National UNIVERSITY

AGREEMENT FOR EDUCATIONAL SERVICES AND SCHOLARSHIPS
BY AND BETWEEN
CALIFORNIA COMMUNITY COLLEGES CLASSIFIED SENATE
AND
NATIONAL UNIVERSITY

This Educational Services Scholarship Agreement (hereinafter "Agreement") is entered into as of the date of last signature (the "Effective Date") by and between National University (hereinafter "University") and California Community Colleges Classified Senate (hereinafter " Company"). University and Company may be referred to individually as "Party" or collectively as "Parties".

The purpose of this Agreement is to define how the University will offer Company's members 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 the exclusions in the attached Addendum A.

The PARTIES mutually agree:

A. This Agreement is effective as of the Effective Date and shall terminate upon the ninety (90)-day written notice of either Party, with or without cause, but in no case later than five (5) years from the effective date. The Parties agree that termination of this Agreement will not affect the Company Scholarships, as defined below, of then-currently enrolled individuals.

B. University shall provide to Company's members a "Company Scholarship," which at all times will equal fifteen percent (15%) of the course tuition rate in existence at the time of registration for all doctoral level courses and twenty-five percent (25%) of the course tuition rate in existence at the time of registration for all other courses, with the exception of the exclusions in the attached Addendum A. The Company Scholarship is guaranteed, but only applies to the then-current tuition, and does not apply to any other fees or charges. This Company Scholarship may not be used concurrently with any other University scholarship for which an individual may be eligible. For each Company member enrolled as a student at the University, the Company Scholarship will remain in full force and effect for the duration of the individual's academic time at the University, notwithstanding the termination of this Agreement, provided the individual does not miss two (2) or more consecutive academic periods. All applicants shall receive an application fee waiver.

C. The Parties agree and acknowledge that tuition for courses may increase or decrease over time, and that the Company Scholarship will proportionately increase or decrease with any change in University tuition.

D. Company's members who wish 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. Upon request, Company agrees to verify the membership status of Company members who are applicants to, or students at, the University. With the exception of its pre-licensure nursing and radiation therapy programs, all degree and credential programs offered at the University are eligible for the Company Scholarship available pursuant to this Agreement; however, the University reserves the right to modify these programs, offerings, or curricula at any time.

E. Company's members 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. Company agrees to list University as one of its higher education partners, and use its best efforts to help University recruit and retain Company scholars, including offering University approved information to new Company members and to provide similar opportunities to distribute University information at any Company membership fair or similar events. It is specifically agreed that Company will incur no financial obligation to the University. Company members who are students at the University will acknowledge and will be personally responsible to the University for payment of fees and tuition.

G. University shall defend, indemnify, and hold Company, its officers, agents, and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors, or omissions of the University, its officers, agents, or employees.

H. Company shall defend, indemnify and hold the University, its officers, trustees, affiliates, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors, or omissions of the Company, its officers, agents, employees, or members.

I. For the duration of the Agreement each party shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than million per occurrence and million in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of each of the Parties under this Agreement. Upon request, either party shall provide the other with a certificate of insurance from the Party's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name the other Party as an additional insured. Either Party shall provide the other with 10 days' advance written notice in the event of a cancellation or material change in the other Party's insurance policy. Except where prohibited by law, the insured Party shall require its insurer to waive all rights of subrogation against the other Party's insurers and the insured Party or the Indemnified Parties.

J. General Provisions:

1) Student Privacy Data Administration. The parties acknowledge that they are subject to and will fully comply with all applicable data protection laws at the federal, state, and regional levels, and will administer these laws and data subject rights at the University policy level. Such laws include Family Educational Rights Privacy Act (FERPA), Graham-Leach-Bliley Act (GLBA) and General Data Protection Regulation (GDPR), among other applicable regulations. No party shall disclose or use any personal data or other information except to the extent necessary to carry out their obligations under this Agreement and as permitted by the other party or data subject, as applicable, or applicable data protection law. The University shall, as required, inform all students enrolled in this program of the governing data privacy practices and the location of additional privacy governance information.

   The parties further acknowledge that privacy data administration includes providing a framework of proactive information technology security best practices. As per applicable data privacy law, any party that has suspicion or confirmation of a privacy data breach (as defined in law) will inform the other Party of the information security breach of student or other individual(s) (data subjects) who participate or administer this agreement. The notification shall be communicated within 48 hours of the suspected or confirmed data privacy breach to the other. The Company is also expected to follow the breach notification laws of the governing country for notification to the individual data subject enrolled in this program.

2) Non-discrimination and Commitment to Equity, Diversity and Inclusion. The Parties agree not to discriminate against individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. Company agrees to recognize and support the University's commitment to diversity, equity, and inclusion.

3) Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: https://www.nu.edu/reportit/,or by using one of the other methods of communication with the Title IX Coordinator found at the following link: https://www.nu.edu/title-ix/erp/; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

4) Logo. The Parties hereby grant each other permission ("revocable license") to use the name, logo(s), or trademarks of the other Party upon written consent with respect to any published or disseminated marketing/advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement. Any permitted use of each Party's logos shall terminate upon expiration or termination of this Agreement.

5) 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:

Company Notices:	University Notices:
Deborah Knowles	Dave C. Lawrence, MBA, Ed.D.
4CS	Executive VP, CFO, Admin. and Finance
2037 W Bullard Avenue, PMB 387 Fresno, CA 93711	9388 Lightwave Avenue San Diego, CA 92123

6) 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.

7) Counterparts and Amendments. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

8) 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.

9) 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.

10) Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, they shall submit said dispute to be resolved, determined and settled by binding arbitration pursuant to the Federal Arbitration Act and its precedent. The arbitration shall be conducted in San Diego, California, in accordance with the *Commercial Arbitration Rules of the American Arbitration Association*, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable attorneys' fees and costs expended or incurred relating to or arising out of the arbitration matter.

11) Miscellaneous. This Agreement: (a) shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, or assigns; (b) headings are for reference only; (c) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) electronic signatures may suffice; (e) will be construed and enforced in accordance

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with the laws in the State of California to the extent permitted by law; (f) if any provision in this Agreement is found to be illegal or unenforceable, it will not invalidate the rest of the Agreement; (g) 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; (h) any amendments or modifications to this Agreement can only be made by a signed written agreement between the Parties; and (i) any breach of one or more of the terms of this Agreement shall not be deemed a waiver of any other terms or conditions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

FOR COMPANY:

Signature: Deborah Knowles
Deborah Knowles (Nov 3, 2023 10:56 PDT)

Name: Deborah Knowles

Title: President

Date: Nov 3, 2023

FOR NATIONAL UNIVERSITY:

Signature:

Name: Dave C. Lawrence, MBA, Ed.D.

Title: Executive VP, Admin. and Finance; CFO

Date: Nov 7, 2023

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ADDENDUM A

EXCLUSIONS

The following Programs shall be excluded from this Agreement. Company is responsible for disclosing these exclusions to their members.

For **National University**:

- Bachelor of Science Nursing (Generic Entry)
- Bachelor of Science Nursing (Second-Bachelor Degree)
- Bachelor of Science Nursing (LVN to BSN)
- Bachelor of Science Radiation Therapy
- Undergraduate Certificates - LVN "30 Unit" Option
- Graduate Certificates, including:
  - Clinical Lab Science Didactic
  - Health Coaching
  - Health Informatics
  - Integrative Health
  - Post-Graduate Family Nurse Practitioner
  - Post Graduate Mental Health Nurse Practitioner