



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)
UNIVERSITY PASS PROGRAM AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2016, by the Washington Metropolitan Area Transit Authority, a municipal corporation (hereinafter referred to as "WMATA") and _____ school information _____ (hereinafter referred to as "School") acting by and through its authorized agent:

WHEREAS, WMATA provides public transportation across the Washington D.C, Maryland and Virginia region; and

WHEREAS, WMATA and the School share the desire to provide a transportation program that will provide low cost transportation to students, stimulate new transit ridership, reduce the demand for on-campus parking, reduce pollution, and increase access to the region; and

WHEREAS, to address these needs, WMATA's Board of Directors authorized a University Pass Pilot Program on March 24, 2016 ("WMATA University Pass Program"), providing unlimited rides on WMATA buses and trains to eligible full-time students; and

WHEREAS, the WMATA University Pass Pilot Program is available to accredited, post-secondary, degree granting schools within WMATA's service area; and

WHEREAS, WMATA and the School desire to demonstrate the viability of the WMATA University Pass Pilot Program during the 2016-2017 school year, as defined by the School's 2016-2017 academic calendar a copy of which is hereby attached and incorporated as Exhibit B; and

WHEREAS, the University Pass will allow all Eligible full-time students who attend the School to take unlimited rides on WMATA buses and trains as specified herein throughout the duration of an academic term; and

WHEREAS, WMATA and the School will conduct student surveys, assess travel patterns, and determine market feasibility and regional program expansion as mutually agreed to by both parties; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, WMATA and the School agree as follows:

I. DEFINITIONS

- A. "WMATA" means the Washington Metropolitan Area Transit Authority.
- B. "Eligible full-time student" shall be a full-time student as defined in subsection 1.C. hereof who is not paratransit eligible.
- C. "Fall Semester 2016" shall be defined pursuant to the School's 2016-2017 academic calendar.
- D. "Full-time student" shall be an undergraduate or graduate student at the School that has registered for the minimum number of credit hours to classify him/her in full time status as per the School's written academic policies, a copy of the School's current academic policies are attached and incorporated to this Agreement as Exhibit C, and is otherwise required to pay the School's mandatory student fees each Semester. The parties agree that the School's definition of full time student may change during the term of this Agreement. The School agrees to provide WMATA with a copy of any modifications to School's academic policies that change the definition of a full-time student. Provided, however, full-time students shall exclude: distance (on-line) learning students; MetroAccess-eligible students; and study abroad students for the semester abroad. A student may only be eligible for one University Pass at a time..

E. "Late issuance" means the distribution of a University Pass to an Eligible full time student at any time after the On-Site Registration Date for the School for that Semester.

F. "School" means_____.

G. "Site Survey" is a document completed by the School to provide to WMATA preliminary information regarding the School and Eligible full-time students enrolled for the Semester. The Site Survey includes but is not limited to Semester start and end dates, school information and the estimated number of enrolled Eligible full-time students. This information is necessary for WMATA to prepare the University Pass for all Eligible full-time students. The Site Survey must be submitted in accordance with the requirements provided in this Agreement.

H. "Spring Semester 2017" shall be defined pursuant to the School's 2016-2017 academic calendar.

I. "Summer Sessions 2017" shall be defined pursuant to the School's 2016-2017 academic calendar.

J. "University Pass" is a WMATA transit pass which permits Eligible full-time students to unlimited rides on trains and buses operated by WMATA during all hours of operation. The University Pass cannot be used on MetroAccess paratransit services or regional partner services (ie. ART, CUE, DASH, D.C. Circulator, Fairfax Connector, Loudoun Commuter Bus, PRTC, Ride On, Ride On Express, The Bus and MTA, etc.). WMATA and School will evaluate the viability and scalability of the University Pass Program to include regional bus partner services.

II. TERM

The term of this Agreement shall be from the date set forth above through the end of, Spring Semester 2017, unless terminated earlier pursuant to this Agreement. WMATA and the School agree that this Agreement may be extended to include Summer Sessions 2017 pursuant to Section IV of this Agreement. The parties may extend this agreement on the same terms and conditions by entering into an amendment to extend the term.

III. SERVICES PROVIDED

A. WMATA agrees to provide and the School agrees to purchase for distribution to each Eligible full-time student enrolled in the School, one University Pass for each Eligible full-time student, plus a replacement card program equal to 20% of the number of Eligible full-time students.

B. The technical administration process of the University Pass Program shall be according to the procedures set forth by WMATA, provided that WMATA will notify the School not more than thirty (30) days after any such modification.

C. After the Fall Semester 2016 under this Agreement, WMATA will supply the School with sufficient University Passes for each newly enrolled Eligible full-time student who has not previously received a University Pass from the School. The School must provide a list of such Eligible full-time students to WMATA according to the process set forth in Article VI of this Agreement. Failure to adhere to the deadlines set forth in these provisions may result in delay in University Pass activation.

D. – Omitted --

E. The University Pass shall be valid on all Metrobus regular, express, and airport shuttle service routes and all Metrorail service operated by WMATA at all hours of operation during the academic Semester that the University Pass is activated. The University Pass will not be valid on paratransit vehicles.

F. The School acknowledges that changes may be made by WMATA in the level and/or times of bus and rail service during the course of this Agreement for the efficient operation of its transit system. The School

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agrees that WMATA retains the sole right to determine the level and type of transit service provided. Unless specified in this Agreement, the School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the University Pass if service is delayed, is not provided, or a student's University Pass is destroyed, lost, misplaced, damaged, defective, misused or stolen.

G. The University Pass, is not transferable and may be confiscated by WMATA and its holder may be subject to criminal prosecution if it is misused or presented for transportation by any person other than the person to whom it is issued. The School will notify its students of the requirements of this provision.

H. WMATA maintains the right to inspect the University Pass used by an Eligible full-time student and to ask the Eligible full-time student for another form of identification to ensure that the University Pass is being used by the person to whom it is issued. Further, WMATA maintains the right to deny an Eligible full-time student access to WMATA transit system if the Eligible full-time student does not possess both the University Pass and a photo ID to verify that the University Pass holder is actually the Eligible full-time student identified on the University Pass. The School will notify its Eligible full-time students of the requirements of this provision. Pursuant to the School's 2016-2017 academic calendar, the University Pass shall be valid for the entirety of the applicable School's Semester, including but not limited to weekends, Fall/Spring Breaks, and holidays, but shall not be valid during Winter Break or over the Summer Sessions; provided that the School shall have the option to extend the University Pass Program to its Summer Sessions as set forth in Article V hereof.

I. The University Pass shall be valid beginning on the date selected by the School and identified in the completed Site Survey, which may be up to five (5) business days before the first day of the School's scheduled classes and shall be continuously valid thereafter until the date selected by the School and identified in the completed Site Survey, which may be up to five (5) business days after the last day of the School's scheduled final exams for the Semester. The School will be invoiced based on the dates provided in the Site Survey.

J. WMATA and its contractor will prepare the University Passes for newly Eligible full-time students and Eligible full-time students requiring late issuance for distribution by the School. If the School elects On-site registration, WMATA and its contractor will enroll all newly Eligible full-time students on the On-site Registration Date(s). WMATA and School will coordinate the location, scope, and number of On-site Registration events, provided however, that the maximum number of On-site registration events for University Passes that WMATA staff will hold at the School in an academic year is ten (10) and WMATA's participation is subject to the availability of staff to support the requested events.

K. No later than forty-five (45) days after the first day of scheduled classes for each Semester, the School may request deactivation of a University Pass for students who were either erroneously listed as Eligible Full-time students or whose enrollment status has changed from full-time to part-time or have dropped out. The request must be made in writing. No refund will be provided for any card deactivated after the initial 45-day window.

IV. OPTION FOR SUMMER SESSIONS 2017

A. If approved by the WMATA Board of Directors, the School shall have the option to include its Summer Sessions 2017 in the University Pass Program; provided that in order to exercise this option, the School must notify WMATA in writing, at the address listed in Article VIII, not less than sixty (60) days prior to first day of classes for the Summer Sessions 2017 that it intends to participate in the University Pass Program for said Summer Sessions. Thereafter, the School's participation in the Program for the Summer Sessions will be noticed not less than ninety (90) days prior to the first day of classes for the next occurring Summer Session.

B. After exercise of the option in subsection A hereof, the School may cancel its participation in the University Pass Program for the next year's Summer Sessions by so notifying WMATA in writing at the address set forth in Article VIII hereof not less than sixty (60) days prior to the first day of classes for the Summer Sessions. In no event may the School cancel or withdraw its participation in the University Pass

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Program for a summer session at any other time, including but not limited to, while said summer session is in session.

C. The School's participation in the University Pass Program for its fall and spring Semesters shall not be affected in any manner by the School's decision to participate, or not to participate, in the University Pass Program for the summer Sessions.

D. All other terms and conditions of this Agreement shall apply to participation by the School in the University Pass Program for the summer Sessions.

V. OBLIGATIONS OF SCHOOL

A. The School shall receive any necessary consent from the Eligible full-time students and provide to WMATA the following information in accordance with the timeframes described below:

1. No later than thirty (30) business days prior to the start of every Semester, School must complete and submit a Site Survey to WMATA. Failure to submit a complete Site Survey to WMATA within the required timeframe may result in delayed activation of the University Pass for Eligible full-time students. In the event of a delay in the issuance of University Passes the parties understand and agree that the Eligible Full-time Students will be without fare media under this program until such time as the University Passes are issued.
2. The School must provide WMATA with the list of Eligible full-time students enrolled for each Semester while this Agreement is in force once per month.
3. The School must also provide WMATA with a list of the students to whom it provided a University Pass listed by University Pass number, and student name no later than thirty (30) days after the first day of classes for each Semester. Upon termination of participation in the WMATA University Pass Program, WMATA will delete any electronically stored information and will return, and instruct their vendor to delete or return all student information supplied by the School.
4. The School must also provide WMATA with a final list of all Eligible full-time students for the Semester no later than forty-five (45) days after the first day of scheduled classes for each Semester (hereinafter referred to as the "45-day period"). All Eligible full-time students at the School must be included in the list, regardless of whether the student receives or uses their University Pass and/or University Pass. If the School provides incomplete or erroneously formatted data that may cause a delay in activation the parties understand and agree that the Eligible Full-time Students will be without fare media under this program until such time as the complete, corrected data is made available to and processed by WMATA.
5. In addition to the final list described above, the School must provide WMATA with the names of those students whose status has changed from full-time to part-time or those students who were erroneously listed as Eligible full-time students no later than the 45-day period. The School is also responsible for maintaining a list of students who are paratransit eligible and ensuring that those students are not issued a University Pass. If the School provides incomplete or erroneously formatted data that may cause a delay in activation, WMATA is not responsible for providing temporary fare cards to Eligible full-time students.
6. After the 45-day period, the School may add University Passes and deactivate University Passes for individuals who no longer qualify as Eligible full-time students. No refund will be made by WMATA or the School for any such deactivation. Misrepresentation of the number of Eligible full-time students is a breach of this Agreement, which may lead to termination as provided in Article X hereof.

B. The School will administer the University Pass Program to ensure that a University Pass is distributed to each newly Eligible full-time student and that Eligible Full-Time students are re-registered with WMATA for each subsequent Semester in which the student is enrolled as a full-time student at the School; provided that the University Pass Program does not apply to those students who are paratransit eligible. The School agrees to establish appropriate procedures to ensure that one and only one University Pass is distributed

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to each Eligible full-time student at the School. The procedures and any monitoring documentation shall be made available to WMATA upon request. Any failure to follow the requirements of this subsection B will be a breach of this Agreement, which may lead to termination as provided in Article X hereof.

C. The School will provide a University Pass to every Eligible full-time student. The School will not provide a University Pass to a part-time student even if the student is taking a full course load because he or she is enrolled as a part-time student at more than one school at the same time. In addition, the School will not provide a University Pass to any students who have received a University Pass from any other school during the Semester.

D. – omitted –

E. – omitted --

F. The purpose and intent of WMATA University Pass Program is to provide low cost transportation to Full-time students. Therefore, the School will only charge its students for the actual administrative fees, if any, it expends in connection with the University Pass Program. Further, the School will disclose to each student in the same written document both the School's administrative fee and the cost charged by WMATA per day for the University Pass.

G. The School agrees to make payment to WMATA timely as required by Article VII hereof.

H. The School is responsible for all University Passes in its possession. The University Passes must be kept secure and safe from theft. The School bears the risk of loss of any University Passes in its possession prior to receipt by an eligible student. Provided further that School is responsible for enforcing WMATA's rules regarding re-entry into the University Pass Program for any student whose University Pass is confiscated due to improper use.

I. Notwithstanding any provisions contained in this Article VI, the School shall not be required to release any student information that would violate local, state or federal law, including but not limited to, the Family Education Rights and Privacy Act of 1974.

J. In the event that the School does not provide information required by section IV.B. hereof in a timely fashion, WMATA may incur costs including but not limited to the cost of providing rides on WMATA transit system at a reduced cost for ineligible persons. WMATA's administrative costs for School's failure to comply with the time requirements set forth in section IV.B. hereof shall be determined by multiplying the number of students who improperly received University Passes by the number of days the School is late in providing the required data and multiplied by the current round trip fare. If assessed, the School must pay this additional administrative fee to WMATA within thirty (30) days of receipt of an invoice from WMATA setting forth the amount owed as provided in section VII.I. hereof.

K. Because the University Pass is not available to paratransit riders, the School must identify those students who are paratransit eligible. Such students should not be charged for the University Pass and are not considered Eligible Full-time students.

VI. PAYMENT FOR SERVICE

A. One University Pass per newly Eligible full-time student will be issued by WMATA to the School during the term of this Agreement. Each University Pass will have a production cost of up to two dollars (\$2.00); WMATA will invoice the School for the production cost of all University Passes provided for each semester. The University Pass shall be valid during the time periods provided in the Site Survey as described in section IV.J of this Agreement. The University Pass will not be valid during Semester breaks.

B. The cost of the fare associated with the University Pass for the term of this Agreement is \$1.00 per Eligible full-time student, per calendar day. In the event that the WMATA Board of Directors is considering action to change the University Pass fare structure, WMATA will provide School with notice of 1) the date on which the Board Committee is scheduled to discuss the matter; 2) the date on which the WMATA Board

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of Directors is scheduled to hear the matter; and 3) the effective date of any such change. Staff will use reasonable efforts to ensure that any fare change will occur, if at all, only after the end of the pilot period.

C. The specific cost per Semester to be paid by the School will depend on the number of Eligible full-time students enrolled by the School or the number of University Passes distributed to the School by WMATA, whichever is higher. This cost will be determined by multiplying the number of Eligible full-time students by the cost per calendar day for the University Pass by the number of calendar days in the Semester. WMATA will provide written notice to the School of actual per-card cost on an annual basis.

D. Payment for the University Passes provided to the School by WMATA shall be made within 30 days of invoice. All invoices shall be sent to _____ school contact _____, and shall reference a School issued Blanket Purchase Order (PO) Number and the name of the requestor. Invoices will be issued to the School according to under the following schedule:

1. An invoice for seventy per cent (70%) of the estimated amount due, which is based on the estimated number of Eligible full-time students provided in the Site Survey, shall be invoiced to the School no earlier than thirty (30) days before the first day of scheduled classes for each Semester; and
2. The remaining thirty per cent (30%) due shall be invoiced to the School no earlier than the end of the 45-day period to account for any students erroneously included as eligible participants in the University Pass Program and/or students whose full-time status has changed.
3. In the event additional Eligible full-time students are added to the University Pass Program after the invoice in paragraph 2 above has been issued, an invoice for the Semester will be issued to the School for any University Pass that were added after the 45-day period. This invoice shall be prepared according to the parameters of section VI.D of this Agreement, and paid to WMATA no later than thirty (30) days after the invoice is received. Under no circumstances can a School drop a student from the University Pass Program or deactivate University Pass after the 45-day add/drop period.
4. In the event of any overpayment by the School, WMATA will credit the overpayment amount to the School's payment due for the following invoice.

E. – Omitted --

F. In the event the 70% payment required by subsection D hereof is not made in full by the School thirty (30) days before the first day of scheduled classes for the Semester, WMATA will not activate the University Passes of returning students and will not distribute University Passes to any newly Eligible full-time students until such payment is made in full.

G. In the event the School pays an invoice with a check which is returned by the bank for insufficient funds, the School must pay the full amount of any NSF fees charged as well as the full amount of the invoice within ten (10) days of receiving notice from its bank or from WMATA that the check was returned for insufficient funds..

H. The invoice submitted by WMATA to the School for the University Passes shall be based on the total number of Eligible full-time students at all of the School's applicable campuses, or if the School is a University, at all of the College(s) identified by the School in Exhibit A. After payment is made by the School, the School will be entitled to a refund from WMATA for any erroneous payments resulting from an invoicing error caused by WMATA. Such refunds shall be made according to section VI.D(4) above. However, the School shall not be entitled to any refunds resulting from its failure to provide written request to de-activate University Pass in accordance with section IV.L. of this Agreement.

I. Any additional costs or charges, including but not limited to the interest charges identified in section VII.L. and the charges identified in section VI.M and XI.A hereof, shall be due from the School within thirty (30) days of receipt from WMATA of an invoice identifying such costs or charges.

K. Payments shall be made by the School to Washington Metropolitan Area Transit Authority. WMATA's ACH information is found in Exhibit D

L. At WMATA's discretion, payments received by WMATA after the due date(s) shall incur interest at the rate of the legal interest rate in DC, but not greater than 5% per annum. In addition, if WMATA does not receive the final payment when due for each Semester, WMATA, may invalidate the University Passes provided by it to the School for that Semester.

M. The School acknowledges that from time to time an Eligible full-time student's University Pass could be lost or stolen. Therefore, WMATA will provide, and School will purchase additional University Pass cards equal to 20% of the number of Eligible Full-Time Students. The cost associated with replacement cards is \$20.00. New card issuances are address through the true up billing process. The School will establish its own processes for handling replacement of lost, stolen, and destroyed card, provided however, the process will include notification to WMATA of the Lost/Stolen card, and payment by the student of a replacement fee of twenty dollars (\$20.00). A replacement University Pass will not be provided to a student more than once per academic school year.

VII. NOTICES

Unless otherwise stated herein, all notices and communications with respect to this Agreement shall be sent by United States mail, postage prepaid, and addressed as follows, which notices shall be effective five (5) days after mailing:

School Contact information

WMATA: University Pass

Washington Metropolitan Area Transit Authority
600 Fifth Street NW
Washington, DC 20001
Attn: Office of the Treasurer

VIII. AUDIT, INSPECTION AND RETENTION OF RECORDS

The School shall maintain books, records, documents and other evidence in connection with the University Pass Program and this Agreement for three (3) years after the final payment is made to WMATA. Such records shall be kept by the School in accordance with generally accepted accounting principles and practices, consistently applied throughout the term of the Agreement.

The School shall furnish WMATA with such information about the University Pass Program and/or the full-time student enrollment, number of paratransit dependent students, administrative charges applicable to the University Pass Program or otherwise relevant to this Agreement as WMATA requests. Upon reasonable notice and during reasonable business hours of the School, authorized representatives of WMATA shall be permitted to inspect and audit all data and records of the School related to this Agreement.

IX. TERMINATION

A. Either Party may immediately terminate this Agreement for a material breach of any condition or covenant contained herein and such breach continues unremedied for a period of thirty (30) days following written notice to the other party of such material breach.

B. In the event this Agreement is terminated, any University Passes which have been properly issued by the School will be effective until the end of the current semester.

C. Either party may terminate this Agreement, for any reason, by providing written notice to the other not less than sixty (60) days prior to the commencement of the next Semester. Each party retains any other rights it may have under law, including any claims for damages.

X. MISCELLANEOUS

A. WMATA recognizes that the School is an institution subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232[g], *et seq.*, and that in the performance of its work hereunder, WMATA may have access to student information. WMATA warrants and represents that it (i) is familiar with the requirements of FERPA and the United States Department of Education regulations promulgated thereunder, (ii) will not use or allow access to personally identifiable information from education records, except in accordance with the requirements established by the School; (iii) will not use education records for any purpose other than the purposes contracted hereunder; and (iv) shall ensure compliance with such requirements by itself and any of its contractors or sub-contractors. WMATA further warrants that it will ensure that the services provided hereunder are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, and will comply with any other applicable statutory right of privacy. A copy of WMATA's Privacy Policy is available on the WMATA.com website and which may be revised or amended from time to time by the WMATA Board of Directors. This Policy/Instruction is sometimes referenced as P/I 9.2/2 in WMATA communications. B. The School agrees to permit WMATA and/or its agents access to the School's campus not more than two (2) times per academic school year to conduct a survey of students regarding the University Pass. WMATA shall coordinate a convenient time with the School –to schedule the date and time of the surveys in advance. The type and extent of the survey shall be determined solely by WMATA and all surveys shall be conducted at WMATA's cost. The School also agrees to reasonably participate in any surveys conducted upon WMATA's request.

C. The School agrees that its name may be used in any marketing or advertising materials prepared by WMATA to promote the WMATA University Pass Pilot Program, School retains the right to require WMATA to remove any use of the marketing or advertising materials not in-line with School policies or rules associated with the use of its name. In no event will the name or likeness of any student participating in the WMATA University Pass Pilot Program be used by WMATA in any marketing or advertising materials or in any other manner; provided that WMATA may ask students to use their names and/or likenesses in marketing or advertising materials. If the student consents in writing, WMATA may then use such student's name and/or likeness in marketing or advertising.

D. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors.

E. The School agrees that it will take appropriate measures to make each of its Eligible full-time students enrolled in a school or college in WMATA's service area knowledgeable of the terms of this Agreement. The School agrees to distribute, or permit WMATA to distribute, marketing materials prepared by WMATA which explain the benefits and uses of the University Pass.

F. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the parties' intention that all other provision of this Agreement remain in full force and effect.

G. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of WMATA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by WMATA or the School therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

H. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in a court of competent jurisdiction located in Washington, DC under the laws of the District of Columbia.

I. This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

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J. No changes, amendments, modifications or discharges of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agents of WMATA and the School or their respective successors and assigns. Provided, however, should WMATA enter into a similar University Pass Program Agreement with another school, WMATA will automatically revise the terms and conditions of this Agreement to reflect any terms and conditions in other school pass program agreements that are more favorable than this Agreement.

K. Neither party shall indemnify, defend, and hold harmless the other for any loss, claim, damage, or demand, whether real or personal property damage resulting from the acts or omissions of their officers, directors, agents, employees or subcontractors. Rather, each party shall be responsible for its own actions undertaken in furtherance of this agreement.

L. The parties represent that each has complied with all applicable, international, federal, state, and local laws, including business permits and licenses of any kind that may be required to carry out such business.

M. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

O. Neither party shall assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement, or any part hereof, unless as approved in writing by other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or their designee.

Insert School

Washington Metropolitan Area Transit Authority

University Official
Title

Paul Wiedefeld
General Manager/CEO

Date

Date

Approved as to Legal Sufficiency

Office of General Counsel