Memorandum of Understanding Between
The Center for Lifelong Learning, Inc.
and
The University of West Florida Board of Trustees,
Ft. Walton Beach Campus
May 9, 2005

This Memorandum of Understanding (MOU) is made between the University of West Florida Board of Trustees ("UWF") for its Fort Walton Beach, Florida campus, and the Center for Lifelong Learning, Inc., Fort Walton Beach, Florida, "CLL". The Center for Lifelong Learning, Inc. is a non-profit, federal tax exempt and independent entity operating in the Fort Walton Beach area.

This MOU applies to a UWF endorsed senior organization which operates as the Institute for Learning in Retirement that utilized classroom and other available space on UWF FWB Campus at the OWC/UWF Joint Campus in Fort Walton Beach ("FWB Campus").

Whereas, in support of the senior citizens of the greater Fort Walton Beach area and their desire for lifelong learning, it is the desire of UWF to support CLL by providing classroom instructional and group meeting space, as available, to provide educational opportunities for area seniors.

Whereas, the need for lifelong learning benefits accruing from the relationship between UWF and CLL is in consonance with the educational and community support mission of UWF and the CLL.

And therefore, in consideration of mutual benefits and advantages to be derived from the relationship of UWF and the CLL on the FWB Campus, the parties understand and agree to the following:

1. UWF will:
   a. Provide administrative oversight and input to the CLL by the FWB Campus Administration maintaining a mutually beneficial relationship for all. Specifically, the CLL will operate under the endorsement of the UWF FWB Campus Administration while complying with both UWF and Okaloosa Walton College ("OWC") operating procedures and policies.

   b. Provide space, as available, on the FWB Campus for CLL Classes, for CLL board and committee meeting, and for scheduled CLL related special events and social activities. However, the UWF and OWC undergraduate and graduate instructional mission must take precedence in regard to needed classroom or other space needs.
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c. Provide office space for administrative support of the CLL, subject to availability, precedence will be given to activities for use by regular full-time faculty and staff engaged in the primary UWF or OWC instructional mission.

d. Inform the CLL of all UWF and OWC academic policies and procedures where applicable.

e. Provide appropriate space for CLL registration.

2. The CLL will:

   a. Work directly with the UWF FWB Campus Administration to comply, with all OWC and UWF policies and procedures, including adherence to approved parking locations for all CLL participants’ vehicles.

   b. Transition from the current Thursday and Friday sessions utilizing the FWB Campus to a Friday and Saturday utilization of the facilities effective January 1, 2006.

   c. Work cooperatively with OWC and UWF FWB Campus Administration to accommodate unanticipated facilities needs under circumstances which necessitate changing instructional or other locations or sites, i.e., the unanticipated use of the auditorium or classrooms due to required events by either OWC or UWF.

   d. Secure and provide evidence to UWF that CLL has acquired adequate liability insurance so as to assume all liability for CLL’s use and CLL’s participants’ use of the FWB Campus.

   e. Pay to UWF a facilities user rental fee of $150.00 per section/class each semester for use of the necessary and approved FWB Campus facilities, including classrooms and the auditorium. This facilities rental fee shall be due and payable to the FWB Branch Campus upon completion of each semester. For example, if the CLL offers 70 separate classes in a semester and utilizes 70 classrooms or the auditorium, then the rental fee would be 70 [number of sections/classes] x $150.00 = $10,500 plus the applicable tax, if any, for that semester. Space not mentioned above may be rented subject to mutual agreement on rent and anticipated time of use by CLL.

   f. Pay to UWF an additional rental fee of $50.00 per hour plus the applicable tax, if any, for use of Room 126 in Building #1, with the proviso that Room 126 cannot be reserved more than 30 days (one month) prior to anticipated use. The additional rental fee is payable in full at the end of each semester period of use.

   g. Utilize, to the degree possible, the OWC/UWF auditorium for registration, group meetings, and any special events at no additional charge, subject to either planned or unexpected need for the facility by OWC or UWF.
2. CLL will also:

a. Maintain a senior curriculum for the benefit of seniors in Okaloosa, Walton, and Santa Rosa counties.

b. Periodically survey the CLL participants to ensure that the curriculum meets the needs of the growing senior population in the area, while maintaining an academic grounding.

c. At CLL's discretion, provide FWB Campus students and faculty of the UWF Fort Walton Beach Campus volunteer services to include, but not limited to, tutoring, mentoring, proctoring, and writing tutelage.

d. At CLL's discretion, provide for identified OWC or UWF needs on the Fort Walton Beach Campus not normally paid by state funds, e.g.: discretionary monies for scholarship endowments, technology needs, and other gifts deemed appropriate by the CLL Board and the UWF Vice Provost.

e. Be responsible for the life of the CLL program through advertising, publicity, word-of-mouth, and other communication means; provide for long-range planning.

f. Develop short- and long-range planning that is compatible with the community support component of strategic plan of the University of West Florida.

4. **Relationship of Parties.** It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting CLL as the agent or representative of UWF to any contracts or other obligations. CLL shall not expressly or impliedly represent to any party that CLL and UWF are partners or that CLL is the agent or representative of UWF for any purpose or in any manner whatsoever.

5. **Amendments.** Any amendments, alterations or modifications to this Agreement must be in writing, signed or initialed and approved by all signatories of this Agreement to be effective.

6. CLL accepts the use of the facilities “as is”.

7. **Term.** This MOU shall be for term of twelve (12) months beginning on the date fully executed by the parties below and ending one year later. This MOU will be automatically renewed for additional one year periods unless either party gives the other party at least 60 days written notice prior to the end of the initial term or any renewal period of the party's intent to terminate the MOU.
The duly authorized representatives of the parties execute this Memorandum of Understanding Between The Center for Lifelong Learning, Inc. and The University of West Florida Board of Trustees, Ft. Walton Beach Campus.

By: Dr. Sandra Flake
Provost, University of West Florida
Date: 6/10/05

By: Dr. Wes Little
Vice Provost, UWF/FWB
Date: May 12, 2005

By: Dr. Bob Carney, President
Center for Lifelong Learning, Inc.
Date: ______________________

This Memorandum of Understanding has been reviewed and approved by UWF Legal Counsel.