

Memorandum of Agreement
Between
GE Aviation Systems LLC (GEAS) at Grand Rapids, Michigan
and
Michigan State University Department of Computer Science & Engineering
Master of Science in Computer Science
Related to
The GEAS-Advanced Course in Engineering

This Memorandum of Understanding pertains to the GE employees who have been admitted to the Master of Science Degree Program in Computer Science in the Department of Computer Science & Engineering (CSE) at Michigan State University (MSU) and to the GE Aviation Systems GEAS-ACE (Advanced Course in Engineering) Program at Grand Rapids, Michigan. For broader guidelines of the GEAS-ACE program, please refer to the GEAS-ACE Manual.

Other than the exceptions outlined in this document, all requirements for GEAS-ACE students' completion of a Master of Science Degree in Computer Science are listed in the Michigan State University Academic Programs catalog and in the CSE Department curriculum guide.

Admission Requirements

GEAS-ACE students will not be required to take the Graduate Record Exam (GRE) or to submit letters of recommendation and statement of purpose to be considered for admission to the CSE Master of Science Degree Program. All other application and admission requirements are unchanged, including graduate program application and fee.

University Credit for GEAS A Course

The GEAS-ACE students will be required to take the sequence of A courses, as described in the GEAS-ACE Manual.

A total of 9 transfer credit hours towards course work will be granted for successful completion of the GEAS A course. These 9 credit hours will be applied towards the course credit hours required for the completion of (Plan B) of the Master of Science Degree in Computer Science. Credit for the A course will be granted via the general credit process at MSU following satisfactory completion of A courses taught by GE instructors. For each student, prior to enrollment at MSU, the GEAS Advanced Course in Engineering Manager will provide the graduate program director in the CSE Department with a written statement indicating the successful completion of the A course sequence, along with the corresponding grade.

Program Plan of Study

Each GEAS-ACE student will develop an approved program plan of study in cooperation with the CSE

graduate program director, prior to his/her first full-time semester at MSU. This program of study will detail the intended course selections to meet the remaining 21 credits of course work needed for the completion of the (Plan B) MS degree in Computer Science. Deviation from this plan will require approval by the GEAS-ACE office and will adhere to MSU procedures for requesting program requirement waivers.

Compensation and Liability

GE Aviation Systems will provide MSU a fixed fee of \$15,745 for each GEAS-ACE student starting in fall semester 2012 to cover the cost of tuition and various student and program fees for completion of the remaining 21 credits towards the masters degree. The fee for each semester will be prorated depending on the number of credits enrolled in the semester and will be provided to MSU before the start of the semester.

Beginning with academic year 2013-14, the fixed fee of \$15,745 per student will be incremented on an annual basis by the estimated tuition percentage rate increase for in-state graduate engineering students. The annual rate of increase shall not exceed 12% per year, and shall be determined no later than June 1 for applicability to the following academic year. If an enrolled student completes his/her course work over multiple academic years, the new fixed fee will be used to determine the prorated payment for the semester(s) enrolled credits in the subsequent year(s).

Other than as set forth above, MSU will not charge GEAS any other fee related to this Agreement.

Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF THESE DAMAGES OCCURRING.

Duration

This Agreement shall commence on July 1, 2012, and shall continue year-to-year until terminated as hereinafter provided.

Termination

This Agreement may be terminated by either party with a minimum of 120 days written notice. In the event of termination, both parties commit to providing a reasonable period for currently enrolled students to complete their program.

If the status of a currently enrolled GEAS-ACE student changes, for example due to life events or job loss, and the student is withdrawn from the GEAS-ACE Program, neither party shall have financial obligations towards the completion of the remainder of the student's degree program.

Relationship of the Parties

Nothing in this Agreement shall be construed as giving rise to a relationship among or between the parties of employer and employee, partners, agents or joint ventures, and no party shall have the authority or power to bind the other or to contract in the name of, or create a liability against, another in any way or for any purposes, regardless of the legal theory or basis therefor. Nothing contained in this Agreement shall be construed as: (a) granting or conferring any right to use any information or know-how which a party shall elect to furnish hereunder except as expressly authorized in this Agreement; or (b) conferring any license or right with respect to any trademark, trade or brand name, the corporate name of any party hereto or the corporate name of a subsidiary or affiliate of any party hereto or of any other name or mark or any contraction, abbreviation or simulation thereof. The rights and the obligations of the parties under this Agreement are limited to those expressly set forth herein.

Modifications and Assignment

The provisions of this Agreement may be changed, amended, modified or extended only in writing, duly executed by both parties.

Any assignment of this Agreement or any rights or obligations hereunder by either party without the prior written consent of the other party shall be void, except that GEAS may assign any or all of its rights or obligations under this Agreement to a subsidiary or affiliated company of GEAs, without the other party's consent.

The rights and obligations of the parties hereunder shall be governed in all respects by the substantive law of the State of Michigan, excluding its choice of law rules.

No Third Party Beneficiaries

This Agreement is intended solely for the benefit of MSU and GEAS, and it shall not be construed to create any benefits for or rights in any person or entity, including any employees or students of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in duplicate originals by their duly authorized representatives.

Michigan State University

GE Aviation Systems LLC

Signed: Satish Udpa

Signed: Ava Harter

Name: Satish Udpa

Name: Ava Harter

Title: Dean, College of Engineering

Title: Senior Counsel

Date: August 29, 2012

Date: August 29, 2012

Signed: Kim Wilcox

Name: Kim Wilcox

Title: Provost

Date: 9/8/12

OFFICE OF THE
GENERAL COUNSEL
[Signature]
APPROVED AS TO
FORM
9/4/2012
DATE