

AMENDMENT TO EXHIBIT A OF THE PARTICIPATION AGREEMENT

This Amendment (“Amendment”) is made this _____ day of _____, 20____ by and between the New York State Higher Education Services Corporation (“HESC”), with business offices at 99 Washington Avenue, Albany, New York 12255 and _____ (“Institution”), with its primary business offices at _____.

HESC and the Institution, collectively, may hereinafter be referred to as “the parties.”

WHEREAS, HESC and the Institution entered into a Participation Agreement providing for the Institution’s participation in general, academic and other award programs administered by HESC pursuant to Education Law, section 665-a (“Agreement”);

WHEREAS, Exhibit A of the Agreement contains the list of HESC Programs and Services offered to institutions for participation;

WHEREAS, Part III of Chapter 59 of the Laws of 2017 created the Enhanced Tuition Awards program (“Program”) by adding a new section 667-d to the Education Law and regulations implementing the Program were codified in 8 NYCRR 2201.19;

WHEREAS, under the Program, eligible students generally receive \$6,000.00 through a combination of their Tuition Assistance Program (TAP) award, the Program award, and the college’s matching award, unless exempt; and

WHEREAS, the parties wish to amend the Agreement to add the Program as an additional optional program enumerated on Exhibit A of the Agreement.

NOW, THEREFORE, HESC and the Institution intending to be bound do hereby agree as follows:

1. Exhibit A of the Agreement is amended to include the Program as new Section 5, which is annexed to this Amendment as Attachment 1.
2. The Institution agrees to annually submit an Enhanced Tuition Awards (ETA) Program Participation Form, annexed as Attachment 2, prepared and transmitted by HESC to the Institution, indicating the Institution’s decision to participate or not participate in the Program for the respective academic year.
3. The Institution agrees that this Form must be completed by Institution’s Chief Executive Officer or other fiduciary each year.
4. All other provisions of the Agreement remain in full force and effect. Once signed by the parties, this Amendment, with attachments, will become part of the Agreement.

WHEREFORE, the parties have signed this Amendment through their authorized representatives on the dates set forth after their names below.

INSTITUTION

NEW YORK STATE HIGHER
EDUCATION SERVICES CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgment

STATE OF NEW YORK)

COUNTY OF _____) ss:

On this ____ day of _____, 20____ before me came
_____, personally known to me or proved to me by
satisfactory evidence to be the individual whose name is subscribed in this Amendment, and said
individual acknowledged to me that s/he executed this Amendment in her/his capacity as
_____ of the Institution.

Notary Public, State of New York

ATTACHMENT 1

Standard Terms and Conditions

5. ENHANCED TUITION AWARDS PROGRAM

1. As part of this agreement, the Institution agrees to inform HESC on an annual basis if it will participate or not participate in the Enhanced Tuition Awards program (Program).
2. The Institution understands and agrees that the general provisions for Article 14 programs, contained in Exhibit A, Section 1 are applicable to the Program.

3. The Institution agrees to:

Annually submit an Enhanced Tuition Awards (ETA) Program Participation Form, prepared and transmitted by HESC to the Institution, indicating the Institution's decision to participate or not participate in the Program for the respective academic year.

Participating institutions are permitted, but not required, to cap the annual level of the institution's match commitment based on either a dollar threshold or maximum number of students and shall record the cap, if any, on the annual Enhanced Tuition Awards (ETA) Program Participation Form.

4. If the Institution chooses to participate in the Program, the Institution agrees:
 - a. to credit each Program recipient's remaining tuition expense in an amount equal to the recipient's award under the Program for the duration of the recipient's attendance at the Institution, so long as the recipient remains eligible to receive an annual award, regardless of whether the Institution subsequently elects to not participate in the Program in future years ("matching award"), unless the Institution is exempt from providing such matching award;
 - b. that the Institution shall comply with statutory Program matching award requirement;
 - c. that the tuition rate charged to Program recipients will not be increased for the duration of the time that such student receives an award regardless of whether the Institution subsequently elects to not participate in the Program in future years; and
 - d. to comply with all provisions of the statute, rules, regulations, policies and procedures relating to the Program, and these Standard Terms and Conditions of the Enhanced Tuition Award Program, as they are now in effect and as they may be amended in the future.

ATTACHMENT 2

**ENHANCED TUITION AWARDS (ETA) PROGRAM PARTICIPATION FORM
2018-2019 ACADEMIC YEAR**

This form is submitted on behalf of _____
("Institution"), a Private Degree Granting Institution of Higher Education with its primary
business location at: _____.

Pursuant to the terms of the Participation Agreement and the Enhanced Tuition Awards program
codified in Education Law, section 667-d and 8 NYCRR 2201.19, the Institution states the
following:

1. For the 2018-19 academic year, the Institution:
 - a. Elects to participate in the Program: _____ (If checked must complete
question 2 and 3)
 - b. Elects to opt out of the Program: _____

If the Institution chooses to participate in the Program for the 2018-19 academic year, the
Institution is permitted, but is not required, to establish a cap on its participation based on a dollar
threshold or a maximum number of students.

2. For the 2018-19 academic year, the Institution:
 - a. will not put a cap on its participation: _____.
 - b. will provide a matching award, unless exempt, and not increase the tuition rate for
each Program recipient up to: \$_____.
 - c. will provide a matching award, unless exempt, and not increase the tuition rate for
each Program recipient up to: _____ students.
3. For the 2018-19 academic year:
 - a. The Financial Aid contact is _____ and his/her
email address is _____.
 - b. The Information Technology contact is _____
and his/her email address is _____.

The Institution has signed this Form through their authorized representative on the date set forth
after his or her name below. I affirm that I have authority to sign this document binding the
Institution named below.

Institution: _____

Signature: _____

Name: _____

Title: _____

Date: _____