



**Consortium and Affiliation Agreement
Between Experience Institute – Nashville, LLC (CMC)
and _____ College/University**

This **Consortium Agreement** is hereby made and entered into by and between **Experience Institute Nashville, LLC (the Contemporary Music Center)**, hereinafter referred to as CMC, and _____ **University**, hereinafter referred to as _____ (each a “Party” and together the “Parties”).

Whereas, Experience Institute Nashville, LLC has acquired the CMC from the Council of Christian Colleges and Universities;

Whereas, CMC continues to function as a faith-based off-campus study program that provides accredited undergraduate-level classes; and

Whereas, the classes provided by CMC are accredited by Greenville University.

A. PURPOSE:

The purpose of this agreement is to make clear the roles and responsibilities of both Parties, namely CMC and _____, with regard to the CMC’s off-campus study program and _____’s interest in utilizing this program at its discretion as a means to expand its academic, professional and experiential program offerings to _____ students.

B. CMC SHALL:

1. Notify _____ of CMC board approved program fees in February prior the upcoming academic year.
2. Determine final approval or rejection of _____ students.
3. Provide full housing and board where documented in the annual fee disclosure letter.
4. Provide classroom facilities.
5. Provide syllabi, course content and course instruction for all courses.
6. Coordinate all travel and logistics for program sponsored student activities.
7. Be the responsible party for student safety and risk management.
8. Notify _____ students of the published academic, behavioral, and community covenant policies during their semester. Students who violate these policies may be subject to expulsion from the program. All such decisions by CMC will be made in direct consultation with the administration from _____.
_____ students who violate CMC policies may also be subject to disciplinary action under _____’s policies and procedures.

9. Certify enrollment and participation in CMC programs and be responsible for grading all of the students' submitted work and submitting final grade reports and transcripts to _____ at the conclusion of the program. All such grade reports and transcripts shall be issued subject to the accreditation of Greenville University.
10. Send a billing statement for each student to the appropriate office and invoice receivers at _____ University.
11. Notify _____ of student withdrawals from the program before or during the course of the program. All refunds shall be made in accordance with the refund policy published on the CMC's website at the time of withdrawal and all refunds are subject to Title IV regulation.
 - a. Notifications must be in writing or by email. Depending on the date of notification, the following withdrawal/refund policies will be followed.
 - b. **Refundable** fees include any fees paid by or on behalf of the student to the Contemporary Music Center (CMC), but excluding fees paid for:
 - (1) **tangible** goods kept by the student or
 - (2) **services** provided in full to the student.
 - c. Upon decision to withdraw from the Entertainment Industry Studies program, The Contemporary Music Center requests written notification from the student. Once The Contemporary Music Center determines that the student has withdrawn or the student has been dismissed, the institution will calculate the last date of attendance and issue the student a refund, when required.
 - i. If a student withdraws from The Contemporary Music Center on or before the first day of classes, or never begins classes, the refund will equal the sum of all refundable fees paid and, if the student has institutional loans, forgiveness of the amounts owed by the student for the period of enrollment for which the student was charged, less an administrative fee of one hundred dollars (\$100.00);
 - ii. A student who withdraws at any time is entitled to a full refund of any fee, regardless of whether the fee is included in tuition, paid to the institution for tangible goods or services not delivered to or fully provided to the student;
 - iii. If after classes have started and before expiration of ten percent (10%) of the period of enrollment for which the student was charged, a student withdraws, drops out, is expelled, or otherwise does not attend classes, the refund will equal seventy-five percent (75%) of all refundable fees paid and, if the student has institutional loans, forgiveness of the loan amount in excess of the twenty-five percent (25%) the student owes the institution, less administrative fee of one hundred dollars (\$100.00);
 - iv. If after expiration of ten percent (10%) of the period of enrollment for which the student was charged, and before expiration of twenty-five percent (25%) of the period, a student withdraws, drops out, is expelled, or otherwise does not attend classes, the refund will equal twenty-five percent (25%) of all refundable fees paid and, if the student has institutional loans, forgiveness of the loan amount in excess of the seventy-five percent (75%) the student owes the institution, less administrative fee of one hundred dollars (\$100.00); or
 - v. If after expiration of twenty-five percent (25%) of the period of enrollment for which the student was charged, a student withdraws, drops out, is expelled, or otherwise does not attend classes, the student may be considered obligated for one hundred percent (100%) of the tuition and other fees charged by the institution.
 - vi. For a student who cannot complete one or more classes because the institution discontinued such a class during a period of enrollment for which the student was charged, the institution will refund the sum of all

refundable fees paid and, if the student has institutional loans, forgive the amounts owed by the student.

When calculating refunds pursuant to the default refund policy, the last day of a student's attendance will be one of the following:

- (a) The date on the expulsion notice if the student is expelled from the institution;
- (b) The date the institution receives a written notice of withdrawal from a student;
- (c) When no written notice of withdrawal is given, the institution will use the last day of the student's attendance as the date of withdrawal; or
- (d) The date the student fails to return from an approved leave of absence.

The Contemporary Music Center has a fair and equitable refund policy which governs the repayment of institution charges assessed a student when:

The student does not start classes for the period of enrollment for which he or she was charged; or The student withdraws, drops out, is expelled from the institution, or otherwise does not complete the period of enrollment for which he or she was charged.

C. _____ SHALL:

- 1. Ensure that students who participate in a semester at the CMC continue to be fully enrolled undergraduates of _____ during the time of their off-campus study.
- 2. Screen applicants and request that students complete CMCs online application available at www.cmcnashville.com. Applications must be completed by published deadlines.
- 3. Sign the CMCs *Certification Form* per applied student prior to said student being accepted.
- 4. Enjoy the same opportunities as other consortium institutions to participate in site visits, and other mutually beneficial activities as such opportunities arise.
- 5. Be responsible for the payment of all fees and charges imposed by the CMC as published in the CMCs fee disclosure letter on or before the billing due date.
- 6. Be responsible for billing _____ students directly and determining the appropriate fee structure (including financial aid awards) and withdrawal policies.
- 7. Be responsible (as a Title IV Eligible Institution) for determining eligibility and disbursement of financial aid.
- 8. Be responsible for processing CMC's course credits as provided through a Greenville University/Experience Institute (CMC) transcript.

D. INDEMNIFICATION:

To the fullest extent permitted by law, CMC shall defend, indemnify, protect, save and hold harmless _____, its officers, directors, regents, employees, affiliates, and agents from and against any and all claims, allegations, liability, loss, cost or expense, and any settlement paid, arising directly from the gross negligence or intentional misconduct of CMC (including its directors, officers, and employees) in the conduct of the CMC Program, or from any default in the performance of any obligation on CMC's part to be performed under this Agreement. The indemnity obligations of CMC include, without limitation, CMC's obligation to indemnify _____ for all attorney's fees and costs incurred by _____ in connection with the enforcement of the provisions contained in this paragraph.

To the fullest extent permitted by law, _____ shall defend, indemnify, protect, save and hold harmless CMC, its officers, directors, regents, employees, affiliates, and agents from and against any and all claims, allegations, liability, loss, cost or expense, and any settlement paid, arising directly from the gross negligence or intentional misconduct of _____ (including its directors, officers, and employees) in connection with the CMC program, or from any default in the performance of any obligation on _____'s part to be performed under this Agreement. The indemnity obligations of _____ include, without limitation, _____'s obligation to indemnify CMC for all attorney's fees and costs incurred by CMC in connection with the enforcement of the provisions contained in this paragraph.

E. LIABILITY INSURANCE:

Without limiting CMC's indemnification, CMC covenants and agrees to obtain and maintain during the term of this Agreement, at CMC's expense, all of the following insurance, which shall be primary to and not contributory with any insurance or self-insurance maintained by _____:

- A. Commercial General Liability Insurance which includes usual and customary coverage for bodily injury (including mental injury/emotional distress), property damage, personal injury, independent contractors, and contractual liability, with a minimum combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. Such insurance shall provide for the waiver of subrogation against _____ and any of its affiliated persons or entities. (For the purposes of all parts of this Agreement, "person" refers to natural persons and legal entities of whatever form.) Such Insurance shall include coverage for participants in the CMC program, and shall not contain any limitations/exclusions specifically with respect to coverage for participants or for sexual abuse, harassment or molestation (except for sub-limits of liability that do not reduce the amount of coverage for sexual abuse, harassment or molestation only below \$1,000,000.) The certificate of insurance and original additional insured endorsement must specifically refer to this Agreement.
- B. Business Auto Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including all owned, non-owned and hire autos.
- C. Worker's Compensation and Employer's Liability Insurance for not less than \$1,000,000 each accident.

F. AGREEMENT:

I recognize that my signature constitutes an agreement to enter into this Consortium Agreement.

Authorized signatory for The Experience Institute Nashville, LLC. (CMC):

By: _____ Date: _____

Designation: _____

Authorized signatory for _____ University:

By: _____ Date: _____

Designation: _____