



WILLIAM WOODS
UNIVERSITY

WILLIAM WOODS UNIVERSITY AND THE CITY OF COLUMBIA
MEMORANDUM OF AGREEMENT

- I. Purpose:** The purpose of this Memorandum of Agreement (hereinafter “MOA”) between William Woods University (hereinafter “WWU”) and the City of Columbia (hereinafter “City”), (collectively referred to as the “Parties” or individually as “Party”) is to create a mutually beneficial relationship which offers a range of advantages to both Parties as well as to the wider community, and which helps both Parties to achieve their respective goals. This MOA describes the services provided by WWU and outlines the responsibilities of WWU and City and is entered into by the parties on the date of the last signatory below (hereinafter “Effective Date”).

For The City of Columbia, this may include attracting and retaining top talent, enhancing employee skills and productivity through training and education, enhancing employee benefits, as well as fostering innovation and growth.

For WWU, the partnership can help to expand educational opportunities for students, support innovation and relevancy in education, and provide increased enrollments and community collaboration. This partnership will strengthen WWU’s ties to the wider business community and support the City of Columbia leadership and workforce initiatives.

II. Partnership Profile:

William Woods University is a private, non-profit, coeducational institution of higher education, founded in 1870, that offers associate, bachelor’s, master’s and doctoral degrees. WWU is regionally accredited by the Higher Learning Commission. WWU includes a traditional, on-campus undergraduate program, located on its main campus in Fulton, Missouri, as well as William Woods Global, WWU’s online modality which offers undergraduate through doctoral programs in an online setting.

The City of Columbia offers small-town friendliness with big city features and a high quality of life for people of all ages and interests. Though the city was founded on education, its location also makes it an attractive spot for businesses and travelers. Located on Interstate 70 and U.S. Highway 63, Columbia is right in the middle of the state and the nation. Midway between St. Louis and Kansas City, Columbia is Boone County’s largest population center and has received numerous national awards and recognitions. Columbia is the county seat of Boone County and home to the University of Missouri. Founded in 1821, it is the principal city of the five-county Columbia metropolitan area. It is Missouri’s fourth most



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populous city with an estimated 128,555 residents in 2022. The City of Columbia employs more than 1000 employees.

III. Term and Termination: This MOA will commence on the Effective Date and extend for a term of three (3) years (“Initial Term”) unless terminated as provided herein. . The parties may mutually agree to extend the MOA for additional one (1) year terms (each an “Additional Term”), which notice must be given 90 days prior to the termination of the three-year term. Either Party may terminate this Agreement at any time for any reason by giving the other Party a sixty (60)days written notice of the termination, pursuant to Section VII.C. Any individual enrolled in a WWU course as of the termination date will be permitted to continue such course for the remainder of the academic year (July 1 to June 30 covering Fall, Spring, and Summer semesters). Upon termination of this Agreement, the Parties shall have no further obligations to each other. Both the City of Columbia and William Woods University recognize that a strong partnership is mutually beneficial to both entities. Accordingly, this MOA shall not prohibit the City of Columbia and Columbia College from engaging in additional cooperative endeavors of mutual benefit.

IV. WWU Commitments:

- A. Educational and Tuition Benefits: WWU will provide enhanced educational benefits to The City of Columbia employees and their families. These benefits become available once the memorandum is signed by all parties. Scholarship is not retroactive.
1. Employees and their families will receive a tuition discount equaling 20% of the standard tuition for all online programs through our online campus, Woods Global. This includes certificates and undergraduate through doctoral programs.
 2. Employees or their immediate family members wishing to attend the traditional undergraduate campus in Fulton, Missouri will receive a scholarship equal to 65% of the standard tuition for residential or commuter enrollment. This scholarship may be utilized in addition to any other scholarships which the student may qualify for, such as those for legacy, honors, hometown, or athletics, up to 75% of tuition.
 3. WWU staff will provide educational assessment, advising, and support for employees and immediate families. WWU will provide advising via face to face, telephone, or virtual meetings.



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4. WWU will assess training provided by the City of Columbia for possible credit hour awards and/or make recommendations regarding City of Columbia existing training programs, if so desired.
 5. The educational and tuition benefits set forth in this Agreement will be provided during the Term of this Agreement, and only during such time that an employee is employed by The City of Columbia. If the Agreement is terminated or expires, or if an employee's employment with The City of Columbia ends, then these benefits will remain in place for the duration of the academic year during which the Agreement or employment ends and will terminate immediately upon the end of the academic year.
- B. Training Opportunities: WWU will provide training opportunities for The City of Columbia.
1. WWU will provide at no cost to The City of Columbia a selection of short training topics provided through a four-hour block of training, workshop, or professional development to be used as desired to assist employees in developing new skills or advancing in their careers. Training topics may include, but are not limited to: Organizational Leadership, Management, Coaching, Diversity, Equity and Inclusion, and more. Training may be conducted in person or virtually at WWU's and The City of Columbia's discretion. WWU and The City of Columbia will coordinate a mutually agreeable schedule for such training.
 2. WWU may provide specialized training to The City of Columbia upon request. Terms and arrangements for any specialized or customized training for The City of Columbia will be set forth in a separate agreement.
- C. Campus Opportunities: WWU will provide opportunities for The City of Columbia to visit campus and interact with the WWU community and use WWU facilities.
1. WWU will invite The City of Columbia to campus for exclusive access activities to interact with students and faculty. This may include career opportunity discussions, internship opportunities, classroom speaking opportunities, hiring opportunities, problem solving, consulting activities and more.



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2. WWU will coordinate opportunities for The City of Columbia to use facilities on WWU's campus at a reduced agreed upon rate.
3. The City of Columbia will have early access to partnership sponsorship opportunities at William Woods University through our Corporate Champions program.

V. The City of Columbia Commitments:

- A. Partner Communications: The City of Columbia will agree to share partnership discount information with all The City of Columbia employees. where the benefits of partnership are further explained, as provided in Section V.B.3.
- B. Promotion of WWU Programs:
 1. WWU representatives will be available to meet with employees to review and discuss appropriate degree programs through meetings, lunch and learns etc. as desired.
 2. WWU will provide email templates, marketing brochures, infographics, program brochures and educational materials for employees for use by The City of Columbia.
 3. Provide information about The City of Columbia partnership with WWU and information about the benefits available to employees and their families on The City of Columbia website or employee intranet if available.
- C. The City of Columbia will consider participating in WWU's Faculty in Residence and other collaborative opportunities for management teams to engage, connect, and interact with the WWU campus, faculty, staff and students.

VI. Other Terms and Conditions:

- A. Intellectual Property Rights:
 1. The Parties maintain all their intellectual property or proprietary rights, including but not limited to inventions, patents, trade secrets, copyrights



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(including unpublished copyrightable material), and trademarks, in their names, logos, emblems, mascots, or other indicia.

2. WWU shall grant The City of Columbia a non-exclusive license for the Term of this Agreement to use WWU's name, logos, emblems, mascots, or other indicia, in joint promotional materials and on The City of Columbia website, subject to WWU's prior approval.
3. The City of Columbia will grant WWU a non-exclusive license for the Term of this Agreement to use The City of Columbia name, logos, emblems, mascots, or other indicia, in joint promotional materials and on WWU's website, subject to The City of Columbia prior approval.
4. WWU maintains all intellectual property or proprietary rights, to any training materials or resources provided to The City of Columbia under this Agreement. The City of Columbia may not re-use or distribute any such materials internally to employees of The City of Columbia or externally to any third party without the express written agreement of WWU.

B. Trade Secrets and Confidential Information:

1. "Confidential Information" includes but is not limited to any information not generally available to the public, any information identified in writing or orally as being confidential and proprietary, all membership, affiliate, and customer lists, software, data, usage statistics, marketing plans, financial plans or other financial information, documentation of either organization's programs, designs, pricing policies, business structure, business practices, proposals, and plans, all intellectual property or proprietary rights, as defined in Section VII.A.1., and any other information deemed to be confidential and proprietary. The Parties understand this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified or treated as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. The Parties acknowledge some of the Confidential Information may constitute Trade Secrets under any applicable state or federal statute.



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2. “Trade Secrets” means information, ideas, documents, created by either Party, including but not limited to: the whole or any portion or phase of any technical or commercial information; any design, formula, pattern, device, combination of devices, compilation of information, program, data, method, technique, or process that is for use, or is used, in the operation of either Party’s business; customer lists, patient lists, facility lists, customer leads, internal customer lists, customer financial information, contracts and contractual arrangements, business relationships, and strategic alliances; pricing information or methodology, and cost structure; business development plans or activities, business resources, corporate strategy, and the Parties’ non-public financial information. The Parties understand this list is not exhaustive. “Trade Secrets” also includes any other form of information that is protectable as a trade secret pursuant to the Missouri Uniform Trade Secrets Act, Mo. Rev. Stat. § 417.450 et seq., and the federal Defend Trade Secrets Act, 18 U.S.C. §1836 et seq., as either may be amended from time to time, or any similar law in effect from time to time in any other state or jurisdiction in which the Parties do business.
3. Exceptions. Confidential Information and Trade Secrets shall not include: (i) information which is or becomes generally available to the public other than as a result of a disclosure by either Party; (ii) information which can be shown to have been within a Party’s possession prior to this Agreement and wherein the source of such information was under no obligation to maintain the confidentiality of such information; or (iii) information which a Party can show became available to the Party on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement, or other contractual, legal or fiduciary obligation of confidential, with the other Party, or (iv) record held by City which are subject to disclosure under Missouri Sunshine Law.
4. Non-Disclosure of Confidential Information and Trade Secrets. The Parties acknowledge the Confidential Information and Trade Secrets of each Party are the property of that Party. The Parties agree that during the Term of this Agreement, each Party will be required to hold in strict confidence the Confidential Information and Trade Secrets of the other Party. Parties must not disclose or use any such Confidential Information or Trade Secrets for their own purposes or for the purposes of any other person or entity, except as specifically permitted pursuant to the terms of



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this Agreement or to the Parties' agents who may need to have such Confidential Information or Trade Secrets for bona fide purposes. Each Party must use the same degree of care to protect the other Party's Confidential Information and Trade Secrets that it uses to protect its own Confidential Information and Trade Secrets, but no less than a reasonable degree of care. Notwithstanding the above, Parties will be permitted to disclose Confidential Information and Trade Secrets to the extent required by a valid order created by a court or government agency, validly issued subpoena and/or discovery requests, and/or state or federal law, provided that the disclosing Party provides, to the extent lawful, prior written notice to the other Party of such obligation and the opportunity to oppose such disclosure. Notwithstanding anything herein to the contrary, the Parties shall not be obligated to withhold Confidential Information or Trade Secrets beyond the time ordered by a court of law or government agency or any other applicable law.

- C. Limitation on Liability: Neither Party, nor its employees, officers or volunteers, shall be liable for any incidental nor consequential damages arising from this Agreement.
- D. Non-Exclusivity: This Agreement does not imply exclusivity to either Party involved. Nothing contained herein prohibits or restricts either Party from partnering with other organizations or companies.
- E. Compliance with the Law: The Parties will comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the student confidentiality obligations set forth under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232, ("FERPA").
- F. No Agency or Employment Relationship: WWU and The City of Columbia are independent legal entities. Nothing contained in this Agreement shall create or be construed as creating an agency or employment relationship between WWU and The City of Columbia, and neither Party has the authority or power to bind the other Party, or attempt to bind the other Party, in any respect, represent to any third party that it may enter into binding obligations on the other Party's behalf, or contract in the name of the other Party.
- G. Choice of Law: This Agreement is governed by and constructed in accordance with the laws of the State of Missouri, without regard to any conflict of laws provision.



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- H. Severability: If any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- I. Entire Agreement: This Agreement represents the full and final agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof.
- J. Amendment: No amendments, changes, or modifications of this Agreement shall be valid unless the same are in writing and signed by both Parties.
- K. No Waiver: No waiver of any provisions of this Agreement shall be valid unless in writing and signed by both Parties.
- L. No Assignment: This Agreement and the rights and benefits hereunder may not be assigned, whether by operation of law or otherwise, by either Party without the prior written consent of the other Party, which will not be unreasonably withheld.
- M. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



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Having read and understood the details of this Agreement, the Parties below agree to the terms outlined in this document.

Signed and agreed to:

Ted Blashak, University Provost
William Woods University

Date: _____

Kathy Groves

Kathy Groves
Vice President Strategic Partnerships
And Workforce Development

Date: 6/18/2024

De'Carlton Seewood, City Manager
City of Columbia

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor