AGREEMENT BETWEEN
THE UNIVERSITY OF WEST FLORIDA

And

COLUMBIA SOUTHERN UNIVERSITY

THIS AGREEMENT, made on this the 30th day of August, 2004, by and between the University of West Florida (herein, "UWF"), a public body corporate, and Columbia Southern University, a corporation operating as a licensed private educational institution located at Orange Beach, Alabama (herein, "CSU").

WITNESSETH

WHEREAS, "UWF" desires to promote and enroll students in online instructional programs offered by "UWF"; and

WHEREAS, "CSU" has agreed to promote, recruit and enroll students in the specified online courses, certificates and programs ("programs") conducted by "UWF"; and

NOW, THEREFORE, by the terms and conditions set out below, the parties mutually agree as follows:

I. PURPOSE:

The purpose of this agreement between The University of West Florida and Columbia Southern University is to establish the guidelines for promoting and enrolling students in specified "UWF" online courses, certificates and programs ("programs"). Columbia Southern University will provide the resources and technical assistance necessary for promoting the programs and recruiting and enrolling students in the programs.

II. BACKGROUND:

The University of West Florida is accredited by the Commission of Colleges of the Southern Association of College and Schools to award Baccalaureate, Master's, and Doctoral Degrees. "UWF" is also accredited by the:

Association to Advance Collegiate Schools of Business (AACSB)
National Association of Schools of Music
American Chemical Society
Accreditation Board for Engineering and Technology
National Accrediting Agency for Clinical Laboratory Sciences
Commission on Collegiate Nursing Education
National Council for Accreditation of Teacher Education
National Association of Schools of Public Affairs and Administration
Council on Social Work Education
Commissioner on Accreditation of Allied Health Education Programs
Masters in Psychology Accreditation Council
Columbia Southern University is a Master's Level Institution that is accredited by the Distance Education and Training Council (DETC). DETC is listed by the U.S. Department of Education as a nationally recognized accrediting agency. As an accredited, degree-granting member of the DETC, Columbia Southern University is also an institutional member of the Council of Higher Education Accreditation (CHEA). "CSU" offers associate, bachelor and master's level degrees.

Columbia Southern University is licensed by the State of Alabama, Department of Education pursuant to the Alabama Private School License Law Code of Alabama, Title 16-46-1-through 10.

"CSU" now provides similar enrollment and marketing services for the University of North Alabama and the University of West Alabama.

1. **Description of Services to be Performed**

   "UWF" shall determine the services to be performed and/or the tasks to be accomplished by "CSU"; however, "CSU" shall determine the manner by which the services are provided and the tasks are accomplished.

   "CSU" agrees to perform the services and/or accomplish the following tasks:
   - Market specified "UWF" programs extensively
   - Handle prospective student calls and e-mails related to those programs.
   - Provide program information to prospective students in online and paper format.
   - Gather applications and registrations for the programs from prospective students.
   - Immediately forward applications, registration and enrollment information to UWF.
   - Provide assistance to registered students encountering problems or needing information.

   "CSU" shall not contract with any other university to offer/market the same program(s) offered by "UWF" and marketed by "CSU" pursuant to this Agreement.

   "UWF" agrees to:
   - Identify the programs that this Agreement will apply to
   - Develop the programs and provide necessary program information to "CSU".
- Provide a coordinator(s) at "UWF" that can assist students, as needed, for services outside the description of CSU’s responsibilities described above.
- Follow established UWF Admissions process for admitting students in UWF programs.
- Register qualified students and collect tuition/fees from these students.
- Begin new learning groups with 15 or more students. Groups with fewer than 15 students may be started online with mutual consent.
- Assign, supervise and pay qualified instructors to teach the online programs.
- Provide students with access to web grade reports and provide students with hard copies of transcripts at $5.00 per copy.
- Provide “CSU” with a listing of “CSU” recruited students (“Student List”) enrolled in the programs. This “Student List” will be provided each semester/term and include the names of those “CSU” recruited students enrolled in programs after the UWF purge date.
- Pay “CSU” 25% of tuition collected and retained by UWF for each “CSU” recruited student enrolled in a specified program, but only as to the courses offered in that program or another program marketed by CSU” pursuant to this Agreement. If a “CSU” recruited student receives a partial or full refund of the tuition paid for a program, UWF will not pay “CSU” 25% of that student’s tuition that was refunded. Refunds will be made in accordance with UWF’s Fee Refund rule, Florida Administrative Code Rule 6C6-4.0031 Fee Refunds. Tuition is defined as: matriculation plus out-of-state fees charged to the student for a credit course, and fees charged to the student for a non-credit/continuing education course. "UWF" will pay this 25% of tuition to "CSU" within 10 days of the end of each semester/term, or by the date listed on the “CSU” invoice, whichever is later, provided invoice is received in accordance with the payment provision in paragraph #10 below. Payment is for services rendered by “CSU” in marketing the program and recruiting and enrolling students in the program. The Student List provided to CSU each semester will be after purge of students for non-payment.

The University of West Florida and Columbia Southern University are committed to utilizing the latest information and technology to better serve “UWF” students. This agreement combines “UWF’s” excellent reputation and long history of quality programs along with “CSU’s” technological resources and experiences in promoting and marketing programs worldwide, and “CSU’s” outstanding reputation for providing student services.

2. **Termination of Agreement**
The term of this agreement is three years. The three-year period will begin the date the first UWF/CSU promoted program/course begins. The agreement shall not be terminated within this term unless there is mutual consent. At the end of this term, the agreement may be re-negotiated or may be canceled by either party by providing six months written notice prior to the date of termination. Any outstanding and uncollected obligations by either party due to or receivable from one another must be satisfied in full prior to termination of the agreement.

3. **Addendum to this Agreement for Additional Programs**

It is with understanding that both parties wish to work together to offer and promote multiple programs under the scope of this agreement. With each new program beyond the initial program, an *Addendum to this Agreement* will be drafted that identifies the program, the agreement period for the program if the term is for a time period that is shorter than this Agreement and any specifics that are not covered in this Agreement.

4. **Notice**

Notice to either "UWF" or "CSU" shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, properly addressed as follows:

Dr. John Cavanaugh, President  
University of West Florida  
11000 University Parkway  
Pensacola, FL 32514

Dr. Bob Mayes  
Columbia Southern University  
24847 Commercial Avenue  
Orange Beach, AL 36561

5. **Modifications**

This document states the entire agreement between the parties. If both parties wish to make changes or additions to this agreement, such alterations, changes, or additions thereto will be made in writing and agreed upon by both parties. Both "UWF" and "CSU" expressly agree that no representations, understandings, or commitments have been made either expressly, implied, written, or verbal except those that are herein set out in this Agreement and its attachments.

6. **Confidentiality**
The University may unilaterally cancel this Agreement for refusal by Vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

To the extent permitted by Florida law, "CSU" agrees to maintain as confidential all information utilized by "CSU", or provided to "CSU" during the performance of the services or the accomplishment of tasks. "CSU" shall not disclose any information of whatsoever nature or description without the prior written authorization by the "UWF" except that information that is necessary to market and promote the programs.

7. Conflict of Interest

"CSU" acknowledges that no conflict of interest exists at the time of the execution of this Contract, which precludes the best judgment being exercised by "CSU" and providing complete loyalty and fidelity to "UWF". "CSU" shall inform "UWF" in writing if a conflict of interest shall arise and to take such corrective action as deemed appropriate in the sole discretion of the University.

8. Governing Law

The laws of the State of Florida shall apply and bind the parties in all questions arising hereunder. Additionally, any similar laws or statutes in force in the State of Florida shall be recognized as well in relation to the University of West Florida.

9. Severability

It is understood, that if any provision of this Agreement is contrary to the laws of the State of Florida, or if any provision of this Agreement shall be struck down by a Court of competent jurisdiction, then such provision shall be deemed to not be a part of this Agreement and the remaining provisions shall remain in full force and effect.

10. Payment

Upon receipt of goods/services, the University has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specify otherwise. The University has 40 days to make payment to the vendor. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received and approved by the University.
If a payment is not available within 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be due and payable, in addition to the invoice amount, to the Vendor. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices which have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

11. **Execution**

This Agreement may be executed in parts and the sum of the parts considered as the entire Agreement. The facsimile of a signature shall have the same legal efficacy as the original signature.

The University of West Florida

John Cavanaugh, Ph.D.
President

10/8/04
Date

Columbia Southern University

Bob Mayes, Ph.D.
President

10/8/04
Date

APPROVED AS TO FORM AND LEGALITY:

Regina Delise
UMF ATTORNEY

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