

**ADDENDUM
to
DISTANCE EDUCATION AGREEMENT**

THIS ADDENDUM to the Distance Education Agreement (the "Agreement" of April 14, 2014) is dated July 28, 2015 and is between All Campus, LLC, a Delaware limited liability company ("Company") and the University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of the University of Florida, College of the Arts ("University"). Capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement.

The parties hereby agree as follows:

1. Company Services in Exhibit A shall be amended to:

Service Offering	Yes/N
a. Marketing	Yes
b. Recruitment	Yes (New)
c. Retention	Yes
d. Faculty Support	No
e. Instructional Services and Related Support	No

2. Company Distribution in Exhibit A shall be amended to: Thirty-eight and one-half percent (38.5%) beginning with the Fall 2015 Semester.
3. Steering Committee Designees shall be amended to:
 - a. For the University:

Brian K. Marchman, Director, Distance Learning
Jill Sonke, Director of Center for Arts in Medicine
Dylan Klempner, Graduate Program Advisor
 - b. For the Company:

Joseph Diamond, CEO
James Wallace, VP Enrollment Services
Megan Karn, Director of Client Services
4. The provisions of this Addendum supersede any and all inconsistent provisions in the Agreement. All other provisions of the Agreement remain in full force and effect.
5. This Addendum may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures to this Addendum that are transmitted electronically (*i.e.*, via e-mail or facsimile) shall be binding.

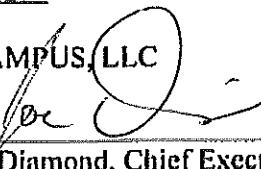
[Signatures begin on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, with effect as set out above.

COMPANY:

ALL CAMPUS, LLC

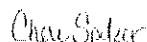
By:

 12/4/15
Joe Diamond, Chief Executive Officer

UNIVERSITY:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By.



cspitzer@ufl.edu
cn=cspitzer@ufl.edu
2015.11.24 11:06:08 -05'00'

Director of Purchasing, University of Florida Cheri Spitzer Purchasing Coordinator I

Acknowledged:


W. Andrew McCollough
Associate Provost

Date: 11


Linda Lavelli
Dean College of The Arts

Date: 15

DISTANCE EDUCATION AGREEMENT
For-Credit Program

THIS AGREEMENT is entered into as of January 22, 2013, (the "Effective Date") between All Campus, LLC a Delaware Limited Liability Company ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the University of Florida Department of Family, Youth and Community Science ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to market and promote electronic academic programs to students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means those individual courses offering designed to fulfill a particular set of learning objectives as listed in Exhibit A.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Course instruction.

H. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

I. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

J. "Party" or "Parties" means either the Company or the University or collectively the Company and the University.

K. "Program Term Sheet" means the form that specifies the terms for the Distance Courses as provided on Exhibit A.

L. "Steering Committee" means the committee of Company and University representatives established pursuant to Section III.C.

M. "Students" means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

N. "Term" means the time period defined in Section VIII.A. of this Agreement.

O. "University Material" means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Courses (see Exhibit A). All Distance Courses will be hosted on the University's systems, fully compatible with the University's Sakai implementation.

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan for the Distance Courses, subject to Section III.E.

2. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. Regulatory Assessment. The Company shall assess and report to the University its good-faith determination of the regulatory requirements applicable to the Distance Courses and Company's assistance in connection therewith, including, as relates to state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Courses. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff.

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Courses.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the University Material or Company Material (as applicable), whether as part of Distance Courses or otherwise. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees and Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Course, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party. The obligation set forth in this Section F(1) shall survive any termination of this Agreement.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other

Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA").

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for four (4) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term").

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (1) by mutual consent of the Parties; (2) upon sixty (60) days' advance written notice by one Party if the other Party commits a material breach of this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Course during the agreed period of time following first student enrollment. The parties shall mutually determine a minimum number of Students and a corresponding period of time in Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or

limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform for-profit educational services or work with a for-profit educational institution to provide services for programs materially similar to the Distance Courses; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall promptly inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board; provided, however, that the University shall have ninety (90) days following its receipt of notice of such Change of Control, if any, to exercise such termination option and, to the extent University does so, such termination shall be deemed effective at the end of such ninety (90) day period.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits required by law in connection with the services contemplated hereunder. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other items of value, were offered or given by the Company or any agent or representative of the Company to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Agreement. If this Agreement is canceled by the University pursuant to this provision, University may, in addition to any other rights and remedies, recover or withhold the amount of the cost incurred by Company in providing those gratuities.

4. The University may immediately cancel this Agreement without further obligation on the part of the University if sufficient appropriated funding is unavailable to assure full performance of the terms. The University shall notify Company in writing of the non-appropriation as soon as reasonably possible. No penalty accrues to the University if this cancellation

provision is exercised. This cancellation provision does not permit the University to terminate this Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement if the University determines that the Company has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Company of any public procurement unit or other governmental body.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given,

offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the Company's reasonable opinion any of the University Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the University shall at its own expense and option: (a) procure the right for the Company to continue using the University Material; (b) replace the University Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the University Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The University shall notify the Company if none of the foregoing options is

economically feasible, and the Company may terminate the Distance Course that is impacted by the infringement.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the University's reasonable opinion any of the Company Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the Company shall at its own expense and option: (a) procure the right for the University to continue using the Company Material; (b) replace the Company Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the Company Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The Company shall notify the University if none of the foregoing options is economically feasible, and the University shall be entitled to terminate the Distance Course that is impacted by the infringement.

3. Company Indemnification. The Company shall defend, indemnify and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, and the Florida Board of Governors, their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Company, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement. Nothing in this Agreement (a) denies the Company any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes and related case law.

X. MANDATORY TERMS

A. The University is not bound by the actions of Company with respect to third parties. The Company is not a division or agent of the University

B. The Company agrees that in the performance of this Agreement, neither the Company nor any employee of the Company shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement. The University reserves the right to request a copy of the Company's Drug Free Workplace Policy. The Company further agrees to insert a provision similar to this statement in all subcontracts for services under this Agreement.

C. State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. The Company commits to the following:

1. The provisions of Executive Order 11246, "Equal Employment Opportunity," September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to this Agreement.

2. The Company has attached a complete certificate of non-segregated facilities to its proposal response.

3. If the Company expects to receive \$50,000 in orders during the first 12 months of this Agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

4. If the Company expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Company, subject to review upon request by the University.

5. The Company is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses, and permits, as they may apply to any matter under this Agreement. The Company must demonstrate that it is duly licensed by applicable regulatory bodies during the performance of this Agreement. Prior to the commencement of this Agreement, the Company shall provide evidence of licensing as may be requested by the University. Company shall, at no expense to the University, procure and keep in force during the entire period of this Agreement all applicable permits and licenses.

6. All books, accounts, reports, files and other records of Company that relate to this Agreement are subject at all reasonable times to inspection and audit by the University.

7. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. Company and Company's subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. If the University reasonably determines that any person under the control of the Company has committed an act of sexual harassment, the Company shall cause that person to be removed from the project site and from University premises and take other action as may be reasonably necessary to cause the sexual harassment to cease.

8. University is an equal opportunity institution and encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Company base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Company Diversity, 352-392-0380.

9. All facilities of University of Florida are smoke free. Tobacco use is not permitted inside University buildings or within fifty (50) feet of doorways and air intakes. The Company covenants that it will respect and fully comply with the University's tobacco free policy.

10. The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, the Company covenants that it will engage in both waste recycling and the initial purchase of products containing recycled content.

11. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

12. Company shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Agreement.

13. Company is solely responsible for keeping itself fully informed of, requiring its subcontractors and agents to comply with, and faithfully observing all laws, ordinances, and

regulations. The Company further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Company or any subcontractors to comply with the provisions of any and all applicable laws

14. The Company shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Company should contact Transportation and Parking Services at 352-392-2241.

15. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. Unless otherwise stated herein, the payment terms for this Agreement are net thirty (30) days. COMPANY OMBUDSMAN: The University's Company ombudsman whose duties include acting as an advocate for Company may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241

16. The University will normally only consider price changes at the end of one Agreement period and the beginning of another. The University will not approve unsupported price increases that merely increase the gross profitability of the Company at the expense of the University. Price change requests shall be a factor in this Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

17. No trade usage, prior course of dealings, or course of performance under other agreements may be used in the interpretation or construction of this Agreement.

18. It is expressly understood and agreed that any articles which are the subject of or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with that corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.

19. A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Company, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted list; a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

20. This Agreement may be unilaterally canceled for refusal by the Company to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S. and made or received by the Company in conjunction with this Agreement.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
211 West Wacker Drive Suite 900 Chicago, IL 60606	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: Joe Diamond	Attention: Andrew McCollough, Associate Provost

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section XI.I. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

All Campus, LLC

By: Joe Deal
Print Name: Joe Deal
Title: CEO
Date: 2/6/13

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

By: Lisa S. Deal
Lisa S. Deal
Director of Purchasing, Division of Finance
and Accounting

Date: 1/23/13

Approved: By: W. Andrew (Andy) McCollough
W. Andrew (Andy) McCollough
Associate Provost for

Date: 1/17/13
Teresa Balser
Teresa Balser
Dean
College of Agricultural and Life Sciences
Date: 1/16/13

EXHIBIT A
PROGRAM TERM SHEET

All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. Distance Learning Program, Master of Science in Family, Youth and Community Sciences.

Distance Learning Program, Certificate in Nonprofit Organizational Leadership for the Family, Youth and Community Sciences Department

Certificate in Personal and Family Financial Planning for the Family, Youth and Community Sciences Department

Responsibilities of Company.

Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan for the Distance Courses, subject to Section III.E.

Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

2. Effective Date January 22, 2013.

3. Enrollment Term: New students may enter these Distance Courses for the Spring, Summer and Fall academic terms.

4. Steering Committee Designees

a. For the University:

- o Elizabeth Bolton, Chair FYCS Department
- o Victor Harris, Faculty Member FYCS
- o Mike Gutter, Faculty Member FYCS

b. For the Company:

- o Joe Diamond, CEO All Campus
- o Kyle Shea, EVP Revenue All Campus
- o Phil Waitzman, SVP Strategic Partnerships and Enrollment

5. Company Distribution: thirty six per cent (36%).

6. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, each Distance Course is subject to termination if at least thirty (30) Students are not enrolled from the Agreement's Effective Date through the May 2014 Summer Session.

DISTANCE EDUCATION AGREEMENT
For-Credit Courses

THIS AGREEMENT is entered into as of April 14, 2014, (the "Effective Date") between All Campus, LLC a Delaware Limited Liability Company ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the University of Florida College of Health and Human Performance.

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to market and promote electronic academic programs to students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means those individual course offerings designed to fulfill a particular set of learning objectives as listed in Exhibit A.5.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Course instruction.

H. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

I. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

J. "Party" or "Parties" means either the Company or the University or collectively the Company and the University.

K. "Program Term Sheet" means the form that specifies the terms for the Distance Courses as provided on Exhibit A.

L. "Steering Committee" means the committee of Company and University representatives established pursuant to Section III.C.

M. "Students" means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

N. "Term" means the time period defined in Section VIII.A. of this Agreement.

O. **University Material** means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Courses (see Exhibit A). All Distance Courses will be hosted on the University's systems, fully compatible with the University's Sakai implementation.

A. Responsibilities of Company

1. **Marketing**. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan for the Distance Courses, subject to Section III.E.

2. **Student Recruitment**. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. **Student Retention**. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. **Regulatory Assessment**. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University

1. **Curriculum and Content**. University has sole discretionary control over the academic curriculum and course content for the Distance Courses. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. **Admission and Registration of Students**. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. **Granting Credits, Certificates, and Degrees**. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses.

C. Steering Committee

1. **Purpose**. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Courses.

2. **Members.** The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. **Meetings.**

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. **Licenses**

1. **University Material.** The University hereby grants to the Company for the Term a worldwide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. **Company Material.** The Company hereby grants to the University for the Term, a worldwide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. **Necessary Acts; Further Assurances.**

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the University Material or Company Material (as applicable), whether as part of Distance Courses or otherwise. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. **University Trademarks.**

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. **Fees and Distributions**

1. **Distribution of Instructional Fees.** Within thirty (30) days after the published drop/add date for the Distance Course, the University shall report Student enrollments to the Company. The Company

shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party. The obligation set forth in this Section F(1) shall survive any termination of this Agreement.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA").

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term").

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (1) by mutual consent of the Parties; (2) upon sixty (60) days' advance written notice by one Party if the other Party commits a material breach of this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Course during the agreed period of time following first student enrollment. The parties shall mutually determine a minimum number of Students and a corresponding period of time in Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform for-profit educational services or work with a for-profit educational institution to provide services for programs materially similar to the Distance Courses; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall promptly inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board; provided, however, that the University shall have ninety (90) days following its receipt of notice of such Change of Control, if any, to exercise such termination option and, to the extent University does so, such termination shall be deemed effective at the end of such ninety (90) day period.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits required by law in connection with the services contemplated hereunder. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other items of value, were offered or given by the Company or any agent or representative of the Company to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Agreement. If this Agreement is canceled by the University pursuant to this provision, University may, in addition to any other

rights and remedies, recover or withhold the amount of the cost incurred by Company in providing those gratuities.

4. The University may immediately cancel this Agreement without further obligation on the part of the University if sufficient appropriated funding is unavailable to assure full performance of the terms. The University shall notify Company in writing of the non-appropriation as soon as reasonably possible. No penalty accrues to the University if this cancellation provision is exercised. This cancellation provision does not permit the University to terminate this Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement if the University determines that the Company has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Company of any public procurement unit or other governmental body.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount,

trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. **False Statements.** Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. **LIABILITY; INDEMNIFICATION**

A. **Limitation of Liability.** Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the Company's reasonable opinion any of the University Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the University shall at its own expense and option: (a) procure the right for the Company to continue using the University Material; (b) replace the University Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the University Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The University shall notify the Company if none of the foregoing options is economically feasible, and the Company may terminate the Distance Course that is impacted by the infringement.

2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the University's reasonable opinion any of the Company Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the Company shall at its own expense and option: (a) procure the right for the University to continue using the Company Material; (b) replace the Company Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the Company Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The Company shall notify the University if none of the foregoing options is

economically feasible, and the University shall be entitled to terminate the Distance Course that is impacted by the infringement.

3. **Company Indemnification.** The Company shall defend, indemnify and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, and the Florida Board of Governors, their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Company, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement. Nothing in this Agreement (a) denies the Company any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes and related case law.

X. MANDATORY TERMS

A. The University is not bound by the actions of Company with respect to third parties. The Company is not a division or agent of the University

B. The Company agrees that in the performance of this Agreement, neither the Company nor any employee of the Company shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement. The University reserves the right to request a copy of the Company's Drug Free Workplace Policy. The Company further agrees to insert a provision similar to this statement in all subcontracts for services under this Agreement.

C. State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. The Company commits to the following:

1. The provisions of Executive Order 11246, "Equal Employment Opportunity," September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to this Agreement.

2. The Company has attached a complete certificate of non-segregated facilities to its proposal response.

3. If the Company expects to receive \$50,000 in orders during the first 12 months of this Agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

4. If the Company expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Company, subject to review upon request by the University.

5. The Company is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses, and permits, as they may apply to any matter under this Agreement. The Company must demonstrate that it is duly licensed by applicable regulatory bodies during the performance of this Agreement. Prior to the commencement of this Agreement, the Company shall provide evidence of licensing as may be requested by the University. Company shall, at no expense to the University, procure and keep in force during the entire period of this Agreement all applicable permits and licenses.

6. All books, accounts, reports, files and other records of Company that relate to this Agreement are subject at all reasonable times to inspection and audit by the University.

7. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working

environment for University employees, or a hostile or offensive academic environment for University students. Company and Company's subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. If the University reasonably determines that any person under the control of the Company has committed an act of sexual harassment, the Company shall cause that person to be removed from the project site and from University premises and take other action as may be reasonably necessary to cause the sexual harassment to cease.

8. University is an equal opportunity institution and encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Company base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business g contact Faylene Welcome, Director of Small Business and Company Diversity, 352-392-0380.

9. All facilities of University of Florida are smoke free. Tobacco use is not permitted inside University buildings or within fifty (50) feet of doorways and air intakes. The Company covenants that it will respect and fully comply with the University's tobacco free policy.

10. The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, the Company covenants that it will engage in both waste recycling and the initial purchase of products containing recycled content.

11. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

12. Company shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Agreement.

13. Company is solely responsible for keeping itself fully informed of, requiring its subcontractors and agents to comply with, and faithfully observing all laws, ordinances, and regulations. The Company further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Company or any subcontractors to comply with the provisions of any and all applicable laws

14. The Company shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Company should contact Transportation and Parking Services at 352-392-2241.

15. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. Unless otherwise stated herein, the payment terms for this Agreement are net thirty (30) days. COMPANY OMBUDSMAN: The University's Company ombudsman whose duties include acting as an advocate for Company may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241

16. The University will normally only consider price changes at the end of one Agreement period and the beginning of another. The University will not approve unsupported price increases that merely increase the gross profitability of the Company at the expense of the University. Price change requests shall be a factor in this Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

17. No trade usage, prior course of dealings, or course of performance under other agreements may be used in the interpretation or construction of this Agreement.

18. It is expressly understood and agreed that any articles which are the subject of or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be

substituted for this agency insofar as dealings with that corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.

19. A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Company, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted list; a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

20. This Agreement may be unilaterally canceled for refusal by the Company to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S. and made or received by the Company in conjunction with this Agreement.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
211 West Wacker Drive Suite 900 Chicago, IL 60606	Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: Joe Diamond	

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. **Modifications and Waiver.** The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. **Force Majeure.** If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section XI.I. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

All Campus, LLC

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____

By: _____

Print Name: _____

Taylor McKellips

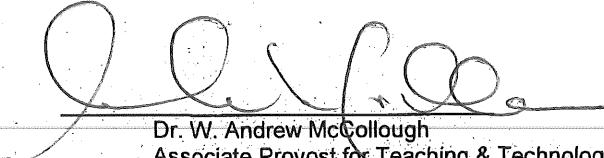
Purchasing Coordinator, Purchasing Services

Title: _____

Date: 6/19/2014

Date: _____

Approved: By:



Dr. W. Andrew McCollough
Associate Provost for Teaching & Technology

Date: 6/2/14



Michael Reid
Dean, College of Health and Human
Performance

Date: 04/23/2014

EXHIBIT A
PROGRAM TERM SHEET

All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **Distance Learning Online Graduate Program:**
 - a. Masters in Sports Management

2. **Effective Date:** April 14, 2014

3. **Enrollment Term:** New students may enter these Distance Courses for the Spring, Summer and Fall academic terms.

4. **Steering Committee Designees**

- a. **For the University:**

Michael Sargas, Chair and Professor, Tourism, Recreation and Sport Management

Trevor Bopp, Lecturer of Sport Management

Owen Beatty, Director of Online Education, College of Health and Human Performance

- b. **For the Company:**

Joe Diamond, CEO All Campus

Kyle Shea, EVP Revenue All Campus

Heather Shulick, EVP Marketing All Campus

5. **Distance Courses and Learning Objectives** for the MS in Sport Management include:

Required Courses (21 credit hours):

- HLP 6515 Evaluation Procedures in Health & Human Performance
- HLP 6535 Research Methods in Health and Human Performance
- SPM 5016 Sport Sociology
- SPM 5035 Sport Finance
- SPM 5506 Sport Marketing
- SPM 6158 Management and Leadership in Sport
- SPM 6726 Issues in Sport Law

Elective Courses (15 credit hours)

- SPM 5206 Sport Ethics
- SPM 6106 Management & Planning of Sport & Physical Activity Facilities
- SPM 6948 Advanced Practicum in Sport Management
- SPM 6905 Directed Independent Study
- SPM 6947 Graduate Internship in Sport Management

Student Learning Objectives for the MS in Sport Management
1. Identify, define and describe current key concepts and theories in sport management.
2. Critique critical issues in the sport industry and recommend appropriate and current research methods utilized within sport management.
3. Identify, compare and recommend sport business skills.
4. Illustrate professional behavior.

6. Company Distribution:

- a. 0%: For the first five (5) in-state (Florida residents) enrollees in a calendar year
- b. 29%: For in-state (Florida residents) enrollees beyond the first five (5) in a calendar year.
- c. 39%: For all out-of-state (non-Florida residents) enrollees

7. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Distance Program is subject to termination if at least fifty (50) Students are not enrolled from the Agreement's Effective Date through the May 2017 Summer Session.

DISTANCE EDUCATION AGREEMENT
For-Credit Courses

THIS AGREEMENT is entered into as of April 18, 2014, (the "Effective Date") between All Campus, LLC a Delaware Limited Liability Company ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the University of Florida Department of Psychiatry.

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to market and promote electronic academic graduate programs to students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's graduate courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means those individual courses within the Online Graduate Program, Masters of Addictions offering designed to fulfill a particular set of learning objectives as listed in Exhibit A.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Course instruction.

H. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

I. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

J. "Party" or "Parties" means either the Company or the University or collectively the Company and the University.

K. "Program Term Sheet" means the form that specifies the terms for the Distance Courses as provided on Exhibit A.

L. "Steering Committee" means the committee of Company and University representatives established pursuant to Section III.C.

M. "Students" means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A. of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Courses (see Exhibit A). All Distance Courses will be hosted on the University's systems, fully compatible with the University's Sakai implementation.

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan for the Distance Courses, subject to Section III.E.

2. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Courses. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff.

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Courses.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a worldwide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. Company Material. The Company hereby grants to the University for the Term, a worldwide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the University Material or Company Material (as applicable), whether as part of Distance Courses or otherwise. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees and Distributions

1. **Distribution of Instructional Fees.** Within thirty (30) days after the published drop/add date for the Distance Course, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party. The obligation set forth in this Section F(1) shall survive any termination of this Agreement.

2. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. **Funding.** Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. **Maintenance of Records.** The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. **Confidentiality.** Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. **Return of Confidential Information.** Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. **Survival.** The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA").

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term").

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (1) by mutual consent of the Parties; (2) upon sixty (60) days' advance written notice by one Party if the other Party commits a material breach of this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Course during the agreed period of time following first student enrollment. The parties shall mutually determine a minimum number of Students and a corresponding period of time in Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform for-profit educational services or work with a for-profit educational institution to provide services for programs materially similar to the Distance Courses; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall promptly inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board; provided, however, that the University shall have ninety (90) days following its receipt of notice of such Change of Control, if any, to exercise such termination option and, to the extent University does so, such termination shall be deemed effective at the end of such ninety (90) day period.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits required by law in connection with the services contemplated hereunder. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other items of value,

were offered or given by the Company or any agent or representative of the Company to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Agreement. If this Agreement is canceled by the University pursuant to this provision, University may, in addition to any other rights and remedies, recover or withhold the amount of the cost incurred by Company in providing those gratuities.

4. The University may immediately cancel this Agreement without further obligation on the part of the University if sufficient appropriated funding is unavailable to assure full performance of the terms. The University shall notify Company in writing of the non-appropriation as soon as reasonably possible. No penalty accrues to the University if this cancellation provision is exercised. This cancellation provision does not permit the University to terminate this Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement if the University determines that the Company has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Company of any public procurement unit or other governmental body.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. **Certification.** The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. **False Statements.** Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. **University Warranties.**

1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. **LIABILITY; INDEMNIFICATION**

A. **Limitation of Liability.** Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the Company's reasonable opinion any of the University Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the University shall at its own expense and option: (a) procure the right for the Company to continue using the University Material; (b) replace the University Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the University Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The University shall notify the Company if none of the foregoing options is economically feasible, and the Company may terminate the Distance Course that is impacted by the infringement.

2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the University's reasonable opinion any of the Company Material is, or is likely to infringe or otherwise violate a

third party's Intellectual Property Rights, the Company shall at its own expense and option: (a) procure the right for the University to continue using the Company Material; (b) replace the Company Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the Company Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The Company shall notify the University if none of the foregoing options is economically feasible, and the University shall be entitled to terminate the Distance Course that is impacted by the infringement.

3. Company Indemnification. The Company shall defend, indemnify and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, and the Florida Board of Governors, their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Company, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement. Nothing in this Agreement (a) denies the Company any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes and related case law.

X. MANDATORY TERMS

A. The University is not bound by the actions of Company with respect to third parties. The Company is not a division or agent of the University

B. The Company agrees that in the performance of this Agreement, neither the Company nor any employee of the Company shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement. The University reserves the right to request a copy of the Company's Drug Free Workplace Policy. The Company further agrees to insert a provision similar to this statement in all subcontracts for services under this Agreement.

C. State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. The Company commits to the following:

1. The provisions of Executive Order 11246, "Equal Employment Opportunity," September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to this Agreement.

2. The Company has attached a complete certificate of non-segregated facilities to its proposal response.

3. If the Company expects to receive \$50,000 in orders during the first 12 months of this Agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

4. If the Company expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Company, subject to review upon request by the University.

5. The Company is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses, and permits, as they may apply to any matter under this Agreement. The Company must demonstrate that it is duly licensed by applicable regulatory bodies during the performance of this Agreement. Prior to the commencement of this Agreement, the Company shall provide evidence of licensing as may be requested by the University. Company shall, at no expense to the University, procure and keep in force during the entire period of this Agreement all applicable permits and licenses.

6. All books, accounts, reports, files and other records of Company that relate to this Agreement are subject at all reasonable times to inspection and audit by the University.

7. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. Company and Company's subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. If the University reasonably determines that any person under the control of the Company has committed an act of sexual harassment, the Company shall cause that person to be removed from the project site and from University premises and take other action as may be reasonably necessary to cause the sexual harassment to cease.

8. University is an equal opportunity institution and encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Company base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business contact Faylene Welcome, Director of Small Business and Company Diversity, 352-392-0380.

9. All facilities of University of Florida are smoke free. Tobacco use is not permitted inside University buildings or within fifty (50) feet of doorways and air intakes. The Company covenants that it will respect and fully comply with the University's tobacco free policy.

10. The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, the Company covenants that it will engage in both waste recycling and the initial purchase of products containing recycled content.

11. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

12. Company shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Agreement.

13. Company is solely responsible for keeping itself fully informed of, requiring its subcontractors and agents to comply with, and faithfully observing all laws, ordinances, and regulations. The Company further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Company or any subcontractors to comply with the provisions of any and all applicable laws

14. The Company shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Company should contact Transportation and Parking Services at 352-392-2241.

15. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. Unless otherwise stated herein, the payment terms for this Agreement are net thirty (30) days. COMPANY OMBUDSMAN: The University's Company ombudsman whose duties include acting as an advocate for Company may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241

16. The University will normally only consider price changes at the end of one Agreement period and the beginning of another. The University will not approve unsupported price increases that merely increase the gross profitability of the Company at the expense of the University. Price change requests shall be a factor in this Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

17. No trade usage, prior course of dealings, or course of performance under other agreements may be used in the interpretation or construction of this Agreement.

18. It is expressly understood and agreed that any articles which are the subject of or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with that corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.

19. A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Company, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted list; a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

20. This Agreement may be unilaterally canceled for refusal by the Company to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S. and made or received by the Company in conjunction with this Agreement.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
211 West Wacker Drive Suite 900 Chicago, IL 60606	Tina Green, Administrative Assistant Department of Psychiatry 1329 SW 16 th Street, PO Box 103424 Gainesville, FL 32610
Attention: Joe Diamond	Attention: Dr. Andrew McCollough, Associate Provost for Teaching & Technology 333 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section XI.I. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

All Campus, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES



By: _____

Taylor McKellips
Purchasing Coordinator I

Date: 4/18/2014

Digitally signed by
tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2014.04.18 08:41:03 -04'00'

Approved: 

Dr. W. Andrew McCollough
Associate Provost for Teaching & Technology

Date: 4/22/14

Approved: _____

Michael L. Good, MD
Dean
College of Medicine

Date: _____

EXHIBIT A
PROGRAM TERM SHEET

All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **Distance Learning Program:** Online Graduate Program, Masters of Addictions and Recovery

2. **Effective Date**

3. **Enrollment Term:** New students may enter these Distance Courses for the Spring, Summer and Fall academic terms.

4. **Steering Committee Designees**

a. For the University: [enter the names and titles of three designees]

Joseph McNamara, Ph.D.
Czerne Reid, Ph.D.
Mitchell Hall, Administrative Service Coordinator

b. For the Company: [enter the titles of three designees]

Joe Diamond, CEO All Campus
Kyle Shea, EVP Revenue All Campus
Heather Shulick, EVP Marketing All Campus

5. **Company Distribution:** Forty Percent (40%) of Gross Revenue

6. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the distance program is subject to termination if at least thirty (30) Cumulative Students are not enrolled from the Agreement's Effective Date through the May 2016 Summer Session.

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of June 19, 2015 (the "Effective Date") between All Campus LLC, a Delaware Limited Liability Company ("Company") and the University Of Florida Board Of Trustees a public body corporate of the state of Florida for the benefit of the College of Fine Arts, ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.

K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.

N. “Enrollees” means a prospective student that submits a completed application package as a result of All Campus’s efforts, is officially admitted to and enrolled in the Distance Learning Program and who commences the Distance Learning program for which such prospective student enrolled.

O. “Term” means the time period defined in Section VIII.A of this Agreement.

P. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

I. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals.

Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

2. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for Students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are

required by this Agreement, subject to University's information security requirements and procedures.

5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. **Steering Committee**

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. **Meetings.**

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. **Licenses**

1. **University Material.** The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. **Company Material.** The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any

licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party. The obligation set forth in this Section F(1) shall survive any termination of this Agreement for up to three (3) years.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (1) by mutual consent of the Parties; (2) upon sixty (60) days' advance written notice by one Party if the other Party commits a material breach of this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on

the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a Change in Ownership in or Control of Company, in which case the Company shall immediately inform University of the change, and where within 24 months of such Change in Ownership or Control there is a substantial change in the personnel from the Company delivering the services to the University. For the purposes of clarity, if such a change in personnel does not happen within 24 months after a Change in Ownership or Control, the University shall not have a termination right under this section E(1)(f). "Change in Ownership or Control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement if it is discovered by the University that gratuities in the form of entertainment, gifts, or other items of value were offered or given by the Company or any agent or representative of the Company to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to performance of this Agreement. If this Agreement is terminated by the University pursuant to this provision, University may, in addition to any other rights and remedies, recover or withhold the amount of the cost incurred by Company in providing those gratuities.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement without further obligation on the part of the University if sufficient appropriated funding is unavailable to assure full performance of the terms. The University shall notify Company in writing of the non-appropriation as soon as reasonably possible. No penalty accrues to the University if this cancellation provision is exercised. This cancellation provision does not permit the University to terminate this Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement if the University determines that the Company has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Company of any public procurement unit or other governmental body.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and

c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. **False Statements.** Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. **University Warranties.**

1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. **LIABILITY; INDEMNIFICATION**

A. **Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the Company's reasonable opinion any of the

University Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the University may at its own expense and option: (a) procure the right for the Company to continue using the University Material; (b) replace the University Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the University Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The University shall notify the Company if none of the foregoing options is economically feasible, and the Company may terminate the Distance Course that is impacted by the infringement.

2. **Company Material**. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation of any third party's Intellectual Property Rights, or if in the University's reasonable opinion any of the Company Material is, or is likely to infringe or otherwise violate a third party's Intellectual Property Rights, the Company shall at its own expense and option: (a) procure the right for the University to continue using the Company Material; (b) replace the Company Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the Company Material to make it non-infringing while conforming to the applicable specifications required by this Agreement.

3. **Company Indemnification**. The Company shall defend, indemnify, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, and the Florida Board of Governors, their employees, agents, officers, trustees, and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Company, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement. Nothing in this Agreement (a) denies the Company any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes and related case law.

XI. MANDATORY TERMS

A. The University is not bound by the actions of Company with respect to third parties. The Company is not a division or agent of the University

B. The Company agrees that in the performance of this Agreement neither the Company nor any employee of the Company shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement. The University reserves the right to request a copy of the Company's Drug Free Workplace Policy. The Company further agrees to insert a provision similar to this statement in all subcontracts for services under this Agreement.

C. State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. The Company commits to the following:

1. The provisions of Executive Order 11246, "Equal Employment Opportunity," September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to this Agreement.

2. The Company has attached a complete certificate of non-segregated facilities to its proposal response.

3. If the Company expects to receive \$50,000 in orders during the first 12 months of this Agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

4. If the Company expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Company, subject to review upon request by the University.

5. The Company is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses, and permits, as they may apply to any matter under this Agreement. The Company must demonstrate that it is duly licensed by applicable regulatory bodies during the performance of this Agreement. Prior to the commencement of this Agreement, the Company shall provide evidence of licensing as may be requested by the University. Company shall, at no expense to the University, procure and keep in force during the entire period of this Agreement all applicable permits and licenses.

6. All books, accounts, reports, files and other records of Company that relate to this Agreement are subject at all reasonable times to inspection and audit by the University.

7. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual

nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. Company and Company's subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. If the University reasonably determines that any person under the control of the Company has committed an act of sexual harassment, the Company shall cause that person to be removed from the project site and from University premises and take other action as may be reasonably necessary to cause the sexual harassment to cease.

8. University is an equal opportunity institution and encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Company base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Company Diversity, 352-392-0380.

9. The campuses and all facilities of University of Florida are smoke free. Tobacco use is not permitted inside University buildings or within fifty (50) feet of doorways and air intakes. The Company covenants that it will respect and fully comply with the University's tobacco free policy.

10. The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, the Company covenants that it will engage in both waste recycling and the initial purchase of products containing recycled content.

11. The Parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

12. Company shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Agreement.

13. Company is solely responsible for keeping itself fully informed of, requiring its subcontractors and agents to comply with, and faithfully observing all laws, ordinances, and regulations. The Company further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Company or any subcontractors to comply with the provisions of any and all applicable laws

14. The Company shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Company should contact Transportation and Parking Services at 352-392-2241.

15. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. Unless otherwise stated herein, the payment terms for this Agreement are net thirty (30) days. COMPANY OMBUDSMAN: The University's Company ombudsman whose duties include acting as an advocate for Company may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241

16. The University will normally only consider price changes at the end of one Agreement period and the beginning of another. The University will not approve unsupported price increases that merely increase the gross profitability of the Company at the expense of the University. Price change requests shall be a factor in this Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

17. No trade usage, prior course of dealings, or course of performance under other agreements may be used in the interpretation or construction of this Agreement.

18. It is expressly understood and agreed that any articles which are the subject of or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with that corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.

19. A person or affiliate who has been placed on the State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

20. This Agreement may be unilaterally canceled for refusal by the Company to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S. and made or received by the Company in conjunction with this Agreement.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
211 W Wacker, 9 th Floor Chicago, IL 60606	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: Joe Diamond	Attention: Provost

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (except through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. **Modifications and Waiver.** The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. **Force Majeure.** Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

ALL CAMPUS LLC

By: 

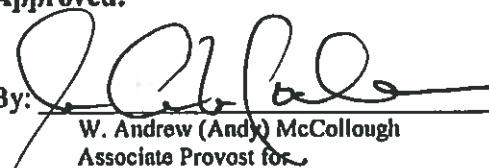
Print Name: Joe Diamond

Title: CEO

Date: 6/19/15

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Approved:

By: 
W. Andrew (Andy) McCollough
Associate Provost for
Teaching & Technology

Date: 6/23/15

By: 

Print Name: LUCINDA LOVELL

Title: Dean, College of THE ARTS

Date: 6/19/15

By: 

Print Name: Lawrence Scherffon

Title: Department Chair, College of
Associate Dean College of the Arts

Date: 19 June 2015

Cheri Spitzer 6-26-2015
Purchasing Coordinator II
University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, FL 32611-5250

EXHIBIT A
PROGRAM TERM SHEET

All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. Program: Online Graduate Program:

- a. Masters of Music Education

2. Company Services:

Service Offering	Yes/No
a. Marketing	YES
b. Recruitment	YES
c. Retention	YES
d. Faculty Support	NO
e. Instructional Services and Related Support	NO

3. Enrollment Term: New Students may enter these Distance Courses for the *[specify terms and years]* terms.

4. Steering Committee Designees

a. For the University: [enter the names and titles of three designees]

Edward Schaefer, Associate Dean & Professor of Music
William Bowe, Professor of Music & Director of online MMEd program
Phelley LePoche, Asst. Director of Distance Ed programs in COTA

b. For the Company: [enter the titles of three designees]

- 1. Joe Diamond, CEO All Campus
- 2. Kyle Shea, EVP Revenue All Campus
- 3. Heather Shulick, EVP Marketing All Campus

5. Company Distribution: Forty per cent (40%).

6. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if there are not seventy (70) Enrollees in the Program by the sixth enrollment period, Fall 2017.

ADDENDUM
to
DISTANCE EDUCATION AGREEMENT

THIS ADDENDUM to the Distance Education Agreement (the "Agreement") is dated January 22, 2013 and is between All Campus, LLC, a Delaware limited liability company ("Company") and the University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of the University of Florida Department of Family, Youth and Community Science ("University"). Capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement.

The parties hereby agree as follows:

1. The Company may from time to time offer tuition discounts to prospective students. The expected discount to the listed tuition price will not exceed 15%. Such discounts, if any, shall be at a cost to the Company and will be deducted from the calculation of the applicable Instructional Fees for purposes of calculating the Company Distribution to be paid to the Company.
2. The provisions of this Addendum supersede any and all inconsistent provisions in the Agreement. All other provisions of the Agreement remain in full force and effect.
3. This Addendum may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures to this Addendum that are transmitted electronically (*i.e.*, via e-mail or facsimile) shall be binding.

[Signatures begin on the next page]

[Signature Page to Addendum]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, with effect as set out above.

COMPANY:

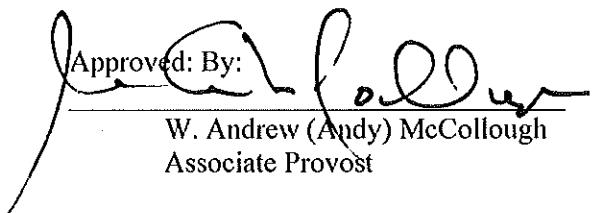
ALL CAMPUS, LLC

By: _____
Joe Diamond, Chief Executive Officer

UNIVERSITY:

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

By: _____
Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Approved: By: 
W. Andrew (Andy) McCollough
Associate Provost

Date: 1/9/14

Teresa Balser
Dean
College of Agricultural and Life Sciences

Date: _____

ADDENDUM
to
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[Signatures begin on the next page]

[Signature Page to Addendum]

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COMPANY:

ALL CAMPUS, LLC

By:


Joe Diamond, Chief Executive Officer

UNIVERSITY:

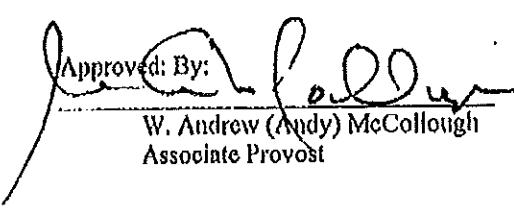
UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

By:


Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Digitally signed by
lmczellps@ufl.edu
DN: cn=lmczellps@ufl.edu
Date: 2014.01.28 16:10:07 -05'00'

Approved: By:


W. Andrew (Andy) McCollough
Associate Provost

Date: 1/9/14


Elaine Turner
Interim Dean
College of Agricultural and Life Sciences

Date: 1-29-14