PARTICIPATION AGREEMENT FOR
THE SMITHSONIAN-MASON SEMESTER

George Mason University

and

Bridgewater College

This MEMORANDUM OF AGREEMENT ("Agreement"), dated this 10th day of August, 2017, is made by and between George Mason University ("Mason"), an educational institution and agency of the Commonwealth of Virginia, and Bridgewater College ("Institution"), a Virginia institution of higher education. Mason and Institution are referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties desire to promote and advance transformative education and research in conservation studies; and

WHEREAS, the Parties desire to establish and build a mutually beneficial relationship between Mason and Institution; and

WHEREAS, the Parties desire to establish a means by which students may more easily pursue studies in the Smithsonian-Mason Semester program;

NOW, THEREFORE, in consideration of the mutual promises herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1. Purpose.

The purpose of this Agreement is to establish the terms of a contractual arrangement whereby Mason shall provide instruction, residential facilities and other resources for Institution’s students to study in the Smithsonian-Mason Semester program at the Smithsonian-Mason School of Conservation. The Smithsonian-Mason School of Conservation is located on the grounds of the Smithsonian Conservation Biology Institute ("SCBI") in Front Royal, VA.

Article 2. Term and Termination.

A. Term. This Agreement covers four academic semesters: Fall 2017, Spring 2018, Fall 2018 and Spring 2019.

B. Termination. If either Party wishes to terminate its participation in this Agreement, it may do so without cause and without penalty upon notice to the other Party. Termination shall take effect after the conclusion of last academic semester for which Mason has
accepted a deposit.

Article 3. Availability, Application, and Student Qualifications.

A. Availability. Mason shall guarantee a total of six seats each semester for qualified students until the notification/reservation and deposit deadlines described below. Thereafter, seats will be opened to Institution’s students on a space-available basis.

B. Notification/Reservation, Deposit, and Application.

1. Notification/Reservation deadlines. Institution shall notify Mason of the number of students planning to attend by March 1 for the Fall Semester and October 1 for the Spring Semester.

2. Deposit. This reservation shall be accompanied by a non-refundable deposit of 20% of the total projected fees. See Article 8 for Rates and Payment.

3. Smithsonian-Mason Semester Application. Students must submit an individual application to the Smithsonian-Mason Semester program by August 1 for the Fall Semester and December 1 for the Spring Semester.

C. Student Qualifications and Prerequisites. Students should have completed a minimum of 45 credits. For the Semester in Ecology for Effective Conservation Practices, students should have some conservation-related or science coursework and preferably an upper-level ecology course. Beyond the credit requirement, there are no prerequisites to the Semester in Applied Conservation Strategies.


A. Policies and Procedures. While participating in the Smithsonian-Mason Semester, students shall be subject to the following policies and procedures:

1. Regulations of the Smithsonian-Mason Semester program;

2. Regulations pertaining to federal facilities;

3. Regulations of the Smithsonian Institution concerning conduct and use of facilities and resources at SCBI, including a federal background check; and

4. Academic and student conduct policies.
   i. Good Academic Standing. Students shall be in good academic standing at Institution, according to Institution’s policies.
   ii. Honor Code. Students must abide by the Mason Honor Code. In the event that a faculty or staff member believes that academic dishonesty has occurred, s/he will contact Mason’s Office of Academic Integrity for referral to Institution’s academic integrity review process.
   iii. Student Conduct. Students shall refrain from committing the Acts of Misconduct outlined in the Mason Code of Student Conduct. All matters
involving student misconduct shall be referred to Mason’s Office of Student Conduct.

5. Student Compliance. Students shall be asked to read and sign the SMSC Student Resource Manual to the effect that they understand these regulations and agree to abide by them. This statement is Appendix 1. Violation of these regulations shall be grounds for immediate removal from the Semester program and shall remove any obligation from Mason to provide instruction or services to that student.

B. Health Insurance. Students attending the Smithsonian-Mason Semester must carry health insurance. Students may purchase health insurance from Aetna Student Health through Mason if needed.

C. Vaccines. Students participating in the Smithsonian-Mason semester may be required to participate in a practicum as part of their coursework. Students choosing to participate in practicums that involve animals shall be required to get the following vaccines: TB test, Flu shot, Tetanus shot. Students must provide proof of vaccinations prior to starting the animal practicum.

Article 5. Curriculum and the Award of Credit.

A. Curriculum Content. The content of the curriculum provided shall be determined solely by those Mason and Smithsonian Institution faculty who make up the Smithsonian-Mason School of Conservation.

B. Grades and the Awarding of Credit. Mason shall keep internal records of student enrollment and grades. At the conclusion of the semester, Mason’s Registrar shall securely transmit such information via encrypted email to Institution’s Registrar (or other office or person designated by Institution), which shall award credit.

C. Course Description and Syllabus. Upon the establishment of this Agreement, Mason shall provide Institution with review copies of course descriptions, a representative sample syllabus for each course in the Smithsonian-Mason Semester, and a short biography detailing faculty qualifications for instruction, for the sole purpose of the evaluation and assignment of Institution credit.

Article 6. Student Support and Activities

A. Accommodations for Disabilities. Mason shall arrange accommodations for students with disabilities. The provision of accommodations services (such as interpreters, note-takers, etc.) shall be the financial responsibility of Institution. Institution shall determine the appropriate accommodations for students, in consultation with Mason as needed. Should Institution deny a request for accommodations, and a student exhaust the appeal process at Institution, the student may appeal to Mason. Classroom and residential buildings are
wheelchair accessible, but many outdoor areas are not.

B. Psychological and Health Services. Mason shall provide emergency psychological evaluation and threat assessment services, and routine psychological and health services by appointment at the Science and Technology campus in Prince William County or the Fairfax campus facilities.

C. Student Activities. Institution’s students are encouraged to participate in all student activities offered on site.

Article 7. Intellectual Property

A. This Agreement does not give Institution any rights, implied or otherwise to the intellectual property of George Mason University, the Smithsonian Institution, the Smithsonian-Mason School of Conservation, or the individual faculty who make up the Smithsonian-Mason School of Conservation. Unless expressly agreed to the contrary in writing, Intellectual property includes but is not limited to course materials, lecture notes, goods, products, materials, documents, reports, writings, video, images, photographs or papers of any nature, including software or computer images, trademarks and copyrighted materials related to the Smithsonian-Mason Semester.

Article 8. Rates and Payment.

A. Student Payment. Students shall pay tuition and fees to Institution in accordance with Institution’s policies. Institution agrees to award and disburse federal and state financial aid according to applicable regulations and requirements.

B. Rates. Rates provided below are for the Fall 2018 semester and are subject to change. Mason shall charge Institution for instruction, lodging, meals, and other costs as follows:
   a. In-State students
      i. Tuition and Fees: Undergraduate - $616 per credit hour; Graduate - $723 per credit hour
      ii. Room (Double) - $4,615 per semester
      iii. Board - $2,275 per semester
   b. Out-of-state students
      i. Tuition and Fees: Undergraduate - $1,551 per credit hour; Graduate - $1,544 per credit hour. Both undergraduate and graduate out-of-state students will receive an out-of-state discount that will reduce the costs per credit hour to $818.
      ii. Room (Double) - $4,615 per semester
      iii. Board - $2,275 per semester
   c. Institution shall provide a domicile form by the notification/reservation deadline.

C. Deposit. Institution shall provide a non-refundable deposit of 20% of the projected fees at the time of notification/reservation described in Article 3.B.2.
D. Billing and Payment. At the time of notification/reservation described in Article 3.B.2, SMSC shall provide an invoice with an estimate detailing the semester charges. Institution shall provide a non-refundable deposit of 20% of the projected fees upon receipt of the invoice. A final invoice will be sent after Mason’s tuition refund deadline detailing final charges less any applicable deposits.

E. Additional Costs. Institution shall also be charged for the costs of providing reasonable accommodations to students with disabilities, if required.

F. Withdrawal. Student withdrawals and refunds will adhere to George Mason University guidelines.

Article 9. Faculty Oversight and Participation.

Institution shall identify and provide to Mason the names and contact information for two individuals, an Academic Director and an Administrative Contact.

A. Academic Director. The Academic Director shall be the individual responsible for coordinating the evaluation of coursework for Institution credit. Normally, this individual will be a faculty member in some area of conservation science.

1. Visit to SCBI facilities. The Academic Director will be provided lodging and meals for a three-day visit to be arranged at a mutually convenient time to facilitate a deeper understanding of the curriculum and the Smithsonian-Mason Semester experience.

2. Other Opportunities to Participate. The Academic Director may have other opportunities to participate in Smithsonian-Mason School of Conservation instruction and research.

B. Administrative Contact. The individual named as the Administrative Contact should have the expertise and authority to help resolve any financial or related questions that arise in the administration of this Agreement.

Article 10. Representation and Marketing.

A. Recognition. Institution’s marketing of the Smithsonian-Mason Semester shall not obscure the fact that instruction is provided by the Smithsonian-Mason School of Conservation.

B. Name and Marks. Except as specifically provided for herein, Parties shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the
use date.

C. Image. Parties shall not take any action or inaction, which may be detrimental to the image or reputation of the Parties.

D. Accreditation. To ensure compliance with George Mason University’s accreditation requirements, the parties agree to include the following disclaimer on materials describing the arrangement:

“George Mason University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, while [NAME OF INSTITUTION] is accredited by the [NAME OF INSTITUTION’S REGIONAL ACCREDITING BODY]. However, neither institution's accreditation extends to the other institution or its students; [NAME OF INSTITUTION] is not accredited by the Commission on Colleges, nor is George Mason University accredited through the [NAME OF INSTITUTION’S REGIONAL ACCREDITING BODY]. Although each institution accepts certain course work in transfer from the other, other colleges and universities may or may not accept this work in transfer, even if it appears on one or both transcripts.”


A. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Party.

To: Academic Agreements Administrator
    George Mason University
    4400 University Drive, MS 3A2
    Fairfax, VA 22030

To: Dr. Leona Sevick
    Provost and VP for Academic Affairs
    Bridgewater College
    402 East College Street
    Bridgewater, VA 22812

B. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.

C. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written
agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.

D. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

E. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

F. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

G. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Mason does not sponsor, endorse, or make any express or implied warranties for Institution.

H. Nondiscrimination. Both Parties agree not to discriminate on any basis prohibited under state or federal law.

I. Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

J. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

K. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

L. Conflicts of Interest. No employee of Mason may receive compensation from Institution unless authorized by Mason in writing.

M. Third-Party Beneficiaries. No third Party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third Party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

N. Authorization to Transact Business. If Institution is a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a
registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise is required by law. In the event Institution fails at any time to maintain such registration, this Agreement is voidable by George Mason University.

O. Collection Costs. Institution shall pay to Mason any attorney's fees and collection fees incurred in enforcing this Agreement or pursuing and collecting past-due amounts under this Agreement.

P. Remedies. If Institution breaches this Agreement, in addition to any other rights or remedies, Mason may terminate this Agreement without prior notice.

Q. Insurance. Institution shall procure and continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement each with $1,000,000 coverage per occurrence and a $2,000,000 umbrella policy. These policies will name George Mason University, the Commonwealth of Virginia, the Smithsonian Institution and their employees and agents, as Additional Insureds. Institution agrees to keep Mason advised of any changes in this policy and to provide Mason with a copy of the Additional Insured endorsement of the policy.

R. Liability.

1. Indemnification. Institution shall indemnify and hold harmless George Mason University, the Commonwealth of Virginia, the Smithsonian Institution, and their officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. Mason and the Smithsonian shall promptly notify Institution of any claim or action brought against them in connection with this Agreement.

2. Waiver. Institution agrees to waive all rights to any damages or causes of action against George Mason University, the Commonwealth of Virginia, the Smithsonian Institution, and the United States and their officers, employees and agents, and the faculty and students participating in this Agreement, with respect to the activities contemplated by this Agreement.

S. FERPA. All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).
WITNESS the following signature of the Parties:

BRIDGEWATER COLLEGE:

[Signature]
Dr. David W. Bushman
President
08/10/17 Date

GEORGE MASON UNIVERSITY:

[Signature]
S. David Wu
Provost and Executive Vice President
8/28/17 Date

[Signature]
Jennifer Wagner Davis
Senior Vice President, Administration and Finance
8/29/17 Date