



**PROGRAM AGREEMENT BETWEEN
LAMAR UNIVERSITY
AND
THE AMERICAN ASSOCIATION OF PORT AUTHORITIES**

WHEREAS, Lamar University, a public institution of higher education and component of the Texas State University System, 4400 MLK Blvd., Beaumont, Texas 77710 ("LU"), and The American Association of Port Authorities, located at 1010 Duke Street, Alexandria, VA 22314 ("AAPA") have previously executed a Memorandum of Understanding effective on June 20, 2016; and

WHEREAS, LU and AAPA desire to implement the provisions of such Memorandum of Understanding by providing a mutually beneficial educational and professional development relationship for the benefit of students and port professionals.

NOW THEREFORE, subject to the terms, conditions, and provisions of such Memorandum of Understanding, LU and AAPA ("Parties") agree as follows:

1. **PROGRAM.** AAPA has designed a professional development program entitled the Professional Port Manager ("PPM®") Certification based on a well-established and regarded industry training framework that provides port professionals with a professional certification documenting their successful completion of the designated training program. By virtue of the Memorandum of Understanding dated June 20, 2016, between LU and AAPA, LU agrees to provide a pathway for those who have completed the PPM® Certification to enhance their formal education and strengthen their professional capabilities and management potential. LU will enable the provision of graduate credits to count toward select graduate degree programs in or related to port and marine terminal management for those qualified candidates who successfully complete the AAPA PPM® Certification. These together constitute the ("Program").
 - a. The Program will be reviewed periodically by the AAPA and LU and, when appropriate, will be revised to meet the AAPA curriculum requirements, University curriculum requirements and the standards of the accrediting entity.
 - b. All aspects of the AAPA PPM® Certification program will be under the direct supervision of AAPA and the AAPA Curriculum Committee.
 - c. All aspects of the educational experience for students in graduate courses at LU will be under the direct supervision of Lamar University personnel.
2. **UNIVERSITY'S OBLIGATIONS.**
 - a. University will offer up to six (6) hours of graduate course credit to individuals who successfully complete the AAPA PPM® Certification Program, provided that:
 - Eligible participants must have successfully completed and been awarded the PPM® Certification by AAPA.
 - University will assess each applicant a transcription fee for credit hours awarded.
 - Consistent with the principles of university accreditation, the granting of graduate course credits is subject to a portfolio evaluation by a Lamar University faculty member.
 - LU will assess each applicant a portfolio evaluation fee for portfolio evaluation.
 - PPM Certification recipients are eligible to receive graduate course credits for a period of up to ten years beyond their PPM® award unless otherwise exempted by LU.

- b. LU shall publicize the Program. Such publicity shall include:
- Web links and information regarding the AAPA PPM® Certification program on LU's website.
 - Jointly announcing the agreement formally at the 2016 AAPA Annual Convention in New Orleans.
 - Jointly authoring and issuing a press release announcing the agreement concurrent with the 2016 AAPA Annual Convention in New Orleans.
- c. LU will ensure that all students selected for participation in the Program have satisfactorily completed all portions of LU's curriculum, which are prerequisites for credit provisions, as defined in the Program, or otherwise demonstrated competence in those prerequisites to LU's satisfaction.
- d. LU will develop criteria for the evaluation of the performance of students participating in the Program and provide those criteria, with appropriate reporting forms, to AAPA personnel and LU personnel, to the extent allowed by the Family Educational Rights and Privacy Act (FERPA) and state privacy laws.
- e. LU will have sole control and authority over the academic aspects of the Program.
- f. Provide information requested by AAPA related to students participating in the Program unless prohibited by federal or state law.

3. AAPA OBLIGATIONS.

- a. AAPA shall publicize and promote the Program to its members and PPM® Certification recipients. Such publicity and promotion shall include:
- Description of (and web link to) the Lamar University Center for Port and Marine Terminal Management on the AAPA website along with notice of the availability of Lamar University graduate course credits for PPM® recipients.
 - Communicating the availability of credits to individuals receiving the PPM® certification.
 - Jointly announcing the agreement formally at the 2016 AAPA Annual Convention in New Orleans.
 - Jointly issuing a press release announcing the agreement concurrent with the AAPA Annual Convention.
- b. AAPA will notify LU regarding any significant change in curriculum or assessment of the AAPA PPM® program.
- c. AAPA assumes sole responsibility for setting the curriculum for the PPM® and delivering the PPM® certification.
- d. AAPA will allow representatives of the accrediting entity for the school or division of LU in which students participating in the Program are enrolled to have reasonable access to the PPM® curriculum for purposes related to the Program and as necessary to fulfill the obligations under this Agreement.

4. GENERAL PROVISIONS.

- a. The Parties agree to designate a person to act as a liaison for transactional activities between the Parties, marketing, and other day-to-day communication. The Parties will share information necessary to evaluate the Program's success, to the extent permitted by federal and state law.
- b. Each Party agrees to hold all collected and shared information as confidential, to the extent permitted by law and subject to the Texas Public Information Act. Any breach of confidentiality will be reported immediately to Parties.
- c. Each Party grants the other Party a non-exclusive, non-transferrable, non-sublicenseable license to use the other Party's name, logos, and trademarks solely for the purpose of marketing and to otherwise support and service the Program during the term of this agreement. Neither Party has any right, title or interest in the other Party's name, logos and trademarks. Any and all use of either Party's name, logos or trademarks shall be with prior written approval to include a sample of the intended use, which said approval shall not be unreasonably withheld.
- d. Each Party will own and retain ownership and all intellectual property rights in the material they contribute. Intellectual property specifically developed by the University will remain the property of LU for its exclusive use. Subject to the above, any right, title and interest in any intellectual property arising from this Agreement or the activities undertaken herein shall be jointly owned by LU and AAPA, unless otherwise agreed to in writing.

- e. LU and AAPA will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- f. The Program and all related activities under this agreement will be rendered without regard to race, color, national origin, ancestry, pregnancy, breastfeeding status or related medical condition, religion, religious dress practice, religious grooming practice, age, military or veteran status, physical or mental disability, medical condition, genetic information, sex, marital status, sexual orientation, gender, gender expression, gender identity, or because of a person's relationship or association with members of a protected group or associations with organizations established for the preservation of rights protected under the law, or for any other reason prohibited by law or regulation and not related to the subject of the agreement. In their execution of this agreement, all contractors, subcontractors, their respective employees and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- g. AAPA agrees to and shall indemnify LU, the Texas State University System, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any and all claims, demands, causes of action, liabilities, costs, damages, expenses, costs of judgment and attorneys' fees asserted or adjudged against or incurred by LU as a result of this Agreement, and any and all actions, claims, demands and costs of judgment that may be made, commenced, instituted or awarded against LU by reason of personal injury (including death) or damage to property of any third person, including negligence in the performance its obligations under this Agreement arising directly or indirectly, in contract or tort, out of the acts or omissions of its employees, directors, officers, subcontractors or agents. AAPA shall promptly notify the LU of any actions, claims, demands or costs which may be sought against the LU and AAPA shall cooperate with LU and permit the LU to conduct and direct the defense and disposition of demands, actions, claims or costs.
- h. To the extent authorized by the Constitution and laws of the State of Texas, LU agrees to and shall indemnify AAPA, its affiliates, officers, directors, employees and agents against and hold the same harmless from any and all claims, demands, causes of action, liabilities, costs, damages, expenses, costs of judgment and attorneys' fees asserted or adjudged against or incurred by AAPA as a result of this Agreement, and any and all actions, claims, demands and costs of judgment that may be made, commenced, instituted or awarded against AAPA by reason of personal injury (including death) or damage to property of any third person, including negligence in the performance its obligations under this Agreement arising directly or indirectly, in contract or tort, out of the acts or omissions of its employees, directors or officers. LU shall promptly notify the AAPA of any actions, claims, demands or costs which may be sought against the AAPA and LU shall cooperate with AAPA on such demands, actions, claims or costs. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by LU of its constitutional, statutory or common law rights, privileges, immunities or defenses.
- i. Neither Party's students nor personnel shall be considered employees, agents, borrowed servants, partners, or joint ventures of the other Party. Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Party will assume any liability under any law relating to Workers' Compensation for the other Party's employees or students performing under this Agreement. Nothing in this Agreement is to be construed as transferring responsibility from on Party to another.
- j. Notices: Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

LAMAR UNIVERSITY

Erik Stromberg
Executive Director, Center for Port Management
Lamar University
4400 MLK Boulevard
Beaumont, Texas 77710
Email: rstromberg@lamar.edu

AAPA

Kurt Nagle
President and CEO
American Association of Port Authorities
1010 Duke Street
Alexandria, VA 22314
Email: knagle@aapa-ports.org

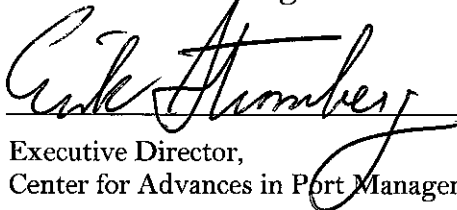
- k. The Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Texas agree to the jurisdiction of the State of Texas, with venue in Jefferson County, Texas. Both parties will deal with each other in good faith, and will attempt to the best of their abilities to resolve any problems that should arise. In the event such a dispute cannot be resolved, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve the dispute.
- l. The Program shall begin on the Effective Date and continue for a five-year term unless sooner terminated as outlined in this section. This Agreement may be renewed for one or more additional two (2) year terms upon mutual agreement of the Parties. This Agreement may be terminated at any time by written agreement of the Parties. University or AAPA may terminate this Agreement for convenience by giving sixty (60) days written notice to the other Party. Upon termination or expiration of this agreement, students who are currently enrolled will be permitted to complete the course under the conditions of this Agreement.
- m. This Program Agreement and the Memorandum of Understanding constitute the entire agreements between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each Party.
- n. Authority. The person signing below on behalf of University and AAPA warrants that he/she has the authority to execute this agreement according to its terms.

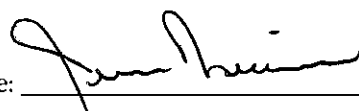
LAMAR UNIVERSITY:

AAPA:

Printed Name: Erik Stromberg


Printed Name: Jim Quinn

Signature: 
 Title: Executive Director,
 Center for Advances in Port Management

Signature: 
 Title: Chairman of the Board, American
 Association of Port Authorities

Printed Name: Srinivas Palanki

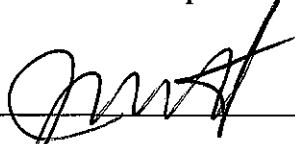
Printed Name: Kurt Nagle

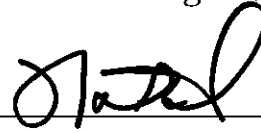
Signature: 
 Title: Dean, College of Engineering

Signature: 
 Title: AAPA President & CEO

Printed Name: James Marquart

Printed Name: Noel Hacegaba, Ph.D., PPM®

Signature: 
 Title: Provost

Signature: 
 Title: Chairman, AAPA Curriculum Committee