

Agreement between University of North Dakota and Hoonuit, LLC

This Agreement (the "Agreement") is made and entered into this 1st day of November, 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 Hoonuit, LLC ("HT"), having an office at 15088 22nd Street NE, Little Falls, MN 56345.

WHEREAS, University approves professional development graduate credit and offers professional development graduate education courses to teachers and educational leaders, for lane change and relicensing.

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

AND WHEREAS, University recognizes the quality of HT professional development online courses.

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

HOONUIT PROFESSIONAL DEVELOPMENT GRADUATE CREDIT COURSES

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

University will provide to fully paid students one, two or three professional development graduate credits (15, 30 or 45 hour course) for completion of each approved HT course (4 months maximum in duration – no extensions granted). University and HT will have the option to alter this credit/course-hour structure upon mutual agreement of both parties. HT will provide instructors of record to facilitate and grade coursework using S/U or Letter Grade.

TUITION AND FEE STRUCTURE

University will post and charge tuition for the UND-approved courses, including HT and University fees. University will pay HT its share as earned on a monthly basis. HT cannot release a student's final grade until payment has been received. Professional development graduate credits are subject to approval by University, and any updated pricing will be by mutual agreement of the parties. Courses will be priced as follows (subject to change as mentioned above):

One Professional Development Graduate Credit:

| | |
|------------------------------------|---------------|
| University share (including fees): | \$ 65 |
| HT share: | <u>\$ 234</u> |
| TOTAL: | \$ 299 |

MARKETING

The courses will be marketed simultaneously by both University and HT.

- i. University, as part of its customary marketing initiatives, at University's own cost will:
 - a. Reference in direct marketing materials, including brochures (Fall and Spring) distributed to local schools and districts.
 - b. Send emails to past participants, educators and administrators at least 10 times a year.
 - c. Promote a website presence (<https://und.edu/academics/development/educators/index.html>), which will also include appearance in the University's digital marketing campaigns.

Both parties agree to allow one another to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by HT pursuant to this clause is the UND "Flame" logo (found online at UND.edu/identity).

The University reserves the right to review and/or reject marketing materials and activities offered under the terms of this Agreement, including without limitation the use of the other party's name, logo(s), and trademark(s), and a party shall cease such use upon receipt of notice that such use is not acceptable to the other party.

DURATION AND TERMINATION

This Agreement may be terminated by either party, upon written notice. This agreement will be in place through June 30, 2020 and reviewed annually by June 30. 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 an HT course will be permitted to complete the course for which they have registered and paid. All fees due to HT must be paid in full prior to the end of the contract.

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. HT 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 HT's materials hereunder.

COPYRIGHTS

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

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

HT represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by HT hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to HT; (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 HT 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.
University of North Dakota
3264 Campus Road, Stop 9021
Grand Forks, ND 58202-9021
Phone: 701-777-4883

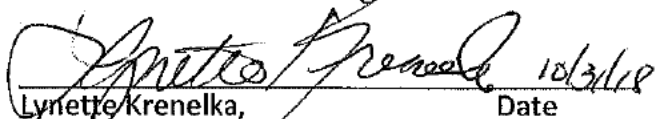
Email: lynette.krenelka@und.edu

Hoonuit, LLC

Clay Anderson
Hoonuit, LLC
15088 22nd St. NE
Little Falls, MN 56345
Phone: [REDACTED]

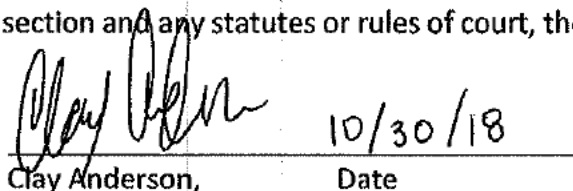
Email: [REDACTED]

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.



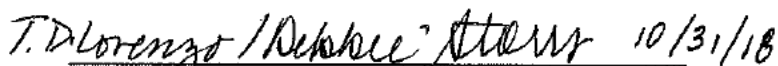
Date

Lynette Krenelka,
Executive Director
Teaching Transformation and Development Academy
Director, Office of Extended Learning



Date

Clay Anderson,
Chief Financial Officer
Hoonuit, LLC



Date

Thomas M DiLorenzo,
Vice President for Academic Affair and Provost
University of North Dakota