

MEMORANDUM OF AGREEMENT

UMB CURE Scholars Program and Baltimore City Community College

THIS MEMORANDUM OF AGREEMENT ("MOA") is made as of this __ day of July, 2017, by and between the UNIVERSITY OF MARYLAND, BALTIMORE ("UMB"), a public university that is part of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland, acting through the UMB CURE Scholars Program ("UMB CURE Program"), and BALTIMORE CITY COMMUNITY COLLEGE ("BCCC").

WHEREAS, the UMB CURE Scholars Program's mission is to identify promising students in West Baltimore at the middle school level and prepare them for healthcare and research career opportunities.

WHEREAS, BCCC leases certain space on the second floor of the building located at 801 West Baltimore Street, Baltimore, Maryland (the "**BCCC Life Sciences Institute**").

NOW THEREFORE, BCCC desires to provide certain classrooms at the BCCC Life Sciences Institute for use by UMB CURE Program and thus, the parties agree to the following:

A. SPACE

BCCC agrees to provide three (3) classrooms (as set forth in more detail below) in its BCCC Life Sciences Institute (the "**Classrooms**") for use by the UMB CURE Program from September 15, 2017 - June 1, 2018. The UMB CURE Program afterschool session timeline is attached to this MOA at **Attachment 1**. The Classrooms are as follows:

- (1) Classroom 203(lab) - with 24 seats with 2 additional seats against the wall facing the window
- (2) Classroom 205(lab) - with 24 seats with 3 additional seats against the wall facing the window
- (3) Classroom 231 - with 40 seats and storage capacity

N.B. In event of any of the above rooms being assigned to credit classes any time during the period of this MOA; an alternate room / lab with similar seating capacity will be provided for the aforementioned activities on the stated days and times.

B. TERM

The term of this MOA shall begin on August 1, 2017 and end June 1, 2018, unless modified in writing and signed by the parties (the "**Term**").

The parties may renew this agreement for additional terms upon written agreement of the parties within sixty (60) days prior to the expiration of this MOA.

B. RESPONSIBILITIES OF THE PARTIES

1. UMB CURE Program will:
 - A. Setup the Classrooms for afterschool programming beginning in September 2017.
 - B. Ensure that the Classrooms are in a clean and neat condition at the end of each afterschool session.
 - C. Ensure BCCC rules and regulations are followed by the UMB CURE Program Scholars and representatives.
 - D. Provide supervision of scholar participants with one Baltimore City Public School teacher liaison and at least one lead mentor per classroom.
 - E. Conduct afterschool program from 3:00 p.m.- 5:30 p.m. on Tuesdays and Thursdays for the 2017-2018 academic year from September 15, 2017 to May 31, 2018.
 - F. Provide academic enrichment related to STEM programming to Baltimore City public school middle school participants in the UMB CURE Program.
 - G. Ensure UMB CURE Program mentors have both a state and federal background check with fingerprinting report on file, in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code, with both the UMB CURE Program and Baltimore City Public School System before mentoring can occur.
 - H. Work closely with BCCC representatives to ensure open communication pertaining to this MOA partnership.
2. BCCC will:
 - A. Provide the UMB CURE Program with swipe key access to Classrooms for the UMB CURE Program scholars during the 2017-2018 academic year beginning September 15, 2017 through May 31, 2018 from 2:00 p.m.- 6:00 p.m.
 - B. Provide swipe key access to three members of the UMB CURE leadership team.
 - C. Permit UMB CURE Program leadership team and lead mentors access and use of the Lab Prep space in Classroom 204.
 - D. Provide secure storage space in Classroom 204 for experiment and robotic supplies.
 - E. Permit UMB to bring two storage units into classroom 231 for the duration of this agreement.
 - F. Work closely with UMB CURE Scholars Program leadership to ensure the success of the Program and the arrangement contemplated by this MOA.

C. APPLICABLE LAW

This MOA shall be construed according to Maryland law and subject to the jurisdiction of its courts.

D. COMPLIANCE WITH LAWS

Both parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable to the services to be rendered under this MOA. Any violation of these

laws, statutes, ordinances, rules or regulations constitutes a breach of this MOA and entitled the non-breaching party to terminate this MOA immediately upon delivery of written notice of termination to the breaching party.

E. TERMINATION FOR CONVENIENCE

Either party may terminate this MOA by giving to the other party written notification thereof at least ten (10) days prior to termination.

F. ENTIRE AGREEMENT

This MOA consists of this Agreement, attachments and any documents issued prior to execution listed in this Agreement, and amendments issued after execution of this Agreement. The MOA constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

G INTERPRETATION

This MOA shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOA is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOA. When interpreting the MOA, the terms of this Agreement shall be controlling unless, specifically changed by an amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOA.

H. SEVERABILITY

Each provision of this MOA shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provision of the MOA, which shall remain in full force and effect.

I. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the terms of this Agreement must be by a written Amendment, signed and approved by all parties.

J. ASSIGNMENT

This MOA shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOA without the express written consent of the other party.

K. COUNTERPARTS AND SIGNATURES

This MOA may be executed, including by facsimile signature or as a PDF document, in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

L. NOTICE

Communications for the purposes of submission of documentation required by this Agreement shall be between the following:

Baltimore City Community College
Gordon F. May, PhD - President / CEO
2901 Liberty Heights Avenue
Harper Hall, Suite 204, Baltimore, MD 21215
410-462-8054
gfmay@bccc.edu

UMB CURE Scholars Program
Dr. Robin Saunders
Executive Director
220 North Arch Street, 14th Floor
Baltimore, MD 21201
410-706-2361
rsaunders@umaryland.edu

BCCC Contact:

Dr. A. Malaki - Associate Dean
Natural and Physical Sciences Department
Life Science Bldg. Rm 308
2901 Liberty Heights Ave. Baltimore, MD 21215
410-462 7652 / amalaki@bccc.edu

IN WITNESS WHEREOF, the Parties have executed this MOA by their respective duly authorized representatives.

For University of Maryland, Baltimore:

Dr. Robin Saunders

Name

Signature

Date

Executive Director, UMB CURE Program
Title

For Baltimore City Community College:

Gordon F. May, PhD

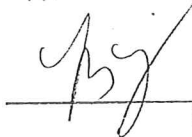
Name

Signature

Date

President / CEO
Title

Approved for Form & Legal Sufficiency



Signature

ATTACHMENT 1 AFTERSCHOOL SESSION TIMELINE

- September 15, 2017 – UMB CURE Leadership Secures Swipe Key Access from BCCC to Prepare BCCC Classrooms/Labs for Opening Session
- October 14, 2017 – Opening Ceremony for Third Cohort of UMB CURE Scholars at UMB's School of Nursing
- October 16, 2017 - UMB CURE Scholars Program Tuesday/Thursday Component Begins
- December 9, 2017 – UMB CURE Scholars Program End of Semester Ceremony
- January 15, 2018 – UMB CURE Scholars Program Tuesday/Thursday Component Resumes
- May 10, 2018 – End of Year Closing Ceremony at UMB's School of Pharmacy
- June 1, 2018 – UMB CURE Leadership Returns Swipe Key Access Cards to BCCC Representatives