

**AFFILIATION AGREEMENT**

**BETWEEN**

**ROWAN UNIVERSITY**

**AND**

**CGI**

**DATED: SEPTEMBER 10, 2024**

## **ACADEMIC AFFILIATION AGREEMENT**

**THIS AGREEMENT**, entered into this September 10, 2024 is between CGI Technologies and Solutions Inc., an information technology and consulting company headquartered in Fairfax, VA, with offices in New Jersey located at 120 Albany Street, New Brunswick, NJ 08901 ("CGI") and Rowan University, a public research university within the system of higher education of the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as "University"). University and CGI are each individually referred to hereinafter as a "Party" and collectively hereinafter as the "Parties".

**WHEREAS**, it is the mission of the University to provide a collaborative, learning-centered environment focused on teaching, research, scholarship, creative activity, community service and enriching the lives of those in the campus community and the surrounding region; and

**WHEREAS**, CGI is among the largest IT and business consulting services firms in the world, where they are insights-driven and outcomes-based to help accelerate returns on client investments; and

**WHEREAS**, the University and CGI desire to advance their respective missions by entering into this Academic Affiliation Agreement ("Agreement"); and

**WHEREAS**, the University and CGI recognize that there are a variety of opportunities to develop collaborations to benefit University's students and the Southern Jersey region, CGI's stakeholders, and the State of New Jersey through the development of high paying information technology jobs and technology-driven and collaborative research; and

**WHEREAS**, the Parties are committed to collaboration in order to meet the community's needs related to research and technology, as well as to better educate students and to foster workforce development; and

**WHEREAS**, CGI and the University agree to work together to develop an increasingly strong and mutually beneficial relationship to enable each Party to accomplish its mission and the above-referenced goals.

**NOW, THEREFORE**, the Parties hereby agree as follows:

### **ARTICLE I: TERM**

1.1 Initial Term. The effective date of this Agreement shall be the 1st day of October 2024 ("Effective Date") and this Agreement shall remain in full force and effect for five (5) years from the Effective Date.

1.2 Renewal Term. Upon the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods, unless either Party has delivered notice to the other no later than ninety (90) days prior to the scheduled expiration date of the Initial Term or any Renewal Term that it does not intend to renew this Agreement. Should either Party not renew, both CGI and University recognize the need for a teach out for any academic programs and the Parties specifically agree that any interns currently placed for academic credit at any CGI facility will be permitted to complete the term of such internship so as not to disrupt their ability to earn academic credit for same.

## **ARTICLE II: CORPORATE RELATIONSHIP**

2.1 Independent Contractors. After execution of this Agreement, CGI and University shall still retain their character as independent, self-governing entities. CGI shall continue to be governed by its Board of Directors in accordance with its certificate of incorporation and bylaws and the University shall continue to be governed by its Board of Trustees in accordance with its bylaws and applicable statutes. Nothing in this Agreement shall be intended or construed to make either Party the agent, partner, co-venturer or legal representative of the other nor to constitute either Party as the agent, employee or legal representative of the other. All employees for each Party will be considered solely as the employees of such Party and such Party will be solely responsible for compliance with all laws, rules and regulations with respect to its employees including, among other things, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, and withholding and payment of all applicable taxes of any nature.

## **ARTICLE III: FACILITIES**

3.1 Facilities. CGI intends to enter into a lease for use of space to be located in University's new Global Solutions Hub on Rowan's West Campus ("Facility"). The Parties will work collaboratively to ensure that the Facility meets the needs of CGI. CGI's

obligations with respect to the leased Facility space shall be effective only once it is memorialized in a separate lease agreement signed by authorized representatives of each Party.

#### **ARTICLE IV: UNIVERSITY RESPONSIBILITIES**

4.1 Students and CGI Policies. University Faculty, employees and students working on or placed at any CGI facilities shall abide by all policies, rules and regulations of CGI, including all human resources policies.

4.2 Other Affiliations. Both Parties may affiliate with other institutions to carry out their respective purposes and to fulfill their respective missions.

4.3 Curriculum. At all times relevant to this Agreement, University shall bear sole responsibility for the development of curriculum for its academic programs, however, University will seek the input of CGI with respect to development of curriculum relating to CGI's operations and workforce needs.

#### **ARTICLE V: JOINT RESPONSIBILITIES OF THE PARTIES**

5.1 Academic Affiliation Steering Committee. The Parties agree to establish an Academic Affiliation Steering Committee within thirty (30) days of execution of this Agreement. Such committee shall consist of the Provost of the University or his designee, the Senior VP of CGI or his/her designee, and such other members as are mutually agreed upon by the Parties. The committee shall be charged with managing the ongoing success of the Academic Affiliation, including evaluating opportunities for additional collaboration, evaluating the efficacy of this Agreement and evaluating the efficacy of existing collaborations.

5.2 Research. The Parties agree to collaborate on the development of research opportunities, including but not limited to research relating to information technology and artificial intelligence. Such research shall include University's Schools and Colleges, including but not limited to, its College of Science & Math and the Rohrer College of Business. The terms and conditions of any research collaborations shall be subject to a separate agreement.

Each proposed study to be conducted by one Party which involves the other Party in any way, shall (i) be evaluated, prior to approval by the relevant committee of the

University, by the University Office of Research, and the Senior VP of CGI or his/her designee, who shall jointly make a determination of the amount, if any, to be paid to one Party by the other Party to offset the direct and indirect costs to the one Party of the proposed research activity as may be appropriate and commercially reasonable; and (ii) be effective only once it is memorialized in a separate research agreement signed by authorized representatives of each Party.

The Parties further agree that CGI shall participate in the university-wide programming and other activities to support experiential education. Such participation shall be memorialized in a separate written agreement on terms mutually acceptable to the Parties and in accordance with applicable University policy.

5.3 Internships. The Parties agree to work together to develop meaningful educational opportunities for internship placement. Within one hundred eighty (180) days of the completion of the Facility pursuant to a separate lease agreement, the Parties shall use commercially reasonable efforts to have in place a minimum of five internships available across undergraduate and graduate disciplines, including but not limited to Engineering, Computer Science and Math, and Business. CGI shall establish meaningful compensation for such internships aligned to what CGI compensates for similar internships. In addition, University and CGI shall work together to try to establish internships for academic credit based upon the applicability of relevant degree programs. In addition, prior to the completion of the Facility, CGI shall work collaboratively with University to establish internships in relevant areas.

5.4 Program and Professional Development. The Parties agree that through mutual collaboration, they may improve the quality of educational and professional opportunities for staff and students. The Parties agree to: collaborate in the development of opportunities for guest lecturing, joint research, and other collaboration by staff and faculty at one another's institutions/facilities; and to explore opportunities for faculty internships and other professional arrangements at CGI.

5.4.1 Professional Development Committee. The Parties agree that the Agreement Steering Committee shall determine whether a committee is necessary to focus on developing opportunities for internships and other professional and program development. In any case, the University's Assistant VP of External Engagement shall work with CGI's Senior VP, or his/her designee, in the

development of internships, opportunities for employment, and other professional development.

5.4.2 Academic Programs. The Parties agree that they shall work collaboratively in developing academic materials relating to informational technology and artificial intelligence, including the possible development of Certificate Programs to spur workforce development in the region. The Parties shall determine if there are means for funding positions necessary for the design and delivery of such materials.

5.5 Other Projects. The Parties will work jointly to identify other areas for potential collaboration.

## **ARTICLE VI: MUTUAL COMMITMENTS**

6.1 Non-Solicitation. CGI and University agree and acknowledge that the ability to engage in collaborations across a variety of departments and programs will enhance the quality of academic programs, and improve their shared community. The Parties also agree that the recruitment of talented professionals to effectively meet the needs of CGI and University is costly and requires dedication of resources and investment of time. As such, the Parties specifically agree that during the term of this Agreement, and for a period of one year following its termination, neither Party shall, directly or indirectly, solicit or otherwise attempt to induce any employee or independent contractor of the other Party involved in the performance of obligations under this Agreement. The foregoing shall not (i) apply to prohibit a Party from hiring any person who responds to a general advertisement or solicitation, including but not limited to advertisements or solicitations through newspapers, trade publications, periodicals, radio, social media, or internet database, or efforts by any recruiting or employment agencies, not specifically directed at employees of the other Party and their respective affiliates that are engaged in this Agreement; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

6.2 Enforcement. If any of the terms in Section 6 are not honored, it could result in substantial harm to a Party. As such, any injured Party will be entitled to seek an Injunction, in addition to other available remedies, in the case of a breach of this Section. If such restrictions are found to exceed the time, geographic, or occupational limitations

permitted by applicable law, then such restrictions shall be automatically reformed to the maximum time, geographic, or occupational limitation permitted by applicable law.

## **ARTICLE VII: PUBLICATIONS AND INTELLECTUAL PROPERTY**

7.1 Certain Defined Terms. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise:

(a) "Background Technology" means all Technology and Intellectual Property Rights: (i) owned by a Party prior to the Effective Date; or (ii) made, conceived, developed or reduced to practice by a Party independent of the Agreement.

(b) "Intellectual Property Rights" means patent rights (including any and all legal and equitable rights in and to patent applications and disclosures), trademarks, copyrights, rights in trade secrets and know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(c) "Technology" means technical information, know-how, ideas, concepts, algorithms, processes, procedures, designs, schematics, tools, works of authorship, products, devices, inventions and discoveries of any kind.

7.2 Ownership of Background Technology. Each Party owns or shall own all right, title and interest in and to its respective Background Technology, including all associated Intellectual Property Rights, and the other Party will maintain confidentiality of all such Background Technology and shall not use the Background Technology for any purpose other than those authorized in this Agreement or in any Appendix thereto.

## **ARTICLE VIII: CONFIDENTIALITY AND PUBLICITY**

8.1 Confidential Information. Subject to the requirements of the Open Public Records Act which are applicable to University, each Party hereto agrees to maintain as strictly confidential by using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar confidential and/or proprietary information, and not to use other than in accordance with this Agreement, any Confidential Information of the other Party that it receives in connection with this Agreement. As used herein, "Confidential Information" means (i) any information required by law to be held as confidential, and (ii) any information which is provided by one Party (the "Disclosing

Party") to the other Party (the "Receiving Party") and designated as "Confidential" by the Disclosing Party at the time of disclosure, or which, under the circumstances surrounding the disclosure or as a result of the content of such information, should reasonably be treated as Confidential Information. The Receiving Party agrees to disclose the Confidential Information of the Disclosing Party only on a need-to-know basis to its directors, trustees, officers, employees or agents (collectively, "Agents"). The Receiving Party shall inform each Agent receiving Confidential Information of the confidential nature of the material disclosed and shall direct them to treat it confidentially. The Receiving Party shall be responsible for any breach of this Agreement by its Agents.

8.2 Exclusions. Notwithstanding anything to the contrary, Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure or breach by the Receiving Party or its Agents; (ii) was available on a non-confidential basis prior to its disclosure to the Receiving Party; (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the other Party, but only if such source was entitled to make the disclosure to the Receiving Party, or (iv) such information is independently developed by the Receiving Party or its Agents without reference to or use of the Confidential Information. The Receiving Party may disclose Confidential Information if it is compelled to do so by court order or operation of law, provided that, to the extent legally permissible or feasible, the Receiving Party provides prior written notice to the Disclosing Party of such legal requirement and reasonably cooperates with the Disclosing Party with respect to its efforts to limit or avoid such disclosure.

8.3 Title to and Return of Confidential Information. The Parties agree that the Disclosing Party retains ownership of the Confidential Information it provides to the Receiving Party. The Receiving Party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of Receiving Party's automatic back-up system, provided that the Receiving Party shall continue to be subject to the obligations of this Agreement with respect to Confidential Information so retained. The obligations of this clause shall survive termination of this Agreement. In the event a Receiving Party cannot, for whatever reason, return Confidential Information, the non-disclosure and non-use obligations shall



continue for so long as the Confidential Information remains in the Receiving Party's possession.

8.4 **Publicity.** Any and all publicity and/or public announcements relating to this Agreement, any Action Plan or any work product of the Collaboration shall be reviewed and approved in writing by the Parties prior to release or distribution. The Parties must be in agreement prior to any release or distribution, unless such release or distribution is required as part of a legal proceeding or as required under the Open Public Records Act. The Parties shall provide one another with notification upon receipt of a request for information relating to this Agreement or the Collaboration. Notwithstanding anything contained herein, the Parties shall be entitled to confirm the existence of this Affiliation Agreement without advance approval.

#### **ARTICLE IX: WARRANTIES**

9.1 **Authority.** University and CGI have the legal right to enter into this Agreement and to perform the duties hereof.

9.2 **Disclaimer.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### **ARTICLE X: TERMINATION**

10.1 **Termination by Either Party.** Either Party may terminate this Agreement by providing written notice to the Party:

(a) Upon the material breach by the other Party of any material provision of this Agreement provided (i) if such breach can be cured within thirty (30) days, such breach continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party with a description of the alleged breach with sufficient information for the breaching Party to attempt to cure such breach, or (ii) if such breach requires actions to be taken or conditions to be remedied which by their nature cannot reasonably be taken or remedied within such thirty (30) day period and

the breaching Party ceases diligently and continuously attempting to cure such breach or the breaching Party is unable to cure such breach within sixty (60) days; or

(b) if (i) a petition for relief under the laws of the United States related to bankruptcy shall be filed by or against the other Party and such action is not dismissed within sixty (60) days after filing, (ii) the assets of the other Party are assumed by or taken under the control of any trustee or any other person pursuant to any judicial proceedings, or (iii) the other Party becomes insolvent or makes a general assignment for the benefit of creditors.

## **ARTICLE XI: MISCELLANEOUS**

11.1 Charitable Gifts and Contributions. Gifts and contributions made to either Party at any time subsequent to the effective date of this Agreement, and any grants or endowments held by either Party at the time of the execution of this Agreement, shall be the sole property of the Party receiving or holding them. Nothing contained in this Agreement shall abridge the right of either Party to solicit gifts, contributions and grants (hereinafter collectively, "Gifts") independently of the other for its sole use and benefit, or prevent the creation or continuation by either Party of either new or existing funds, programs or activities for the receipt of solicitation of Gifts.

11.2 Governing Law. This Agreement shall be governed and construed by and the rights and obligations of the Parties hereto shall be determined in accordance with the laws of the State of New Jersey.

11.3 Omissions. It is the intent and understanding of the Parties to this Agreement that each and every provision of law required to be inserted herein shall be and is deemed inserted in this Agreement. If through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either Party, be amended by such insertion so as to comply strictly with the law and with prejudice to the rights of either Party.

11.4 No Discrimination. The Parties shall not engage in discrimination in the administration of this contract based on any protected classifications under applicable state or federal law.

11.5 Notice. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement shall be in writing

and delivered (i) by hand; (ii) by nationally-recognized overnight courier service that provides proof of delivery; or (iii) by deposit in the United States mail, registered or certified mail, return receipt requested, with full postage or charges prepaid and addressed to the recipient(s) at the following addressees, or at such other addressees, as the Parties may, from time to time, designate by written notice to the other Party in the foregoing manner. Notices given by mail shall be deemed effectively given on the earlier of the date shown on the proof of receipt of such mail or, unless the recipient proves that the notice was received later or not received, three days after the date of mailing thereof. Other notices shall be deemed effectively given on the date of receipt:

|                                                                                      |                                                                                                          |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Rowan University<br>201 Mullica Hill Road,<br>Glassboro, NJ 08028<br>Attn: President | CGI<br>120 Albany Avenue<br>New Brunswick, NJ 08901<br>Atten: SVP                                        |
| With a copy to: General Counsel's Office                                             | With a copy to: General Counsel<br>11325 Random Hills Road<br>8 <sup>th</sup> Floor<br>Fairfax, VA 22030 |

11.6 Insurance. Each Party shall maintain at its own expense during the Initial Term of this Agreement, and any Renewal Term, general and professional liability insurance, covering such Party and its trustees, officers, employees, staff, volunteers, students (if applicable) and agents against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liability, including attorney's fees, for bodily injury or death and property damage resulting from the acts or omissions of such Party. Such insurance may be provided through a program of self-insurance as described below. Such policy or program shall provide for limits of not less than \$1,000,000 annually with respect to one claim and not less than \$3,000,000 in the annual aggregate. If the applicable insurance is on a claims-made basis for any period of this Agreement, then such Party shall maintain an extension of coverage commonly known as an extended reporting endorsement or tail coverage ("Tail Coverage") having the same coverage limits as the required policies. All coverage as required by this Agreement shall be evidenced by a Certificate of Insurance to be provided within thirty days of the date of

this Agreement, and thereafter, such certificates shall be provided on annual basis upon the renewal of such policies thereafter.

11.6.1 Self-Insurance: Either Party may provide the insurance coverage required hereunder through a program of self- insurance. CGI acknowledges and agrees that as of the Effective Date of this Agreement, University is providing liability coverage for its employees and itself through a program of self-Insurance governed by the terms and provisions of N.J.S.A. 59:1-1, et seq., the State of New Jersey Tort Claims Act. It is understood that the University's liability coverage, governed by the terms and provisions of N.J.S.A. 59:1-1, et seq.

11.7 No Waiver. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other further exercise of the same or any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No waiver shall be effective unless granted in writing by the Party asserted to have granted such waiver. All claims asserted against University by CGI shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

11.8 Dispute Resolution Procedures. In the event that any material controversy or dispute arises between the Parties to this Agreement with respect to the enforcement or interpretation of this Agreement, or of any specific terms and provisions set forth in this Agreement, the Parties shall use their best reasonable efforts and due diligence to reach an agreement for the resolution of such controversy or dispute prior to the initiation of any formal legal action. In the event that the Parties are unable to resolve the controversy or dispute in the ordinary course of business, either Party may trigger the dispute resolution procedures set forth in this Section 11.8 ("Dispute Resolution Procedures") by delivering written notice to the other Party of a request for dispute resolution ("Dispute Resolution Request"). Within ten (10) days of the date that a Party receives a Dispute Resolution Request, the Provost of the University and the SENIOR VP of CGI or his/her designee shall meet and attempt to resolve the dispute. If they are unable to do so, within 20 days after the meeting, each shall prepare a written dispute resolution summary and deliver it to the SENIOR VP of CGI and President of the University who shall

meet in person within 30 days after the second written dispute summary is delivered and attempt to resolve the dispute. If they are unable to resolve such controversy or dispute within such thirty (30) day period, or fail to meet within such time, either Party may initiate mediation of the dispute by submitting to JAMS or a similarly qualified meditation entity (the dispute mediation entity, "DM") and to the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with DM and each other in the mediation process. The mediation will be conducted in accordance with the applicable practices and procedures of DM. Each Party will bear its own expenses in the mediation process and will share equally the charges of DM. If the parties are unable to resolve the dispute via mediation, either party may institute formal legal action at law. If any Party fails to respond to a Dispute Resolution Request within the proscribed time set forth herein, the other Party may proceed with formal legal action without further delay. However, the foregoing provisions of this Section shall not be interpreted to restrict any Party to this Agreement from pursuing emergent relief or equitable relief from a court of competent jurisdiction at any time or terminating this Agreement in accordance with its termination provisions.

11.9 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Party. Neither this Agreement nor any right or obligation of a Party hereunder shall be assigned or delegated, in whole or part, by either Party without the prior express written consent of the other, which shall not be unreasonably withheld. Notwithstanding the foregoing, however, either Party may, without the written consent of the other, assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction ("Permitted Assignee"), but only provided such Permitted Assignee agrees in writing to assume all of the rights and obligations of the assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.

11.10 Not Exclusive. This Agreement is not an exclusive agreement and as such, does not grant to CGI any exclusive rights to do business with University and University may contract with other suppliers similar affiliations.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their proper corporate officers and caused their proper seals to be hereto affixed the day and year first written above.

CGI Technologies and Solutions Inc.

**Michael Reagan**  
**Sr. Vice President**

**GOVERNOR OF NEW JERSEY**

Date