

AGREEMENT FOR THE CONTINUATION OF THE MGM COLLEGE OPPORTUNITY PROGRAM

This Agreement for the Continuation of the MGM College Opportunity Program (“**Agreement**”) is made among the Board of Regents of the Nevada System of Higher Education (“**NSHE**”) and MGM Resorts International Operations, Inc., a Nevada corporation (“**MGM**”). For purposes of this Agreement, NSHE and MGM may be referred to individually as a "Party" and together may be referred to as the “Parties.” This Agreement shall become effective when executed by MGM and approved by the Board of Regents of the Nevada System of Higher Education at a publicly noticed meeting (“**Effective Date**”).

RECITALS

WHEREAS, MGM is the largest employer in the state of Nevada and aims to provide viable and affordable high quality educational opportunities for its employees employed in Nevada and at MGM's operations in other states.

WHEREAS, NSHE and MGM recognize it is mutually beneficial to provide a structured corporate discount to MGM employees wishing to enroll in distance and other education programs at NSHE institutions, which will allow MGM to attract and retain talented employees while demonstrating NSHE’s commitment to significantly improving Nevada's college attainment rate.

WHEREAS, in September 2018, NSHE and MGM entered into a Memorandum of Understanding establishing the framework for the MGM College Opportunity Program (“**COP**”) to provide eligible MGM employees the opportunity to enroll in approved distance education degree or certificate programs at any NSHE college or university at a discounted rate.

WHEREAS, NSHE and MGM thereafter entered into a Program Agreement setting forth certain terms and conditions for the implementation of the COP as well as defining the roles and responsibilities of the Parties.

WHEREAS, participation in the COP began in the Fall 2019 semester and remains ongoing, and the MGM and NSHE desire to maintain the COP.

NOW, THEREFORE, by way of this Agreement, the Parties set forth the terms and conditions for the continued implementation of the COP.

1. **Eligibility to Participate in the COP.** MGM shall be the exclusive and final authority regarding whether one of its employees is eligible to participate in the COP based on the criteria contained in this section. To be eligible to participate in the COP, an MGM employee:

1.1 Must meet the MGM minimum service requirements before being eligible for reimbursement by MGM.

1.2 Must continue to meet the MGM minimum service requirement after completion of courses and/or degree or certificate programs reimbursed to maintain eligibility.

1.3 Shall not previously have earned the same level of degree or certificate the employee is seeking unless approved by MGM. For example, an MGM employee with an associate degree may not pursue a second associate degree but would be eligible to pursue a bachelor's degree.

1.4 Shall enroll in a degree or certificate program and not take random courses without an intention to earn a degree or certificate.

1.5 Shall not earn more than one degree or certificate at each level of education within the COP (*i.e.*, certificate, associate, bachelor, and master).

Before each semester, MGM shall provide NSHE updates on or about the first of each month, or on a schedule agreed to by the Parties, regarding which employees are eligible for the COP. At least seven (7) calendar days before the first day of classes each semester, MGM shall provide NSHE a final list of all employees eligible for the COP.

2. **Enrollment.** NSHE shall be the exclusive and final authority regarding whether an MGM employee is admitted into an approved online degree or certificate program. To enroll in the COP, an eligible MGM employee:

2.1 May be required to take one or more placement tests to determine college readiness.

2.2 May be required to complete certain prerequisite courses before enrolling in a degree or certificate program.

2.3 Shall complete a Free Application for Federal Student Aid ("FAFSA") within the specified deadline for the relevant semester and any other documents required to determine aid eligibility, which will be processed by NSHE institutions using the standards, processes, and procedures generally applicable to all students.

2.4 Shall complete an enrollment application at the NSHE institution where the employee intends to enroll in the COP within the specified program deadlines.

2.5 Shall complete any other documents required by NSHE or an NSHE institution for the COP within the specified deadlines.

2.6 Shall not exceed in any one semester nine (9) credit hours, or three (3) courses, whichever is greater.

MGM will share employee information which is relevant to the admissions and enrollment process with NSHE. NSHE will share certain education records as defined in and in accordance with the Family Education Rights and Privacy Act of 1974 (“FERPA”), 20 U.S.C. 1232(g) and its corresponding federal regulations 34 C.F.R. Part 99 with MGM to facilitate the admissions and enrollment process.

After enrollment and admission, an MGM employee:

2.7. Shall complete an orientation offered by the NSHE institution at which the employee is enrolled.

2.8. Shall meet with an academic advisor within the degree or certificate program at the NSHE institution at which the employee is enrolled to create a path for completion of the degree or certificate program.

2.9. Shall accept all federal or military student/financial aid and/or any need-based aid (e.g., federal Pell Grants), and may accept federal student loans, though loan acceptance is not required.

2.10. Shall complete coursework and attend classes within the COP outside of the employee’s regular work schedule at MGM.

3. **Application for Admission Deadlines.** Participants in the COP shall apply for admission and complete the FAFSA no later than May 1 of each year for Fall semester enrollment and no later than October 15 for Spring semester enrollment, to realize maximum financial aid benefits for admission, or on other dates mutually agreed upon by the Parties.

4. **Payment and Reimbursement.** After an eligible MGM employee enrolls and is admitted into a distance education degree or certificate program, the NSHE institution’s financial aid office will award all applicable federal financial aid. Any remaining fees as outlined in Section 6 of this Agreement shall be paid by MGM after receiving, within a reasonable period, a single bill or invoices from each NSHE institution that aggregate the costs of all MGM employees at such institution, or a single bill or invoice from NSHE, if applicable, that aggregates the costs of all MGM employees enrolled as students. MGM in its discretion, may pay the costs of textbooks directly to students.

5. **Costs.** NSHE will waive any non-resident tuition, part time non-resident tuition, and/or distance education tuition for participating MGM employees. Participating MGM employees will pay a discounted base registration fee and certain discounted other fees, as outlined in the Fee Schedule attached hereto as Appendix A, plus any other mandatory fees paid system-wide by non-COP students. The Parties agree upon standardized discount percentages applied to the base registration fee and certain other fees throughout the term of the COP, as outlined in the Fee Schedule. Undiscounted fees derive from the NSHE *Procedures and Guidelines Manual* and are subject to change in accordance with NSHE policies and procedures. Fees not included in the Fee Schedule are not discounted and must

be paid in full by participating MGM employees.

6. **Term and Termination.** This Agreement shall be effective for two (2) years from the Effective Date, except as may be extended by mutual agreement. Any Party shall have the right to terminate this Agreement for any reason by providing the other Party thirty (30) days written notice. Said notice shall be deemed to have been given: (i) when delivered personally, (ii) the next business day, if sent by a nationally recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or (iii) three (3) business days after deposit in the United States mail, certified, with proper postage prepaid. The Chancellor is authorized to extend this Agreement for an additional term of not more than two (2) years. The Chancellor is further authorized to approve updated Fee Schedules on an annual basis and/or as needed throughout the term of the Agreement.

7. **Effect of Termination.** Upon termination or expiration of this Agreement, the participating MGM employees will continue to receive the benefits contemplated by this Agreement and the COP until they earn their degree or certificate, withdraw from the COP, or are removed pursuant to the NSHE *Handbook* or the respective NSHE institution's policies and procedures. Termination of this Agreement will not relieve MGM of its obligation to pay or reimburse any amounts due to NSHE contemplated under this Agreement.

8. **Data Sharing.** The Parties acknowledge that, in order for NSHE to make informed admissions decisions within the COP and for billing purposes, MGM shall share with NSHE certain information about each employee including, but not limited to, full name, date of birth, employee identification number, whether MGM has deemed the employee eligible for the COP, the NSHE institution the employee intends to attend (if known), degree program employee intends to enroll in (if known), any prior post-secondary education of the employee (if known), and any prior post-secondary degrees awarded (if known). For MGM to secure the benefits of the COP each semester and over the life of the program, NSHE shall share with MGM certain information about each employee including, but not limited to full name, full date of birth, employee identification number, and enrollment status, i.e., which institution, degree program, and credit hours. The Parties recognize that certain student education records are protected by FERPA, and the exchange of such information will occur pursuant to a student's written authorization.

9. **Privacy.** NSHE acknowledges and agrees that MGM and its affiliates are engaged in businesses that are subject to laws, regulations, and industry standards regarding the protection of (i) data related to their operations, including without limitation, gaming operations; (ii) personally identifiable information which may include, without limitation, a person's name, postal address, phone number, email address, government issued identifier, credit or debit card number, bank or financial account number, license plate or other vehicle identifiers, biometric information, and device identifiers; (iii) protected health information as defined pursuant to the Health Insurance Portability and Accountability Act, as amended; (iv) payment card information and related data, as defined pursuant to the Payment Card Industry Data Security Standards, as amended; and (v) consumer report information and related data protected by the Fair Credit Reporting Act, as amended. Collectively, (i) through (v) is

"Privacy Information." NSHE hereby represents and warrants that it will protect Privacy Information to the full extent required by all applicable laws and regulations.

10. **Data Security.** The Parties represent and warrant that they shall (i) maintain reasonable and appropriate technical and physical measures to protect any Privacy Information they collect, access, store, process or receive from each other or any of their affiliates against unauthorized or unlawful disclosure, transfer, access, processing, use, alteration or destruction and against accidental access, loss, damage, processing, use, transfer or destruction; (ii) take all steps necessary to ensure the reliability and security of systems operated by or on behalf of either party, respectively, to protect Privacy Information; (iii) promptly notify the other party of any (a) breach of the security of any such systems that may result in the compromise of Privacy Information, or (b) other unauthorized access to or use of (whether electronically or physically) Privacy Information, and without limiting either party's and its affiliates' rights with respect thereto, provide reasonable cooperation to the other party and its affiliates with respect to any such breach or unauthorized access or use; (iv) comply with all applicable laws, and (v) comply with the Systems and Data Security Guidelines attached hereto as Appendix B. The provisions of this Section shall survive termination or expiration of this Agreement.

The Parties agree and acknowledge that their respective information technology departments will meet to discuss revisions to Appendix B within three (3) months of the execution of the Agreement. The Chancellor is authorized to approve any amendment to this Agreement regarding revisions to Appendix B.

11. **Parties' Additional Responsibilities.** In addition to any other responsibilities outlined herein, NSHE shall:

11.1 Maintain the NSHE COP website in collaboration with MGM, which shall include all relevant COP material and links to available degree and certificate programs.

11.2 Offer an exclusive or non-exclusive advisor from each participating institution to meet, either in person or via video or other means, with every enrollee to develop an academic plan for their progression in furtherance of obtaining a degree or certificate.

11.3 Continue to work with MGM to develop additional online degree and certificate programs aligned with MGM's workforce needs.

11.4 Continue to assist MGM with development of marketing materials for the COP.

11.5 Make best efforts, through institutional designees, to attend outreach/admission events for MGM employees interested in participating in the COP.

11.6 Promote the COP with joint press releases and other media and internal/external outreach.

In addition to any other responsibilities outlined herein, MGM shall:

11.7 Provide NSHE with a single point of contact for the day-to-day operations and support of the COP.

11.8 Cooperate with NSHE to develop coursework that is relevant to the career needs of eligible participants, as necessary.

11.9 Cooperate with NSHE and provide assistance as reasonably requested by NSHE to support NSHE in the performance of its duties under this Agreement.

12. **Discretionary Approvals.** Discretionary approval of the Board of Regents may be required for items including, but not limited to changes in degree/certificate program requirements and offerings, costs, and fees; such approvals may include additional terms and conditions not currently contemplated or later determined necessary pursuant to financial, legal, and contractual obligations of NSHE.

13. **Entire Agreement.** This Agreement is intended solely for the benefit of the Parties, represents the entire, integrated understanding of the Parties, and supersedes all prior negotiations, representations, understandings, agreements, and memoranda of understanding, written or oral.

14. **Not a Partnership.** By entering into this Agreement, neither Party becomes in any way a partner or agent of the other in the conduct of its business. Nor does entering into this Agreement by either Party in any way amount to a joint venture with the other Party.

15. **No Third-Party Beneficiary.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not a party, unless otherwise expressly provided.

16. **Use of Marks.** MGM may use the name of the "Nevada System of Higher Education", "NSHE", or "the Board of Regents" or the marks, seals, logos, or any other related name (collectively the "NSHE Marks"), in the performance of its services, in its advertising, or in the production of any materials related to this Agreement, with the prior written consent of NSHE or its institutions. Likewise, NSHE may use the name "MGM Resorts International" or the names of any of its hotel/casino operations, or any other MGM-related intellectual property (collectively the "MGM Marks"), in the performance of its services, in its advertising, or in the production of any materials related to this Agreement, with the prior written consent of MGM.

17. **Compliance with Laws.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively, the "Laws").

18. **Governing Law.** The laws of the State of Nevada without reference to conflict of law principals shall govern the validity, construction, interpretation, and effect of this Agreement.

19. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court, then that invalidity shall not affect the other provisions of the Agreement, and the invalid provision shall be considered modified to conform to the existing law.

20. **Liability.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Parties shall indemnify, defend, and hold harmless each other from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising either directly or indirectly from any act or failure to act by either party or any of its officers or employees, which may occur during, or which may arise out of the performance of this Agreement. NSHE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Any and all monetary claims against the State of Nevada, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Office of the Attorney General for the State of Nevada and processed in accordance with Nevada Revised Statutes Chapter 41.

21. **Notices.**

To MGM:

MGM Resorts International Operations, Inc.
Attn: General Counsel
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

To NSHE:

Renee Davis
Interim Vice Chancellor for Academic and Student Affairs and
Community Colleges, NSHE
2601 Enterprise Road
Reno, NV 89512

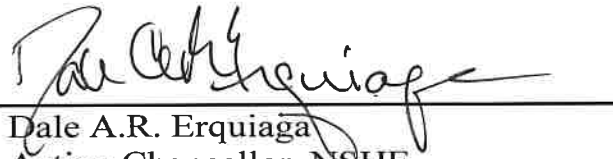
22. **Counterparts and Signatures.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original, faxed or PDF form, and the Parties hereby adopt as original any signatures received via facsimile or PDF.

The Parties hereby acknowledge the terms of this Agreement as stated above.

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION**

RECOMMENDED:

By: _____


Dale A.R. Erquiaga
Acting Chancellor, NSHE

**APPROVED BY THE BOARD OF REGENTS AT A
NOTICED PUBLIC MEETING:**

By: _____

CATHY MCADOO
CHAIR OF THE BOARD OF REGENTS

DATE: _____

**MGM RESORTS INTERNATIONAL OPERATIONS, INC.
A Nevada Corporation**

By: _____

JYOTI CHOPRA
CHIEF PEOPLE, INCLUSION AND SUSTAINABILITY OFFICER

DATE: _____

	2021-22			2022-23		
Description	Fees	Discount	Discounted Fees	Fees	Discount	Discounted Fees
NSHE Procedures & Guidelines Manual, Chapter 7, Section 1:						
Registration Fees, Universities (undergraduate) - per credit	\$ 249.00	20%	\$ 199.20	\$ 256.00	20%	\$ 204.80
Registration Fees, Universities (graduate) - per credit	\$ 305.50	20%	\$ 244.40	\$ 314.00	20%	\$ 251.20
Registration Fees, NSC (undergraduate) - per credit	\$ 180.00	15%	\$ 153.00	\$ 185.00	15%	\$ 157.25
Registration Fees, NSC (graduate) - per credit	\$ 242.50	15%	\$ 206.13	\$ 249.25	15%	\$ 211.86
Registration Fees, Community Colleges (upper-division) - per credit	\$ 180.00	10%	\$ 162.00	\$ 185.00	10%	\$ 166.50
Registration Fees, Community Colleges (lower-division) - per credit	\$ 109.75	10%	\$ 98.78	\$ 112.75	10%	\$ 101.48
Non-Resident Tuition			Waived			Waived
Part-Time Non-Resident Tuition			Waived			Waived
Distance Education Tuition			Waived			Waived
NSHE Procedures & Guidelines Manual, Chapter 7, Section 11:						
Academic Success Initiatives Fees (undergraduate) - UNLV, UNR - per semester	\$ 25.00	20%	\$ 20.00	\$ 25.00	20%	\$ 20.00
Academic Success Initiatives Fees (undergraduate) - WNC - per semester	\$ 25.00	10%	\$ 22.50	\$ 25.00	10%	\$ 22.50
Academic Success Initiatives Fees (graduate) - UNR - per semester	\$ 5.00	20%	\$ 4.00	\$ 5.00	20%	\$ 4.00
Student Association Fee (undergraduate) - UNLV - per credit	\$ 1.97	20%	\$ 1.58	\$ 1.97	20%	\$ 1.58
Student Association Fee (undergraduate) - UNR - per credit	\$ 6.10	20%	\$ 4.88	\$ 6.10	20%	\$ 4.88
Student Association Fee (undergraduate) - TMCC - per credit	\$ 1.00	10%	\$ 0.90	\$ 1.00	10%	\$ 0.90
Student Association Fee (graduate) - UNLV - per credit	\$ 7.00	20%	\$ 5.60	\$ 7.00	20%	\$ 5.60
Student Success Fee - NSC - per credit	\$ 5.00	15%	\$ 4.25	\$ 5.00	15%	\$ 4.25
Technology Fee - Regular - UNLV - per credit	\$ 8.00	20%	\$ 6.40	\$ 8.00	20%	\$ 6.40
Technology Fee - Regular - UNR - per credit	\$ 6.00	20%	\$ 4.80	\$ 6.00	20%	\$ 4.80
Technology Fee - Regular - NSC - per credit	\$ 6.00	15%	\$ 5.10	\$ 6.00	15%	\$ 5.10
Technology Fee - Regular - CSN, TMCC, WNC - per credit	\$ 7.00	10%	\$ 6.30	\$ 7.00	10%	\$ 6.30
Technology Fee - Regular - GBC - per credit	\$ 6.00	10%	\$ 5.40	\$ 6.00	10%	\$ 5.40
Technology Fee - iNtegrate - UNLV, UNR - per credit	\$ 3.00	20%	\$ 2.40	\$ 3.00	20%	\$ 2.40
Technology Fee - iNtegrate - NSC - per credit	\$ 1.50	15%	\$ 1.28	\$ 1.50	15%	\$ 1.28
Technology Fee - iNtegrate - CSN, GBC, TMCC, WNC - per credit	\$ 1.50	10%	\$ 1.35	\$ 1.50	10%	\$ 1.35

Notes:

Fees not listed are not discounted.

Rates as published in NSHE P&G Manual as of January 2021. Rates are subject to change in accordance with Board policies and procedures.

APPENDIX B

SYSTEMS AND DATA SECURITY GUIDELINES

These Systems and Data Security Guidelines ("**Guidelines**") are intended to protect the security of information provided to NSHE by MGM and/or its affiliates, or to MGM and/or its affiliates by NSHE, pursuant to the agreement to which these Guidelines are attached (the "**Agreement**"). NSHE and MGM are expected to adhere to these Guidelines to safeguard MGM's privacy information of MGM and its affiliates as such information is defined in the Agreement ("**Privacy Information**"). These Guidelines provide minimum baselines for the security of Privacy Information.

1. Framework for Protection.

1.1. The Parties shall protect Privacy Information consistent with the terms of the Agreement and with NIST standards for securely accessing, processing, storing, transmitting, and otherwise handling Privacy Information.

1.2. The Parties shall encrypt all Privacy Information that is stored electronically on any non-portable equipment such as PCs, servers, and databases in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time).

1.3. The Parties shall maintain a formal process to manage the use of portable devices and removable media (smartphones, tablets, flash drives, laptops, etc.) used to store Privacy Information. Privacy Information shall not be stored on portable devices or removable media unless it is encrypted in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time).

1.4. The Parties shall manage the transmission of Privacy Information over an untrusted network. Privacy Information shall only be transmitted over an untrusted network if encrypted in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time).

1.5. The Parties shall keep security patches for applications and operating systems used for supporting MGM or its affiliates at optimum level for systems processing or storing Privacy Information and shall update such security patches and operating systems regularly.

2. Access to Privacy Information.

2.1. The Parties shall only permit access to Privacy Information pursuant to the terms of the Agreements and these Guidelines.

2.2. The Parties shall employ an industry accepted standard for the secure method for the exchange of authentication and authorization data between parties, but not limited to, addressing web browser single sign-on (SSO) between an identity provider and a service provider.

2.3. The Parties shall assign unique User IDs and passwords only to authorized persons based on minimum privileges necessary to perform their job responsibilities.

2.4. The Parties shall immediately disable the access to Privacy Information of any worker (including its employees and authorized subcontractors) whose employment has been terminated.

2.5. The Parties shall adhere to NIST standards for the management of passwords to all systems containing Privacy Information.

3. Securing Infrastructure for Protecting Confidential Information

3.1. The Parties shall maintain appropriate barriers between untrusted networks (as defined above) such as the internet, and systems containing Privacy Information according to federal and state regulations through the use of accepted industry standards and practices.

- (a) Adhering to a comprehensive procedure to review audit logs of all monitoring tools and to resolve any unauthorized access attempts, changes to either party's data and objects, and privileged or administrator-level access to either party's data files and objects.
- (b) Disabling unnecessary programs and services that are installed by default with either party's overall software packages.

4. **Physical Security of Facilities.** The Parties shall maintain multiple layers of physical security separating unauthorized persons and systems from facilities that access, process, store, transmit or otherwise handle Privacy Information. The Parties shall maintain, in its data centers or third-party data centers (acting as agent), adequate environmental and power controls where hardware and equipment are located that is used to support business with or services for either party.

5. **Training.** The Parties will implement and maintain ongoing mandatory security training programs for all workers who have access to Privacy Information to emphasize the importance of data security in its organization. The Parties will periodically monitor its employees who have access to Privacy Information for compliance and will appropriately discipline employees for any data security violations.

6. **Security Breach Notices.** The Parties will maintain a formal incident response plan which shall include, at a minimum, the actions that shall be taken in response to a breach or suspected breach and the specific responsibilities of personnel to implement such actions. NSHE's plan shall address the obligations to provide notification of a breach under applicable state and federal breach notification laws. NSHE shall notify MGM of any breach or suspected breach involving Privacy Information. **Notice shall be provided by telephone (855) 286-0151 and email mgm_soc@mgmresorts.com with a copy in writing sent via reputable overnight courier to MGM Resorts International, Information Systems, 6770 Edmond, Las Vegas, NV, 89118 with a copy to MGM Resorts International, Corporate Legal, 6385 South Rainbow Boulevard, Las Vegas, NV 89118.** MGM shall notify NSHE of any breach or suspected breach involving Privacy Information. **Notice shall be provided by telephone (775) 789-3710 and email to TDobbert@nshe.nevada.edu with a copy in writing sent via reputable overnight courier to Thomas Dobbert, Chief Information Security Officer, Nevada System of Higher Education, 1664 N. Virginia St./Mail Stop 270, Reno, NV 89557-0023.** The Parties shall cooperate with each other, and/or its designee, to permit an investigation of the breach or suspected breach of

Privacy Data. A "breach" as used in this Section titled "Security Breach Notices" includes, without limitation, any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Privacy Information transmitted, stored, or otherwise processed.

7. Non-Compliance Notice. If at any time either party is unable to adhere to the terms of these Guidelines, or either party believes or suspects that any of its workers have violated these Guidelines, the party must immediately notify the other party in writing of such fact.