

AGREEMENT BETWEEN
HARFORD COMMUNITY COLLEGE
AND
WOR-WIC COMMUNITY COLLEGE

This Agreement, made this 16 day of May, 2023, between The Board of Trustees of Harford Community College, located at 401 Thomas Run Road, Bel Air, MD 21015 (hereinafter referred to as "HCC")

And

Wor-Wic Community College, located at 32000 Campus Drive, Salisbury, MD 21804 (hereinafter referred to as "Wor-Wic").

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the parties agree to partner in providing the **Insurance Help Desk Professional Certificate Program** (individually and collectively, the "Program") for Wor-Wic eligible students under the terms and conditions set forth herein:

- 1) **TERM** – The term of this Agreement shall commence on the date first set forth above and shall remain in effect until either party needs to withdraw. This Agreement may be terminated by either party, with or without cause and without liability, upon ninety (90) days' written notice to the other party.

- 2) **COMMUNICATIONS** – Wor-Wic and HCC agree to follow the proper channels of communication when conducting any business related to the Program and this Agreement. All legal notices required to be given under this Agreement shall be in writing and shall be deemed given when delivered either personally or by reputable overnight courier (such as Federal Express), sent via email (with acknowledgement of receipt), or delivered by certified mail, postage prepaid, return receipt requested, to the address stated herein or to such other address as either party may specify to the other in writing from time to time. The contacts for the respective parties are as follows:

HCC:
Name: Kelly Zajicek
Title: Assistant Director for Workforce Development
Telephone: 443-412-2163
Email: kzajicek@harford.edu
Harford Community College
401 Thomas Run Road
Bel Air, MD 21015

Wor-Wic:
Name: Ruth E. Baker
Title: Dean of Continuing Education and Workforce Development
Telephone: 410-334-2815
Email: rbaker@worwic.edu
Wor-Wic Community College
32000 Campus Drive
Salisbury, MD 21804

- 3) **CURRICULUM** – HCC in partnership with the National Association of Insurance Professionals, Inc. (NAIP) will provide curriculum and instructional materials for the Program. HCC will provide Wor-Wic with a course description, outline, and a copy of the course materials, including texts (where applicable). NAIP will retain ownership of the course(s) and all materials associated with it. Wor-Wic will review the NAIP curriculum to ensure that content and delivery mode meet college standards.
- 4) **INSTRUCTORS** –NAIP warrants that instructors are practitioners in the field and have expertise in the topics to be taught. NAIP will hire and pay qualified instructors with the understanding that at all times instructors shall be employees of NAIP. HCC will review the resumes and CVs of each instructor as needed to ensure instructor qualifications. HCC will provide resumes or CVs of instructors as requested.
- 5) **LOGISTICS** –
 - a. HCC will determine the schedule for the courses in the Program and provide it to Wor-Wic.
 - b. The Program will be taught in a synchronous remote format. Access will be provided by HCC.
 - c. The Program will be accessible through Microsoft Teams or Zoom. At least three (3) business days before the start of each class, Wor-Wic will provide HCC with student information, including student first and last names, and valid email addresses, so HCC can provide access to the Class for Wor-Wic students.
- 6) **REGISTRATION AND FEES** – HCC will determine the cost of the courses in the Program, including tuition and fees; and Wor-Wic will advertise and offer the courses for such costs in effect at the time of course offering. Wor-Wic understands that the cost is subject to change. Wor-Wic will register its students and collect tuition and fees based on costs established by HCC. Wor-Wic will provide HCC with copies of student registrations. Wor-Wic shall pay to HCC ninety percent (90%) of the tuition and fees collected for each course, and Wor-Wic shall retain ten percent (10%) and the FTE for Wor-Wic students for all classes.
- 7) **REGISTRATION NOTIFICATION**
 - a. Wor-Wic will notify HCC of its number of paid registrants no fewer than three (3) business days before the course start date. If Wor-Wic experiences an unusually large spike in registrations for a particular course, it should notify HCC immediately so as to plan any additional capacity that may be required. Additional courses may be offered, in HCC's discretion, if demand supports such scheduling.
 - b. HCC will typically notify Wor-Wic seven (7) business days in advance of the course start date if cancellation is required due to insufficient registrations. Wor-Wic will then notify its registered students of this cancellation.

- 8) REQUIRED COURSE PAPERWORK** - HCC and Wor-Wic will each provide to the other all paperwork that may be required to support student participation in the Program, including an attendance sheet and paperwork that may be required to authorize sharing of final student grade information. HCC will ensure that instructors complete Wor-Wic paperwork for all students. HCC will provide Wor-Wic with a copy of the student evaluations.
- 9) CERTIFICATES** - Wor-Wic will issue completion certificates to Wor-Wic students who successfully complete the Program. All students that successfully complete the courses to NAIP standards will also receive a completion certificate from NAIP for the required 40 hours of pre-licensing training. Students will be issued an insurance license when they pass the state licensing exam.
- 10) BILLING** - For each course in the Program, after twenty percent (20%) of the class hours has been completed, HCC will invoice Wor-Wic for ninety percent (90%) of the tuition and fees in effect at the time of student registration for all Wor-Wic students registered in the course. Wor-Wic will pay HCC within thirty (30) days following the date of invoice. Wor-Wic will collect 100% of the FTE for the students registered by Wor-Wic.
- 11) MARKETING**
- a. Wor-Wic and HCC will promote the Program in their respective publications and websites and through other appropriate media channels.
 - b. HCC will market the Program in its brochure sent to households in Harford County, Maryland. In addition, in its discretion, HCC will produce customized marketing materials.
 - c. Each party may publicize their affiliation with the other; provided that Wor-Wic recognizes that HCC is the sole owner of all intellectual property rights in the HCC programs and logos, and HCC recognizes that Wor-Wic is the sole owner of all intellectual property rights in the Wor-Wic programs and logos. Neither party will use the other party's logos without such party's prior written consent.
- 12) INTELLECTUAL PROPERTY** – HCC may deliver or provide to Wor-Wic and students copies of proprietary tools and materials that have been developed for use in the Program, including without limitation module descriptions, outlines, training materials, methodologies, assessment tools, workbooks, and workshop materials (“Materials”). Such Materials shall remain the sole and exclusive property of HCC. Wor-Wic is granted a nonexclusive and nontransferable license to use such Materials for Program purposes and in accordance with the terms of this Agreement. Wor-Wic acknowledges and agrees that these Materials may be protected by civil and criminal law, including intellectual property laws; that they are valuable, proprietary, and confidential to HCC; and that their use and disclosure must be carefully and continuously controlled by HCC. As such, Wor-Wic shall not provide Materials in any form, including without limitation audio, visual, digital, electronic, and hardcopy, for use other than as expressly authorized under this Agreement, to any employees, contractors, or third parties, including other educational institutions and educators, not involved in the Program or the activities conducted under this Agreement.
- 13) INDEPENDENT CONTRACTORS** – Each of the parties shall be, as to the other, independent contractors. The execution and delivery of this Agreement and the implementation of the Program contemplated shall not be construed as creating between the parties a joint venture, partnership, or other legal association or entity as a result of which either party could be

responsible or liable for the acts or omissions of the other party. Neither party shall incur any financial or other obligations to third parties on behalf of the other, either express or implied.

- 14) INSURANCE** – Wor-Wic shall maintain the following insurance coverages naming Harford Community College as Additional Insured throughout the duration of the Agreement, and shall provide Certificates of Insurance demonstrating such coverage upon request prior to each session.

 - a. General Liability with minimum limits of \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate;
 - b. Cyber Liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, to include, at a minimum, Privacy Liability, Security Liability, Network Security Liability, and Media Liability;
 - c. Workers Compensation in compliance with Maryland law.

- 15) INDEMNIFICATION** - Wor-Wic hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, Harford Community College officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees, subject to the limitations the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "State Government Tort Claims Act"). The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

- 16) COMPLIANCE WITH LAWS** – Each party agrees to abide by the applicable policies, procedures, rules, and regulations of the other party. In addition, each party will comply with all applicable federal, state, and local laws, ordinances, and regulations with respect to their activities under this Agreement. This agreement shall be governed and enforced by the laws of the State of Maryland.

- 17) DISCRIMINATION** – Wor-Wic and HCC agree that they will not discriminate in connection with the administration of the Program or the performance of this Agreement because of race, color, sex, sexual orientation, national origin, religion, pregnancy, disability, age, genetic information, military service, gender, gender identity, or any other class protected by federal, state or local law.

- 18) FORCE MAJEURE** – Neither party shall be responsible for delays or failure to perform hereunder resulting from causes beyond the control and without the fault or negligence of such party, including without limitation floods, earthquakes, hurricanes, tornadoes, emergency weather conditions, or acts of God; epidemics, pandemics, or quarantines; terrorism, war, riots, strikes, fire, explosion, blockades, or insurrection; delay in delivery of materials or equipment; cyberattacks, network failures, system failures, equipment failures, failure of public or private


telecommunications networks, or power or utility disruptions; or governmental action or inaction.

19) INTERPRETATION – Neither party hereto may assign its rights or delegate its duties under this Agreement without the prior written consent of the other. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement, whether referred to herein or not. The remedies reserved to HCC in this Agreement are cumulative and are in addition to any other remedies available under law. Nothing herein shall be deemed a waiver of the sovereign or governmental immunity of HCC, Harford County, or the State of Maryland. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right subsequently to enforce such provision or any other provision of this Agreement. This Agreement may not be modified or amended other than by a written agreement signed by authorized representatives of all parties hereto. This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof; and any other representations, inducements or agreements, oral or otherwise, not contained herein shall be of no force or effect. This Agreement shall be interpreted according to Maryland law without regard to conflicts of law, and jurisdiction and venue shall lay with courts located in the state of Maryland. Captions are for reference only and shall not affect interpretation of this Agreement. If any portion of this Agreement is declared invalid or unenforceable, such portion shall be severed from this Agreement; and the remainder of the Agreement shall be valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in counterparts. The parties may exchange signatures by digital or electronic signature, facsimile, or email, which shall be given the same legal force as an original. The parties agree that the digital or electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.


20) EFFECTIVE DATE – This Agreement is executed by an authorized representative of each party and shall be effective when fully executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

HARFORD COMMUNITY COLLEGE

By: 
Print: Theresa Felder
Title: President
Date: May 20, 2023

Wor-Wic Community College

By: 
Print: Kristin L. Mallory
Title: Vice President for Academic Affairs
Date: 5/17/2023

ATTEST:

Witness: N/A - electronic signature

Witness:  5/17/23