

**AFFILIATION AGREEMENT
BETWEEN SEATTLE UNIVERSITY
AND EDMONDS COMMUNITY COLLEGE**

This affiliation agreement (hereinafter referred to as the "Agreement") is effective July 14th, 2017, and is entered into by and between Seattle University, a Washington nonprofit institution of higher education (hereinafter referred to as "SU"), and Edmonds Community College, a Washington State community college (hereinafter referred to as "Edmonds"). Throughout this Agreement, SU and Edmonds may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, as part of its undergraduate transfer admissions process, SU desires to offer conditional admission to certain Edmonds international students;

WHEREAS, Edmonds desires to form an affiliation with SU to help recruit top international students;

NOW THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. SU AGREES:

1.1 To provide Edmonds with an approved template letter offering certain current or prospective Edmonds international students conditional admission to SU.

1.2 To communicate with Edmonds in a timely manner.

2. ECC AGREES:

2.1 To issue pre-approved letters on SU's behalf to current or prospective Edmonds international students offering conditional admission to SU.

2.2 To provide SU with the names and current contact information of current or prospective Edmonds international students interested in attending SU.

2.3 To represent to current or prospective Edmonds international students that Edmonds has an affiliation with SU in which students could be selected to receive offers of conditional admission to SU.

2.4 To communicate with SU in a timely manner.

3. SU AND EDMONDS JOINTLY AGREE:

3.1 Applicable students. The offers of conditional admission referred to in this Agreement only apply to international students who have or will obtain F1 student visas. The offers of conditional admission do not apply to U.S. citizens and/or students graduating from high school in the U.S.

3.2 Offers of Conditional Admission. Edmonds has the non-exclusive right to issue to current or prospective Edmonds international students letters pre-approved by SU offering conditional admission to SU, a copy of which is attached to this Agreement as Exhibit A. Edmonds shall not modify or amend such offers (except to include the names and contact information of the students) without SU's express written approval.

3.3 Reporting of Offers of Conditional Admission. Edmonds shall send a timely written report to the Assistant Director of International Admissions listing the number of offers of conditional admission issued and providing the names and current contact information of the specific students who have received the offers.

3.4 Right to Suspend, Cap or Modify Offers of Conditional Admission. SU has the sole, exclusive right to suspend, cap or otherwise modify its offers of conditional admission.

3.5 Further Cooperation. The Parties agree to cooperate with one another in reviewing and modifying the terms of this Agreement if a change of law, program operation, or other circumstances make a review advisable or necessary.

3.6 Indemnification.

3.6.1 SU agrees to indemnify, defend and hold harmless Edmonds and its officers, trustees, employees, students and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the acts or omissions of SU, its officers, trustees, employees, students, and agents in the course of performance of this Agreement.

3.6.2 Edmonds agrees to indemnify, defend and hold harmless SU and its officers, trustees, employees, students, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the acts or omissions of Edmonds, its officers, trustees, employees, students or agents in the course of performance of this Agreement.

3.6.3 If both Edmonds and SU are determined to be negligent in any legal action, any damages allowed will be levied in proportion to the percentage of negligence attributable to each party.

3.7 Modification. Amendments or other modifications to the terms of this Agreement, or its exhibits, must be in writing and are not effective until signed by both Parties.

3.8 Relationship of the Parties. The relationship between the Parties is one of independent contractor and not one of partnership, joint venture, employment, or agency. Neither Party has the authority to enter into a contract or agreement to bind the other, and nothing in this Agreement makes either Party liable or responsible for any debt, liability or obligation of the other.

3.9 Governing Law. The validity, interpretation, construction, and performance of this Agreement is governed by, and interpreted in accordance with, the laws of the State of Washington. The venue of any legal action regarding this Agreement will be in King County in the State of Washington.

3.10 No Assignment. Neither Party has the power to assign this Agreement without the prior written consent of the other Party.

3.11 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and no other representation, whether oral or written, shall have any force or effect to modify this Agreement, except as otherwise provided herein

3.12 Non-waiver. A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right or any other right under this Agreement.

3.13 Notice. Under this Agreement, any written notice becomes effective when either hand-delivered to the Party to which the notice is directed, or when deposited in the United States mail, postage prepaid, return, receipt requested, and properly addressed to the Party. The proper address, unless designated by written notice to the other Party to this Agreement, is as follows:

for SU: Marilyn A. Crone
 Vice President for Enrollment Management
 Seattle University
 901 12th Avenue
 PO Box 222000
 Seattle, WA 981221090

Dana Brolley
Director of International Recruitment
901 12th Avenue
PO Box 222000
Seattle, WA 981221090

with copy to: Mary Petersen
 Vice President and University Counsel
 Seattle University
 901 12th Avenue
 PO Box 222000

Seattle, WA 981221090


for Edmonds: Charlie Crawford, Ph.D.
Executive Vice President for Instruction
Edmonds Community College www.edcc.edu
20000 68th Ave W, Lynnwood, WA 98036

Thalia R. Saplad
Director International Recruitment
Edmonds Community College www.edcc.edu
20000 68th Ave W, Lynnwood, WA 98036


4. TERM OF THE AGREEMENT:

This Agreement becomes effective as of the date of the last signature below, and will remain in effect until either Party requests termination in writing, providing at least ten (10) calendar days notice in advance of the desired termination date. This Agreement may be terminated at any time by mutual agreement of SU and Edmonds documented in writing.

EDMONDS COMMUNITY COLLEGE

By 
Title Executive VP for Instruction
Date 2/14/18

SEATTLE UNIVERSITY

By 
Title Vice Pres. for ENROLLMENT MANAGEMENT
Date 2/26/18