



MERRIMACK COLLEGE

BRISTOL
COMMUNITY COLLEGE

PARTNERSHIP AGREEMENT

Merrimack College is pleased to provide Bristol Community College students/employees online programs provided by Merrimack College's Bachelor Degree Completion Programs, Professional & Continuing Studies and Graduate programs at a reduced tuition rate. By accepting this offer, the parties agree as follows:

1. Provided the student/employee identifies Bristol Community College on his or her application form, eligible student/employee will receive a 10% tuition reduction applicable as of the date this Agreement is fully executed by the parties below. No tuition credit or refund shall be made retroactively for any eligible student or employee already enrolled at Merrimack College in an online program in either a Bachelor Degree Completion, Professional & Continuing Studies or Graduate program. However, the tuition reduction shall be applied to such eligible student/employee for course enrollments following the execution of this Agreement. This 10% tuition reduction may not be combined with any other offers, discounts, coupons, scholarships, or promotions.

Merrimack College may change its tuition rates at any time in its sole discretion and the reduction will be calculated based on the current tuition in effect for the applicable academic term for the enrolled program. Eligible employees and immediate family members shall not be entitled to any other reduction and are subject to all other admission and continuation requirements as set forth in the respective Merrimack College policies and catalogs.

2. A designated Merrimack College representative will assist Bristol Community College to provide marketing opportunities and materials and to identify specific course offerings, certificates or degree programs which meet the specific needs of your student/employee.
3. Bristol Community College will identify Merrimack College as an education provider in print materials and on the Bristol Community College's intranet website, training, talent development and/or employee benefits page(s) and will provide a link to Merrimack College's Bachelor Degree Completion, Professional & Continuing Studies and Graduate website pages.
4. Bristol Community College will work with the designated representative of Merrimack College to collaborate and communicate the benefits and programs (online Bachelor Degree Completion, Professional and Continuing Studies and Graduate Programs) offered by Merrimack College to students/employees of Bristol Community College through mutually agreeable events such as e-mail, direct mail, social media and other events including, but not limited to, on-site events.
5. Each party will provide the other with an opportunity to review and approve all communication materials that are to be used in connection with this agreement and that contain the name, logo or other applicable intellectual property of the other, including the link on either party's intranet site and/or learning portal and any applicable press releases, in advance of any use or publication of such materials.
6. Bristol Community College is hereby granted a limited, non-exclusive license to use Merrimack College name, tradename, trademarks and logos during the term of this Agreement for the sole purpose of performing Bristol Community College's obligations under this Agreement; and

Merrimack College is hereby granted a limited, non-exclusive license to use Bristol Community College's and all members institutions name, tradename, trademarks and logos during the term of this Agreement for the sole purpose of marketing to Bristol Community College's students/employees any educational events sponsored in conjunction with Merrimack College. Use of the names and logos will be in accordance with any guidelines provided by each party to the other. Each party shall provide the other with examples of any materials using such other party's name and logo prior to releasing such other party's name, logo and other intellectual property of whatever form or format before it is distributed. The parties shall discontinue the use of the licensed marks and return all files and materials containing the licensed marks supplied by the owner at termination or expiration of the Agreement. Neither party grants to the other any interest in the other party's trademarks.

7. All communication with Bristol Community College/member institution students/employees about programs and discounts included in this MOU will be approved and provided by Bristol Community College/individual member institutions. Merrimack College will not market directly to students or employees. Merrimack College may not solicit individuals, including, but not limited to students, employees and visitors or distribute literature or other materials for any purpose or at any time within Bristol Community College buildings or on Bristol Community College property unless otherwise approved by Bristol Community College/member institutions.
8. The term of this agreement is three (3) years from the date of execution by both parties and will automatically renew for an additional three (3) year term unless either party sends the other a written notice of non-renewal at least 60 days before the expiration of this agreement. Students who began their program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this Agreement until such time the students complete or otherwise become discontinued from their program of continuous enrolment.
9. Either party shall have the right to terminate this Agreement after providing 60 days written notice of its intent to terminate. Notwithstanding the foregoing, either party may terminate this Agreement immediately in the event that participation under this Agreement may give rise to a violation of any requirement of state or federal law of regulation of the requirements of any accrediting agency having jurisdiction.
10. The terms of this Agreement are confined to online programs provided by Merrimack College's Bachelor Degree Completion, Professional and Continuing Studies and Graduate Program and shall not apply to any in-person day programs provided by Merrimack College.
11. Bristol Community College acknowledges it has no ownership interest in the course materials/curriculum, internet web pages and other information of any kind that are used in Merrimack College's courses.
12. The relationship under this Agreement is that of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this Agreement. In no event will the agents, representatives or employees of one party be deemed to be agents, representatives or employees of the other.
13. This Agreement may be executed by a duly authorized representative of each party, either by electronic or facsimile transmission, each of which will be considered an original.

14. This Bristol Community Partnership Agreement sets forth the entire understanding between the parties. Any amendment(s) must be in writing and executed in the same manner as this agreement. It shall be governed by the laws of the Commonwealth of Massachusetts.

EXECUTED by the parties by their duly authorized representatives on the date specified at the beginning of this Agreement.

SIGNED by:

MERRIMACK COLLEGE

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Christopher E. Hopey, Ph.D.
President, Merrimack College

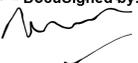
BRISTOL COMMUNITY COLLEGE

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Laura L. Douglas, Ph.D.
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Suzanne M. Buglione, Ed.D.
Vice President of Academic Affairs

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Kathleen Pearle, Ed.D.
Dean of Behavioral & Social Sciences and Education

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Sarmad Saman, Ph.D.
Dean of STEM

2/28/2022

Date