



Memorandum of Understanding for Organization Tuition Agreement

This MOU for AFC Tuition Agreement ("AGREEMENT") is entered into by and between Lynn University, Inc., a Florida not-for-profit corporation, with its principal place of business located at 3601 N. Military Trail, Boca Raton, FL 33431 (hereinafter referred to as "UNIVERSITY") and Association of Florida Colleges, with a primary business address of 1725 Mahan Drive, Tallahassee, FL 32308 (hereinafter referred to as "AFC").

General Terms and Conditions:

1. The purpose of AGREEMENT is to provide reduced tuition to all AFC members and employees for adult degree programs. Benefits defined under "Tuition Rates".
2. AGREEMENT becomes effective upon execution by both parties. Either party may terminate AGREEMENT upon thirty (30) days prior written notice. Notwithstanding, UNIVERSITY may terminate AGREEMENT immediately upon written notice to AFC in the event UNIVERSITY deems AGREEMENT in violation of any law or regulation, adversely affects its accreditation, or any license or exemption issued by a Federal or State educational board or commission.
3. AGREEMENT does not create any rights, title, or interest, or any entity other than UNIVERSITY and AFC. There is no charge by UNIVERSITY to AFC to provide this benefit.
4. Each party agrees to abide by all applicable Federal and State Laws. AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.
5. UNIVERSITY and AFC shall work mutually to coordinate agreed marketing and messaging content for media announcements and other public promotion of this agreement. Any updates to UNIVERSITY logo or branding content shall be shared with AFC as necessary to maintain accurate messaging and promotional materials.
6. UNIVERSITY may use AFC name verbally for reference purposes only. Subject to its prior review and written approval by AFC, in each instance, UNIVERSITY may use AFC name and logo in writing for reference purposes. AFC reserves the right to revoke said approval at any time, for any or no reason, upon written notice to UNIVERSITY.
7. AFC agrees to allow UNIVERSITY personnel to meet with its members and employees in informational meetings during non-work hours to speak about the UNIVERSITY programs and provide materials about UNIVERSITY opportunities and offerings.
8. UNIVERSITY offers advanced education in several fields of study. AFC will post UNIVERSITY's logo and link to UNIVERSITY website on the partner page of AFC website.
9. Each party acknowledges and agrees that they will comply with the Family Educational Rights and Privacy Act (FERPA), as amended, and will not disclose any information protected by FERPA to any unauthorized third parties. To that end, transcripts/grade reports of members and employees of AFC who are students are not available to AFC unless UNIVERSITY receives written authorization from the student to release transcripts/grade reports.
10. Each party acknowledges and agrees that each party is an independent contractor and nothing in this AGREEMENT will be construed to create a business partnership, joint venture, or agency relationship between the Parties.
11. UNIVERSITY will provide a distinct and exclusive internet landing page for AFC, titled: www.lynn.edu/AFC. Page will contain AFC logo and education program information. Communication

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Handwritten signature in blue ink, representing the University.



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pieces from UNIVERSITY to AFC for distribution to members and employees of AFC will provide direct link to landing page.

12. All educational and administrative student services will be governed by UNIVERSITY Policies and Procedures found on the website at: www.lynn.edu/about-lynn/university-policies.

Tuition Rates, Fees, and Billing:

1. UNIVERSITY tuition rate is set by UNIVERSITY Board of Trustees each year. UNIVERSITY will provide the following tuition reduction per credit hour for those who meet UNIVERSITY admission criteria, and who enroll in a degree program:

For members and employees of AFC:

- a. For master's and doctoral courses, a **twenty (20) percent tuition reduction**
- b. For Online bachelor's degree courses a **five (5) percent tuition reduction**

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2. Application fee will be waived for members and employees. Tuition reduction will apply against the then current tuition price in effect for each credit. Reduction applies to course tuition only. All other fees (for labs, books, materials, CLEP exams) and other charges will be billed at full rate to the student as applicable. UNIVERSITY reserves the right to make changes in fees, costs, tuition, program, curriculum, regulations, program dates and to make additional charges for special features and services whenever such actions are deemed advisable.
3. No other UNIVERSITY discounts are applicable to students who enroll under AGREEMENT.
4. Upon termination of AGREEMENT, UNIVERSITY will, as a benefit to currently enrolled students, continue to provide the tuition reduction for the program in which the student is currently enrolled provided the student remains enrolled in their degree program.
5. UNIVERSITY will provide a four (4) week deferment at the commencement of each term for each student who enroll under AGREEMENT in the term.
6. UNIVERSITY will bill a \$500 per course deposit to the enrolled student at the mid-point of the term. At the end of the term, the remaining tuition for the term will be billed to the student.
7. UNIVERSITY will bill students directly. At no time shall AFC be responsible or liable for any deposits, fees or charges owed to the UNIVERSITY by any members or employees of AFC. UNIVERSITY agrees to look solely to said members and employees individually for any and all payments which may be due.

[Signature page follows]

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Handwritten initials of the University, appearing to be "LJ" or similar, written in blue ink.



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Association of Florida Colleges

By: 

Printed Name: Michael Browne

Title: CEO

Date: 1-15-19

LYNN UNIVERSITY, INC.

By: 

Printed Name: Laurie Levine

Title: VP for Business & Finance

Date: 1-24-19

University contact information:

Admission Contact:

Steve Pruitt

Director, Graduate and Online Admission

Office of Admission

spruitt@lynn.edu

561-237-7834

Billing Contact:

Judy Kaczmarek

Director

Student Financial Services

jkaczmarek@lynn.edu

561-237-7192

