

Agreement between University of North Dakota and Digital Learning Tree

This Agreement (the "Agreement") is made and entered into this 1st day of July, 2018 (the "Effective Date") by and between University of North Dakota ("University") having an office at Gustafson Hall Room 103, 3264 Campus Road Stop 9021, Grand Forks, ND 58202-9021, and Digital Learning Tree, Inc. ("DLT, Inc.") having an office at 78 Cannery Circle, Campbell, CA 95008.

WHEREAS, University offers college-level education courses to many, including teachers and educational leaders, with varying objectives, degree and non-degree;

WHEREAS, DLT, Inc. provides professional development training to educators and school leaders for the purpose of enhancing the educational growth of teachers and school administrators;

THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

DIGITAL LEARNING TREE, INC. PROFESSIONAL DEVELOPMENT GRADUATE CREDIT COURSES

University and DLT, Inc. propose to collaborate and partner to deliver online courses to teachers for professional development graduate credit (2900-level). University recognizes the quality of DLT, Inc. professional development online courses and agrees to award professional development graduate credit for such online courses once the student has successfully completed his or her required DLT, Inc. coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students professional development graduate credit (1 credit is 15 hours, 2 credits is 30 hours, 3 credits is 45 hours) for completion of each approved DLT, Inc. course (4 months in duration – no extensions granted). University and DLT, Inc. will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. DLT, Inc. will provide instructors of record to facilitate and grade coursework using the Satisfactory/Unsatisfactory system.

DLT will determine the appropriate content, subject matter, and materials and periodically update the course as needed. DLT will provide a summary of course evaluations and comments to University twice each year. DLT will facilitate and grade coursework using a Letter Grade or S/U.

University will enroll students, maintain records and databases, track lessons and grades and provide other customer service as needed. University will market the course using the standard marketing activities (web, printed summer brochure, email blasts, etc.).

TUITION AND FEE STRUCTURE

University will post and charge pricing for the UND approved courses, including DLT, Inc. and University fees. University will collect the total fee at www.educators.edu and pay DLT, Inc. its share on a monthly basis. These professional development graduate credits are subject to change by University, and any updated pricing will be appended to this agreement. Courses will be priced as follows (subject to change, as mentioned above):

One Professional Development Graduate Credit:

University:	\$ 65
DLT, Inc.:	\$ 90
TOTAL:	\$155/1 professional development graduate credit

Two Professional Development Graduate Credits:

University:	\$120
DLT, Inc.:	\$250
TOTAL:	\$370/2 professional development graduate credits

Three Professional Development Graduate Credits:

University:	\$180
DLT, Inc.:	\$300
TOTAL:	\$480/3 professional development graduate credits

REVENUE DISTRIBUTION

- i. University will collect and retain all payments received for the delivery of DLT, Inc. courses
- ii. University will issue a check to DLT, Inc. on a monthly basis for all payments received from UND students registered in DLT, Inc. courses
- iii. Refund requests for courses purchased will follow University policies

MARKETING

The courses will be marketed simultaneously by both University and DLT, Inc.

- i. University, as part of its customary marketing initiatives including, at University's own cost
 - a. Reference in direct marketing materials, including flyers distributed to local schools and districts
 - b. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
 - c. New course campaigns (Once a year)
 - d. Website presence
- ii. DLT, Inc., as part of its customary marketing projects at DLT, Inc.'s own cost

Both parties agree to allow the counterparty to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by DLT, Inc. pursuant to this clause is the UND "Flame"

logo. Both parties reserve the right to review and/or reject the marketing materials and activities offered under the terms of this Agreement.

DURATION AND TERMINATION

This Agreement may be terminated by either party upon written notice. This Agreement is in place through June 30, 2020 and will be reviewed at the end of each year. The effective date of any termination shall be one (1) month from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in a DLT, Inc. course will be permitted to complete the course for which they have registered and paid.

LIABILITY AND DEFAULT

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. The tort liability of the University shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Neither party shall be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. DLT, Inc. shall indemnify University against any and all third-party claims for infringement of copyright, trademark, or trade dress arising out of University's use of DLT, Inc.'s materials hereunder.

COPYRIGHTS

DLT, Inc. will maintain all of the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in DLT, Inc. courses.

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

DLT, Inc. represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by DLT, Inc. hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to DLT, Inc.; (b) appropriately licensed from one or more third-parties holding exclusive rights therein; or (c) used subject to a bona fide and good faith belief that an exception to third-party exclusive rights (e.g., fair use) applies, provided that such belief shall not negate any indemnification obligation imposed upon DLT, Inc. herein.

INSURANCE

Each party will maintain an amount of insurance that it determines to be adequate to cover any liabilities that may arise out of its performance of this Agreement. For its part, University's participation in the North Dakota risk management fund shall be deemed sufficient to comply with this paragraph.

NOTICES

Any official notice between the parties shall be in writing and addressed to the other party's administrative contact as follows:

UNIVERSITY

Lynette Krenelka, Ph.D.
Director
Office of Extended Learning
University of North Dakota
3264 Campus Road, Stop 9021
Grand Forks, ND 58202-9021
Fax: 701-777-4282
Phone: 701-777-4883
Email: lynette.krenelka@und.edu

DIGITAL LEARNING TREE, Inc.

Jim Knight
Vice President of Education
Digital Learning Tree
78 Cannery Circle
Campbell, CA 95008

Fax: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]



The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

Lynette M. Krenelka 5/23/18
Lynette M. Krenelka Date
Director
Office of Extended Learning

Glenn Moeckelmann 5/22/18
Glenn Moeckelmann Date
Chief Executive Officer
Digital Learning Tree, Inc.

T. DiLorenzo/MT 6/5/18
Tomas M. DiLorenzo Date
Provost and Vice President for Academic Affairs
University of North Dakota