



32 university to provide similar Programs within this territory in the fields of Social  
33 Work and Education during the term of this Agreement. The parties may choose  
34 to expand this Agreement to other areas of concentration at a subsequent time.  
35 Bethany and WVNCC agree that Bethany will be free to affiliate with any  
36 college or university of its choosing, within the exclusive territory, during the  
37 term of this Agreement, in the event WVNCC is unable or unwilling to permit  
38 the development of new Programs by Bethany on its campus including those  
39 covered under this Agreement, in a timely manner after request by Bethany.

## 40 **II. RESPONSIBILITIES OF THE PARTIES**

### 41 **A. Off-Campus Office Facilities**

42 WVNCC shall provide, if requested by Bethany, reasonable administrative office  
43 space at a site mutually agreed upon by Bethany and WVNCC for employees of  
44 Bethany and WVNCC involved in the administration of the Programs. Specific  
45 arrangements regarding furniture, fixtures, office equipment, network integration  
46 availability, telephones, rental and the expenses related thereto, shall  
47 be agreed upon in writing by the parties.

### 48 **B. Accounting Records**

49 Bethany shall maintain the official accounting books and records for the  
50 Courses.

### 51 **C. Indemnity and Insurance**

52 Bethany shall indemnify, hold harmless, save and defend WVNCC from and  
53 against all claims, liabilities, losses, damages, costs and expenses, including  
54 reasonable attorneys' fees and costs, resulting from the actual or claimed  
55 negligence or misconduct of Bethany and its agents or employees arising out of  
56 or in connection with Bethany's conduct of the Courses under this Agreement.  
57 The provisions of this Agreement requiring the furnishing of personal injury  
58 liability and property damage liability insurance shall not be construed to affect  
59 or impair the generality of the foregoing. Bethany shall carry, during the term of  
60 this Agreement, insurance in this regard including the following:

- 61 1. A policy or policies to insure Bethany and its trustees, officers, employees  
62 and agents for all legal liability on account of bodily injury or loss of or

63 damage to property, however arising, in the execution and performance of  
64 this Agreement. The limits of liability for bodily or personal injury shall not  
65 be less than \$500,000 for each person and, subject to that limit for each  
66 person, \$1,000,000 for each occurrence. The policy or policies shall  
67 provide that the insurance afforded to Bethany shall be primary insurance  
68 and shall not call upon for defense, contribution or payment by any  
69 insurance effected or procured by WVNCC.

- 70 2. The policies evidencing the foregoing coverage shall be provided to the  
71 WVNCC before the Programs are offered to students pursuant to this  
72 Agreement. Such policies shall provide that the insurance shall not be  
73 materially altered or canceled without thirty (30) days prior notice to  
74 WVNCC.

### 75 **III. THE INSTITUTION'S RESPONSIBILITIES**

#### 76 **A. Student Tuition and Fees**

77 Bethany shall determine the amount of all tuition and fees charged to students  
78 who participate in the Programs. Such charges may be changed from time to  
79 time by Bethany, provided that Bethany notifies WVNCC of any and all  
80 changes at least three (3) months before any such change becomes effective.  
81 Any new tuition rates shall be consistent with the range of tuition rates then in  
82 effect for other students of Bethany.

#### 83 **B. Payment of Costs**

84 Bethany shall pay the costs of instruction and administration only to the extent  
85 that personnel responsible for such instruction and administration are on the  
86 Bethany payroll. Bethany shall be responsible for the rental cost of facilities  
87 required for each Course of Study at the rent of \$75.00 per half-day per  
88 classroom. Bethany shall be responsible for the cost of purchasing, printing and  
89 distributing books and materials.

#### 90 **C. Indemnity and Insurance**

91 WVNCC shall indemnify, hold harmless, save and defend Bethany from and  
92 against all claims, liabilities, losses and damages, including costs, expenses and  
93 attorney's fees, resulting from the actual or claimed negligence or misconduct of

94 of WVNCC, its agents or employees, arising out of or in connection with  
95 WVNCC's hosting of the Courses under this Agreement. The provisions of  
96 this Agreement requiring the furnishing of personal injury liability and property  
97 damage liability insurance shall not be construed to affect or impair the  
98 generality of the foregoing. WVNCC shall carry, during the term of this  
99 Agreement, insurance in this regard including the following:

100 1. A policy or policies to insure WVNCC and their respective officers, board  
101 members, employees and agents for all liability on account of bodily injury  
102 or loss of or damage to property, however arising, in the execution and  
103 performance of this Agreement. The limits for bodily or personal injury  
104 shall not be less than \$500,000 for each per person, and subject to that limit  
105 for each person, \$1,000,000 for each occurrence.

106 The policy or policies shall provide that the insurance afforded Bethany  
107 shall be primary insurance and shall not call upon for defense,  
108 contribution or payment any insurance effected or procured by Bethany.

109 2. The policies evidencing the foregoing coverage shall be provided to  
110 Bethany before Courses of Study are offered to students pursuant to this  
111 Agreement. Such policies shall provide that the insurance shall not be  
112 materially altered or canceled without thirty (30) days prior notice to  
113 Bethany.

#### 114 **IV. TERMS OF AGREEMENT – EFFECTS OF TERMINATION**

##### 115 **A. Term**

116 This Agreement shall take effect as of July 1, 2008. The Agreement shall remain  
117 in effect for a period of five (5) Academic Years (July 1, 2008 through  
118 June 30, 2013), and shall be renewed automatically on July 1, 2013, for an  
119 additional five (5) academic calendar year period unless terminated earlier as  
120 provided. The renewed term of the Agreement (July 1, 2013 through  
121 June 30, 2018) shall be governed by the terms and conditions of this  
122 Agreement unless modified by mutual written agreement. This Agreement shall  
123 be automatically extended to reflect a concurrent term with any future Bethany/  
124 WVNCC Agreements:

- 125 1. This Agreement may be terminated at any time during the six (6) months  
126 following the effective date of this Agreement for breach of a material term  
127 or condition, if the non-breaching party serves written notice of the breach  
128 and its intent to terminate on the non-terminating party at least thirty (30)  
129 days prior to the stated date of termination and such breach remains  
130 uncorrected at the end of such 30-day notice period. Any such notice of a  
131 material breach shall set forth, with specificity, the time, place and nature of  
132 the alleged material breach.
- 133 2. This Agreement may be terminated by Bethany on June 30, 2010 if the  
134 active in-class enrollment in the Courses is below what Bethany deems  
135 appropriate.
- 136 3. This Agreement may be terminated at any time for breach of a material term  
137 or condition if the non-breaching party serves notice of the breach and its  
138 intention to terminate on the breaching party ninety (90) days prior to the  
139 stated date of termination and such breach remains uncorrected at the end  
140 of such 90-day notice period. Any such notice of breach shall set forth, with  
141 specificity, the time, place, and nature of the alleged breach.
- 142 4. This Agreement may be terminated effective June 30, 2013 by either  
143 party by serving written notice of such termination on the non-terminating  
144 party at least twelve (12) months prior to such date.

145 **B. Effects of Termination**


146 Upon termination of this Agreement:

- 147 1. Bethany and WVNCC shall continue to satisfy their respective obligations  
148 under this Agreement until all Courses of Study then in session are  
149 completed.
- 150 2. Except as otherwise agreed by both parties, Bethany and WVNCC shall  
151 immediately cease any activity that suggests to third parties that there  
152 exists a continuing relationship between Bethany and WVNCC.
- 153 3. Section IV concerning the parties' financial responsibilities shall survive  
154 termination of this Agreement and shall remain the continuing obligations  
155 of the parties for all students who enroll prior to the start of the fall

156 semester of the final year of this Agreement but who pay for part or all of  
157 their study after June 30 of the final year of this Agreement.  
158 4. Bethany representatives shall continue to have access to WVNCC's  
159 on-campus office space for an additional thirty (30) days after termination  
160 of this Agreement. Bethany will surrender any and all keys to WVNCC's  
161 on-campus office space on or before the thirtieth (30<sup>th</sup>) day after termination  
162 of this Agreement.  
163

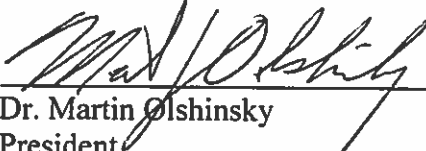
164 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
165 date first written above.

**BETHANY COLLEGE**

By:   
Dr. Scott D. Miller  
President  
Bethany College

5-12-08  
Date

**WEST VIRGINIA NORTHERN COMMUNITY COLLEGE**

By:   
Dr. Martin Olshinsky  
President  
West Virginia Northern Community College

May 9, 2008  
Date