CONTRACT FOR ACADEMIC PROGRAMS
between
THE NAVY FEDERAL CREDIT UNION
and
THE UNIVERSITY OF WEST FLORIDA

This Agreement is entered into by and between The University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter referred to as “University”) and the Navy Federal Credit Union (hereinafter referred to as “Navy Federal”).

I. PURPOSE:

The purpose of the following agreement is to facilitate the provision of academic classes for Navy Federal by the University. The parties intend that the University provide classes for employees of Navy Federal to assist in increasing their educational levels and in working toward their academic objectives.

This agreement represents a commitment of Navy Federal and the University to effect the educational services as specified below.

WITNESSETH

WHEREAS, in support of the primary goal of Navy Federal to increase productivity, it is desirable to raise the educational level of the Navy Federal personnel by providing them the opportunity to earn post secondary university credits, certificates, and degrees;

WHEREAS, in support of Navy Federal’s emphasis upon education development, it is the desire of the University to participate and render its services to the education program supported by Navy Federal and to afford an educational opportunity to qualified personnel;

WHEREAS, the need for the benefits accruing from the establishment of an educational program supported by Navy Federal is consonant with the educational policies of both Navy Federal and the University;

WHEREAS, the parties hereto desire to accomplish those objectives through the adoption of the following agreement;

NOW THEREFORE AND IN CONSIDERATION of the mutual duties and obligations set forth herein and for other good and valuable consideration, the Parties agree as follows:
II. PROVISION OF INSTRUCTION AND COST

1. The University will:

   a. Provide educational services in conformity with academic requirements established and prescribed by the University, its accrediting agency, and its governing board and which meet the educational needs of Navy Federal.

   b. Apply admission, transfer, and grading requirements as established in the University Catalog and Student Handbook.

   c. In cooperation with Navy Federal, where appropriate, determine beginning and ending dates of terms, class schedules, and vacation dates and provide this information to Navy Federal prior to effective dates.

   d. Provide appropriate registration, placement testing, education counseling, advising, and other administrative services, as required, on a mutually agreeable basis consistent with requirements of the program.

   e. Submit enrollment and course data to Navy Federal upon request.

   f. For instruction in Navy Federal's Training Center, designate an administrative person employed by the University to maintain continuing liaison with Navy Federal's designated representative.

   g. When engaged in instruction at Navy Federal's facility, notify its faculty of on-site rules and regulations regarding security, ingress, egress, safety, conservation, parking, and sanitation, as shall be transmitted in advance to the University by Navy Federal's designated representative.

   h. The University admits students of any sex, race, color, handicap, national and ethnic origin or age to all the rights, privileges, programs, and activities generally accorded or made available to students. It does not discriminate on the basis of sex, race, color, handicap, national and ethnic origin or age in administration of its educational policies, admission policies, scholarships and loan programs, employment or athletic and other school-administered programs.

   i. Provide information and materials for use in promoting the partnership programs.
2. Navy Federal will:
   a. Provide to the University the names of employees authorized to be admitted to the program and the specific courses that each employee is authorized to attend. These authorizations are to be provided during registration.
   b. For on-site instruction, provide and maintain administration, advising, and classroom activities as mutually agreed upon. Adequacy of such facilities shall be determined jointly by representatives of the University and Navy Federal.
   c. Appoint and designate a representative to maintain continuing liaison with the designated representatives of the University.
   d. Publicize and promote the educational programs of the University, utilizing such in-house media as are available to Navy Federal.
   e. Not unlawfully discriminate on the basis of race, sex, age, national origin or religion, or any other basis, as may be provided by law, in any activity arising out of the performance of this agreement.

3. It is mutually understood that:
   a. Courses furnished by the University will conform to academic standards and requirements established by the University.
   b. The fee structure for students in classes taught in Navy Federal facilities will be determined by separate agreement depending on number of students and level of coursework. All fee structure agreements contemplated by this Agreement will be subject to the constraints of Florida law. The fee structure will be determined no less than sixty (60) days prior to the first day of classes by designated representatives of Navy Federal and the University.
   c. The University will submit invoices to Navy Federal requesting payment of tuition for all students enrolled after the second week of the semester. Navy Federal will pay within 30 working days after receipt of the invoices.
   d. Textbooks and materials required to participate in the classes that are the subject of this Agreement will be paid for and procured by participating students.
e. Invoices will be mailed to:

Anne Marie Rieck  
Navy Federal Credit Union  
Learning and Development Branch  
820 Follin Lane  
Vienna, VA 22180-4907

f. Provisions of this agreement may be changed at any time upon written agreement of both parties.

III. POINTS OF CONTACT

a. The University’s points of contact for matters related to this agreement are the following:

   Academic Innovation and Continuing Education:  
   Dr. Pamela Northrup  
   Academic Technology Center  
   11000 University Parkway  
   Building 77, Room 103  
   (850) 474-3255

   Payment Information:  
   Jennifer Nagim  
   Continuing and Distance Education:  
   11000 University Parkway  
   Building 77, Room 158  
   (850) 474-3219

b. Navy Federal points of contact for matters related to this agreement are the following:

   Pensacola Training Program:  
   Rutha Boudreaux  
   Instructional Design & Facilitation Specialist  
   Greater Pensacola Human Resources  
   Training Branch  
   (850) 912-0215

   Payment Information:  
   Anne Marie Rieck  
   Navy Federal Credit Union  
   Learning and Development Branch  
   820 Follin Lane  
   Vienna, VA 22180-4907
IV. COMPLIANCE WITH LAW

The parties hereto acknowledge and agree that the University of West Florida Board of Trustees is a public body corporate of the State of Florida. As such, the performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all applicable federal and Florida state law and regulations.

V. TERM

This agreement becomes effective as of the date of the last signature below. This agreement shall renew automatically by January 1 each year if there is no other written notification. This agreement shall be subject to modification in the event necessary to comply with requirements of legislative action, the U. S. Department of Education, the University of West Florida Board Of Trustees, and the Florida Board of Governors, or for other reasons as determined by the parties. Modifications shall be in writing and signed by both parties.

VI. UPDATES

This agreement will be reviewed every three years by the two primary contacts or their designees. This agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other party. In the event of termination, Navy Federal shall pay all non-cancellable obligations properly incurred through the date of termination.

VII. PUBLIC RECORDS LAW

All parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by either party to allow such public access shall be grounds for unilateral cancellation of this Agreement.

VIII. TRADEMARKS

All Logo’s, Brand Names, and product names used in the execution of this Agreement are trade names of their respective holders.
IV. ASSUMPTION OF RISK

Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof while acting within the course and scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying the University or the State of Florida any remedy or defense available under the laws of the State of Florida; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University beyond the waiver provided in Florida Statute §768.28.

IN WITNESS HEREOF the University of West Florida, for and on behalf of the University of West Florida Board of Trustees and the Navy Federal Credit Union have caused these presents to be executed by their duly authorized representatives.

Navy Federal Credit Union

[Signature] 5/20/08
Name: Date
Title: Assistant Manager, Procurement

University of West Florida

[Signature] 4/11/08
Name: Dr. Chula G. King Date
Title: Provost

Approved As To Form And Legality:

[Signature] UWF Attorney