

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding (MOU) is between the City of Killeen (CoK) as client and Texas A&M University Central Texas (TAMUCT) and Central Texas College (CTC) as providers with principal places of business at 1001 Leadership Place, Killeen, Texas 76549 and 6200 West Central Texas Expwy, Killeen, Texas 76549 respectively. Client's principal place of business is at 101 N College Street, Killeen, Texas 76541.

General Terms and Conditions:

1. This MOU becomes effective on the date all parties have signed the MOU. Any party may terminate this MOU upon thirty (30) days prior written notice. TAMUCT or CTC may terminate this MOU immediately upon written notice to client if they believe it violates a law or regulation and/or adversely affects an accreditation, license or exemption issued by a federal or state educational board or commission. COK may terminate this MOU immediately upon written notice to providers if it believes it violates a law or regulation.
2. Each party acknowledges that the relationship with the other is that of an independent contractor.
3. Each party agrees to abide by all applicable federal and state Laws. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Bell County, Texas.
4. This MOU does not create any rights, title, or interest for any entity other than TAMUCT, CTC and the client.
5. Each party acknowledges that this MOU sets conditions to explore additional educational initiatives. Any expansion in scope will be agreed to in writing, signed by all parties and published as an addendum to this MOU.
6. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

City of Killeen:

1. Client agrees this MOU codifies an educational partnership with TAMUCT and CTC. It is intended to facilitate continuous learning as part of the CoK's total rewards and compensation program.
2. Subject to the client's policies and discretion, the client agrees to collaborate with TAMUCT and CTC to communicate the benefits of the MOU and the many educational opportunities available at TAMUCT and CTC.
3. Client agrees that its employees/students are subject to TAMUCT and CTC Campus and student policies.

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4. Client agrees that tuition reduction is not required as part of this agreement. Any such reduction offered in the future will be codified in an addendum to this MOU.
5. Subject to prior written approval, the client also grants TAMUCT and CTC a limited, non-exclusive right to use client's name and/or logo in writing solely for purposes of fulfilling TAMUCT's and CTC's obligation pursuant to the MOU and making the courses and course materials available to client's employees.

TAMUCT and CTC:

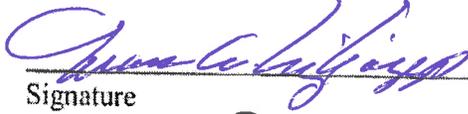
1. TAMUCT and CTC agree to coordinate, publicize, develop and offer on-line, classroom and/or customized certification programs, technical and academic classes, and continuing education courses to client employees as students. Tuition at then-current rates will apply when a student enrolls in a course.
2. TAMUCT and CTC agree to provide brochures, promotional materials, contact information and informational links to TAMUCT and CTC websites to assist client students with enrollment and career planning.
3. TAMUCT and CTC agree to provide information to be used, subject to client's policies and discretion, to support the client's internal promotion of continuing education.
4. Where feasible, and with payment to TAMUCT and/or CTC at a reasonable, negotiated rate, TAMUCT and CTC agree to collaborate with client to leverage intern and/or graduate students to support client initiatives. Such agreements shall be made separately in signed written agreements between the participating parties.
5. TAMUCT and CTC agree to help support client educational initiatives including meeting space and wellness programs.

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CITY OF KILLEEN

TEXAS A&M UNIVERSITY
CENTRAL TEXAS

Signature


Signature

Printed Name

Mr. Nighiazzo

Printed Name

Title

Resident

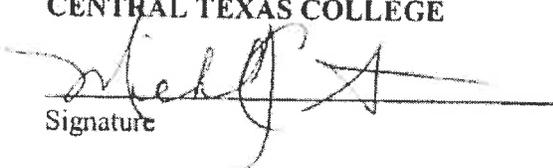
Title

Date

4/18/17

Date

CENTRAL TEXAS COLLEGE


Signature

Ms. Michele J. Carter

Printed Name

Title

Deputy Chancellor, Finance & Administration

Title

12 April 2017

Date

Date