*\*Use this document if an external agency requests an agreement to outline the parameters of a relationship of the tuition reimbursement program. It is important to note that any employee tuition reimbursement program is between the employee and their employer.*



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**RADFORD UNIVERSITY**

**AND**

**XXXXXX**

This **MEMORANDUM OF AGREEMENT (AGREEMENT)** is entered into on this **\_\_\_\_ day of\_\_\_\_\_\_\_\_\_**, **2023** to establish an **AGREEMENT** between **RADFORD UNIVERSITY** and **XXXXXXXX. (“XXXXXX”)**, collectively referred to as the **PARTIES**, for the purpose of establishing an education assistance program for **XXXXXXX** employees who enroll in graduate programs at **RADFORD UNIVERSITY**. The **PARTIES** to this **AGREEMENT**, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**WITNESSETH:**

 **WHEREAS**, **XXXXXXX** is committed to supporting the educational advancement of its current employees by providing financial assistance for enrollment in graduate programs at **RADFORD UNIVERSITY**.

 **WHEREAS, RADFORD UNIVERSITY** offers a range of graduate programs, including online programs, in-person programs, and graduate certificate programs that would benefit **XXXXXXX** employees.

 **WHEREAS**, **XXXXXX** desires to establish this **AGREEMENT** with **RADFORD UNIVERSITY** for **XXXXXX** employees enrolled in graduate programs at **RADFORD UNIVERSITY** to utilize the **XXXXXX** tuition reimbursement program as established by **XXXXXX**.

 **WHEREAS, RADFORD UNIVERSITY** is willing to enter into this **AGREEMENT** with **XXXXX** to facilitate the enrollment of **XXXXXX** employees in graduate programs at **RADFORD UNIVERSITY.**

 **WHEREAS**, **RADFORD UNIVERSITY** graduate programs eligible for **XXXXXXXX** tuition reimbursement program include but are not limited to the Master of Science (M.S.) degree in Strategic Communication, other online graduate programs such as the Master of Business Administration (M.B.A.) degree, or graduate certificate programs.

 **WHEREAS, XXXXXXX** employees based at the Bland, VA facility may consider enrolling in in-person graduate programs at **RADFORD UNIVERSITY**.

 **WHEREAS,** the **PARTIES** herein referred to are desirous of entering into an **AGREEMENT** for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective agreements and responsibilities during the term of the **AGREEMENT.**

 **NOW THEREFORE,** **RADFORD UNIVERSITY** and **XXXXXXX**, functioning collaboratively, herein agree to carry out the responsibilities as set forth in this **AGREEMENT.**

1. **RADFORD** **UNIVERSITY** agrees to:
2. Provide necessary information and guidance to **XXXXXXX** employees regarding the enrollment process, program options, and academic requirements.
3. Admit, enroll, bill, and collect payment for **XXXXXXX** employees in accordance with University policies and procedures.
4. **XXXXXXXXX** agrees to:
5. Inform **XXXXXX** employees that they are not to be considered an employee of **RADFORD** **UNIVERSITY** for the purposes of wages, fringe benefits, worker’s compensation, unemployment compensation, social security or any other purpose solely because of their enrollment in **RADFORD UNIVERSITY** graduate programs**.**
6. Inform **XXXXXXX** employees of the requirements and processes of the **XXXXXXX** tuition reimbursement program.
7. **It is mutually agreed that:**
8. Representatives of both **RADFORD** **UNIVERSITY** and **XXXXXXX** shall discuss issues of mutual concern and whether or not any changes are necessary to this **AGREEMENT** prior to renewal.
9. **RADFORD** **UNIVERSITY** and **XXXXXXX** shallcooperate in resolving any disputes or issues that may arise under this **AGREEMENT**.
10. This **AGREEMENT** does not create an employer-employee relationship between **XXXXXXX** and **RADFORD** **UNIVERSITY.**
11. **XXXXXXX** and **RADFORD** **UNIVERSITY** agree to comply with all applicable laws, regulations, and policies related to the payment deferment plan and the enrollment of **XXXXXXX** employees in **RADFORD UNIVERSITY** graduate programs.
12. **XXXXXXX** employees will be eligible for the tuition reimbursement program for courses taken in approved programs at **RADFORD** **UNIVERSITY.** All requirements of that program will be managed and monitored by **XXXXXXX**.

**IV . PAYMENT OF TUITION AND FEES.**

1. **XXXXXXX** employees will be responsible for ensuring all payment obligations to **RADFORD** **UNIVERSITY** are satisfied in accordance with **RADFORD UNIVERSITY** policies.
2. **XXXXXXX** will manage tuition reimbursement to eligible employees under the **XXXXXXX** tuition reimbursement program.
3. **COURSE WITHDRAWALS.**
4. **XXXXXXX** employees enrolled in graduate programs at **RADFORD UNIVERSITY** may request to withdraw from a course during the semester of enrollment.
5. Course withdrawal requests must be submitted in writing to **RADFORD UNIVERSITY**’s Registrar’s Office by the **XXXXXXX** employee.
6. **RADFORD UNIVERSITY** agrees to process course withdrawal requests in accordance with its established policies and procedures.

1. **XXXXXXX** acknowledges it will inform its employees that course withdrawal may have financial implications, including the potential for loss of tuition and fees for the withdrawn course.
2. In the event of a course withdrawal, the **XXXXXXX** employee remains responsible for any outstanding tuition and fees associated with the withdrawn course.

1. **XXXXXXX** understands that course withdrawal may impact the employee’s progress toward completion of the graduate program and that any necessary adjustments or accommodations will be handled in accordance with **RADFORD UNIVERSITY**’s policies and procedures.

**VI. MISCELLANEOUS.**

1. **ASSIGNMENT.** This **AGREEMENT** may not be assigned without prior written consent of both **PARTIES**, which shall not be unreasonably withheld by either party.
2. **GOVERNING LAW**. This **AGREEMENT** shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of any choice of law doctrine.
3. **NON-DISCRIMINATION**. Neither **PARTY** will discriminate on the basis of age, sex, race, religion, national origin, or disability.
4. **WAIVER.** No failure by either **PARTY** to insist upon strict performance of any covenant, term or condition of this **AGREEMENT** or to exercise a right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this **AGREEMENT,** but each and every covenant, condition and term of this **AGREEMENT** shall continue in full force and effect with respect to any other existing or subsequent breach.
5. **NO THIRD-PARTY BENEFICIARIES.** This **AGREEMENT** is entered into by and between the **PARTIES** hereto and as such no person or entity shall be deemed or construed a third-party beneficiary hereunder.
6. **SEVERABILITY**. The invalidity or unenforceability of any particular provision of this **AGREEMENT** shall not affect the other provisions hereof, and this **AGREEMENT** shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
7. **TERM AND EFFECTIVE DATE**. The **AGREEMENT** shall be effective from the date of its execution, which is determined by the date of the final signature, and shall remain in effect for a **ONE-YEAR PERIOD.**
8. **RENEWAL**. This **AGREEMENT** will be reviewed annually prior to expiration date and will automatically renew unless otherwise indicated by one of the **PARTIES**. All renewals will be for an additional **ONE–YEAR PERIOD** as agreed upon by both **PARTIES**.
9. **TERMINATION**. Either **PARTY** may terminate the **AGREEMENT** at the end of any year (as measured from the date of execution) upon a 90-day advance written notice that allows any students already enrolled to complete the obligation. In the event of termination, **XXXXXXX** shall be responsible for any outstanding payment according to this **AGREEMENT** due **RADFORD UNIVERSITY** for **XXXXXXX** employees who are enrolled in **RADFORD UNIVERSITY** graduate programs for the current academic term.
10. **CHANGES OR MODIFICATIONS**. This **AGREEMENT** may be revised or modified only by mutual consent. All modifications must be in writing and signed by an official of **RADFORD** **UNIVERSITY** and **XXXXXXX**. The effective date of any modifications is the date of the final signature, unless otherwise expressly stated in the written modification.
11. **LIABILITY:** **RADFORD UNIVERSITY,** as a public institution of higher education in the Commonwealth of Virginia, is self-insured under a program administered by the Commonwealth’s Department of Treasury, Division of Risk Management. **RADFORD UNIVERSITY** agrees to continue to participate in that program during the life of this **AGREEMENT.**
12. **INTELLECTUAL PROPERTY.** All material, completed or uncompleted, which may be prepared by **RADFORD** **UNIVERSITY** in the performance of this **AGREEMENT**, shall be and remain property of **RADFORD** **UNIVERSITY. XXXXXXX** shall NOT have the right to disclose to third parties any material developed by **RADFORD UNIVERSITY** in the performance of this **AGREEMENT.**
13. **NOTICES.** Any notice or other communication required by this **AGREEMENT** shall be in writing and shall be deemed given if hand delivered, or upon receipt if sent via overnight mail by a reputable overnight courier, such as FedEx, or sent postage prepaid by certified or registered mail, return receipt requested, or via electronic mail or facsimile addressed as follows:

 If to **RADFORD UNIVERSITY**:

PHIL CRIGGER

CONTRACT & AGREEMENT COORDINATOR

RADFORD UNIVERSITY

PROCUREMENT AND CONTRACTS

 P.O. BOX 6885

 RADFORD, VIRGINIA 24142

 (540) 831-7619

 (540) 831-5946 FAX

 PCRIGGER@RADFORD.EDU

 If to **XXXXXXX**:

 **XXXXXXX**

 Address

 City, State, Zip

 (XXX) XXX-XXXX

 Attn:

or to such other addresses or persons as may be furnished from time to time in writing by **RADFORD** **UNIVERSITY** or **XXXXXXX**. Notices can be delivered by hand or by mail.

1. **ENTIRE AGREEMENT**. This **AGREEMENT** contains the entire understandingbetween the **PARTIES** regarding the subject matter hereof and shall supersede any prior **AGREEMENTS** for this **PROGRAM** between the **PARTIES**.

**WITNESS**, the following authorized signatures of the **PARTIES** hereto:

**XXXXXXX**

SIGNATURE DATE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME TITLE

SIGNATURE DATE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME TITLE

**RADFORD UNIVERSITY (adjust signatures as appropriate)**

SIGNATURE DATE

Dr. Matthew Smith\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dean, College of Humanities and Behavioral Sciences

PRINTED NAME TITLE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE DATE

Dr. Bethany Usher Provost and Senior Vice President of Academic Affairs

PRINTED NAME TITLE

SIGNATURE DATE

Dr. Robert Hoover Vice President for Finance & Administration

PRINTED NAME TITLE

SIGNATURE DATE

Phil Crigger Contract & Agreement Coordinator

PRINTED NAME TITLE