upon written notice to the other Party for any reason; however, the effective date of such termination shall not occur until thirty (30) calendar days after the last official day of classes for the respective semester during which notification is provided. Upon termination of this Agreement, the Parties each shall take appropriate measures to notify Participants and potential Participants of this termination and its effects.

2. After a termination notice has been received by a Party, the following specific terms and conditions shall apply:
 - i. Participants shall have the ability to complete courses during the semester at the time a notice of termination is provided to the other Party;
 - ii. No new Participants or course enrollments will be accepted under this Agreement for classes beyond the semester during which termination notice is provided to the other Party.
 - iii. FSU will submit to HeiTech a final invoice for reimbursement, which HeiTech agrees to pay within ten (10) calendar days of receipt.

D. General Information

1. Neither Party shall in any way hold itself out to any third person as an agent of the other Party. No Party is an employee, agent, partner, franchise or joint venture or other similar relationship of another Party. No Party hereto shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of another Party. Nothing in this Agreement shall be deemed to grant a license to FSU to use the name "HeiTech Services, Inc.," nor to grant a license to HeiTech to use the name "Frostburg State University."
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflicts of law principles. Any interpretation, claim or dispute arising out of this Agreement shall be filed in a Maryland court of competent jurisdiction.
3. This Agreement shall be binding upon the parties hereto and their respective successors, but shall not inure to the benefit of any third-party beneficiary.
4. This Agreement shall not confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the Parties to this Agreement.
5. This Agreement and any rights hereunder may not be assigned by either party without the prior written consent of the other, and any purported unauthorized assignment without consent shall be null and void and of no effect whatsoever.
6. The terms of this Agreement are severable. If any term or provision herein is declared by a court of competent jurisdiction to be illegal, void, unenforceable or otherwise invalid, in whole or in part, the remainder of the terms and provisions

of this Agreement which shall remain valid and enforceable in full force and effect.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
8. No representation, warranty, undertaking or covenant is made by any Party, except as contained herein and any others are specifically disclaimed. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless the same shall be in writing duly executed by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

In witness whereof, the Parties have caused this Agreement to be executed by a duly authorized representative effective as of the date first written above.

(Frostburg State University)

(HeiTech Services, Inc.)

By: Ronald Nowaczyk
Ronald H. Nowaczyk, PhD
President or Chief Academic Officer

By: Heidi W. Gerding
Heidi W. Gerding
Founder & CEO

Date: 6/26/2020

Date: 05/21/20

By: Michael B. Matthias
Michael B. Matthias, PhD
Interim Provost and Vice
President for Academic
Affairs

By: _____

Date: 6/8/20

Date: _____

By: Sudhir Singh
Sudhir Singh (Jun 1, 2020 08:47 EDT)
Sudhir Singh, PhD
Dean, College of Business

By: _____

Date: 06/01/2020

Date: _____