

EDUCATIONAL ALLIANCE PARTICIPANT AGREEMENT

Grand Canyon University and College of the Marshall Islands

This Agreement is entered into by and between Grand Canyon University (GCU), an Arizona nonprofit corporation, with its principal place of business located at 3300 W. Camelback Road, Phoenix, Arizona 85017 and College of the Marshall Islands (Participant) with its principal place of business located at PO Box 1258 Majuro, Republic of the Marshall Islands 96960. This Agreement refers to GCU and Participant collectively as "the Parties." This agreement shall replace or supersede all other agreements between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the Parties do hereby agree as follows:

PURPOSE OF AGREEMENT. GCU is Arizona's premier private Christian university, with more than 225 academic programs across nine colleges and next-generation online learning platforms. Participant is Higher Education Learning. GCU and Participant wish to enter into an agreement in which in return for the promises contained herein GCU shall offer a scholarship to Participant's employees, faculty and graduates subject to the terms of this Agreement. The scholarship shall apply to online or evening campus bachelor's, master's or doctoral degree programs and single course/non-degree courses offered by GCU (the "Programs").

PERFORMANCE BY PARTICIPANT. Participant shall allow GCU to create and make available to Participant's employees, faculty and graduates marketing materials which describe the Programs and provide Participant's employees, faculty and graduates with all relevant information regarding each of the Programs. Participant shall also provide any additional services that may be listed in Exhibit A to this Agreement.

PERFORMANCE BY GCU. GCU shall provide the content, instruction and academic oversight of the above mentioned Programs. GCU shall also provide the services listed in Exhibit A to this Agreement.

TERMS OF AGREEMENT. This Agreement shall be effective when signed by all Parties and shall remain in effect until the earlier of (a) three (3) years from the date of the last signature below, or (b) the termination of this Agreement by either party in accordance with the terms below. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any students enrolled in any of the Programs at the time of termination will be permitted to continue their studies and complete the Programs under the terms specified in this Agreement, provided such students maintain continuous enrollment with no breaks greater than 14 days unless an approved leave of absence has been granted by GCU. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

USE OF PARTICIPANT'S MARKS AND LOGOS. Participant hereby grants GCU the right and license to publish and/or use Participant's logos or trademarks for all purposes connected with the promotion of the Programs and the provision of the services listed in Exhibit A to this Agreement, including without limitation, the use of Participant's logos or trademarks for advertising relating to GCU for its seminars, symposiums, recruiting of students and participants, published materials relating to GCU, and all other purposes related to GCU and its mission. GCU's right to utilize Participant's logos and trademarks will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials. Notwithstanding the foregoing license, Participant shall retain all right, title and interest in and to Participant's logos and trademarks.

PARTICIPANT SCHOLARSHIP. To claim the scholarship, Participant's employees, faculty and graduates must complete a Memorandum of Understanding which will be provided as part of the GCU application process and submit that MOU with their application for approval by GCU in its sole and absolute discretion. The scholarship cannot be used in conjunction with any other scholarships, awards, promotions and/or other programs offered by GCU unless otherwise stated on the MOU. MOUs submitted after the application process will not be honored except in cases where Participant employees is/are active in a GCU program prior to the signing of this agreement. This scholarship shall be available as long as this Agreement is in place.

CONTINUOUS ENROLLMENT AND MINIMUM SCHOLASTIC ACHIEVEMENT. The scholarship will only be awarded to students who remain continuously enrolled in the Program and take the required courses necessary to complete the Program. Continuously enrolled is defined as no breaks greater than fourteen (14) days unless an approved leave of absence has been granted by GCU. Students who do not maintain continuous enrollment will no longer be eligible to receive the scholarship; they will not, however, be obligated to reimburse GCU for the completed courses where the scholarship has been awarded. Recipients must also maintain a minimum grade point average as outlined in the University Policy Handbook located at www.gcu.edu/Policy-Handbook.php

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NOTICE: Any notice which may be given by a party under this Agreement shall be deemed to have been duly delivered if delivered by reputable carrier, hand delivered or electronic mail to the receiving party at the following address(es) or email address:

For Grand Canyon University

Grand Canyon University
Attn: Legal Department
3300 W. Camelback Road
Phoenix, AZ 85017
LegalDepartment@gcuv.edu

For The College of the Marshall Islands

Box 1258
Majuro
MH 96960

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date first written above.

The Participant organization is a 501C3 or 501C4? ☒ Yes ☐ No

Grand Canyon University

By: Raymond Kaseloni
Print Name: Raymond Kaseloni
Title: Chief Administrative Officer
Date: 03/18/2022

The College of the Marshall Islands

By: Irene J. Taafaki
Print Name: Dr. Irene J. Taafaki
Title: President and CEO
Date: February 18, 2021

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Exhibit A

Performance and Services By GCU and College of the Marshall Islands

GCU offers content, instruction and academic oversight of the Programs through the Colangelo College of Business, College of Humanities and Social Sciences, College of Science, Engineering and Technology, College of Doctoral Studies, College of Education, College of Nursing and Health Care Professions and College of Fine Arts and Production.

The Programs' courses will follow the applicable Programs of Study outlined in the current catalog, which can be viewed by visiting www.gcu.edu/academics/academic-policies.php, and clicking on Academic Catalog. As improvements are made to the Programs, the Program of Study courses may change; however, credit hour requirements will follow the specifications of the current catalog.

GCU REQUIREMENTS INCLUDE:

1. GCU shall grant eligible Participant employees, faculty and graduates a 10 % off scholarship for the current GCU tuition prices for the Programs (the "Participant Scholarship"). This Participant Scholarship shall be available as long as this Agreement is in place and the student meets the requirements of this Agreement. GCU reserves the right to change tuition pricing at any time and the Participant Scholarship will be applied only as an offset to tuition stated in GCU's University Policy Handbook. The Participant Scholarship cannot be used in conjunction with any other scholarships, awards, promotions and/or other programs offered by GCU unless otherwise indicated on the MOU.
2. Regarding any enrolled students from Participant organizations. For purposes of clarification, the Participant Scholarship will not apply to any courses already taken or in progress on the effective date of this Agreement and will apply only to future courses. Any student utilizing federal aid as of the effective date of this Agreement will have the Participant Scholarship applied at the beginning of the student's next payment period.
3. GCU shall provide marketing literature and informational sessions to Participant's employees, faculty and graduates at GCU's expense, to promote continuing education and support employees, faculty and graduates educational goals. GCU shall also include the Programs in its general marketing efforts and, at the request of Participant, shall conduct periodic marketing efforts specifically targeted at potential students for the Programs. GCU shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the Programs with Participant's prior consent, and which consent shall not be unreasonably withheld.
4. GCU shall provide a local University Development Counselor as a primary contact and Participant resource. It is the responsibility of the Participant employees, faculty and graduates to identify themselves in order to receive the Participant Scholarship available through this Agreement. Subject to the consent, Participant will assist GCU in confirming that the Participant employees, faculty and graduates is/are indeed associated with Participant.

PARTICIPANT REQUIREMENTS INCLUDE:

1. GCU may announce the formation of the alliance with GCU to Participant's employees, faculty and graduates. GCU and Participant will work together to communicate to Participant's employees, faculty and graduates the benefits and variety of programs offered by GCU.
2. Participant to allow access, within Participant guidelines, to present information regarding GCU programs to Participant employees, faculty and graduates via information meetings at least once a quarter.
3. Participant shall allow GCU to provide outreach to employees, faculty and graduates, including, but not limited to, informational webinars, posting of flyers and other activities as appropriate, which must be consistent with Participant policies.

Participant and GCU may issue joint press releases and other announcements with prior approval of both parties.