



Agreement between
Office of Extended Learning
University of North Dakota
Institute for Graduate Studies

This Agreement (the "Agreement") is made and entered into this 31st day of August, 2022 (the "Effective Date") by and between Office of Extended Learning ("OEL") having an office at O'Kelly Hall Room 300, 221 Centennial Drive Stop 9021, Grand Forks, ND 58202-9021, and Institute for Graduate Studies ("IGS") having an office at 2220 Glenwood Circle, Colorado Springs, CO 80909.

WHEREAS, OEL offers attached credit and collects all money for credit and administrative fees.

WHEREAS, IGS submits quality professional development for review by the OEL.

THEREFORE, in consideration of the promises set forth herein, the parties agree as follows for Professional Development for Educators.

Responsibilities and Obligations. The following include responsibilities and obligations for each party:

Office of Extended Learning will:

- Ensure all professional development is reviewed and approved for Professional Development for Educators, 2900-level graduate professional development credit.
- Charge a credit and processing fee of \$60.00 per credit to be kept by OEL.

Institute for Graduate Studies will:

- Submit quality professional development for review by OEL.
- Process and send registrations and payment to UND promptly.

REVENUE DISTRIBUTION

- i. OEL will collect and retain all credit and processing fees received for registrations for IGS courses.

DURATION, RENEWAL, AND TERMINATION

This Agreement is in place until December 31, 2022. This Agreement may be terminated by either party upon written notice. The effective date of any termination shall be two (2) months from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in an IGS course will be permitted to complete the course for which they have registered and paid. All fees due to IGS must be paid in full prior to the end of the contract.

LIABILITY AND DEFAULT

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

COPYRIGHTS

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

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

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

INSURANCE

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

NOTICES

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

UNIVERSITY

Lynette Krenelka, Ph.D.
Executive Director, TTaDA
Office of Extended Learning
University of North Dakota
221 Centennial Drive, Stop 9021
Grand Forks, ND 58202-9021
Fax: 701-777-4282
Phone: 701-777-4883
Email: lynette.krenelka@UND.edu

Institute for Graduate Studies

Sherry R. Mills
Director of Operations and Registration
Institute for Graduate Studies
2220 Glenwood Circle
Colorado Springs, CO 80909
Fax: 719-638-6153
Phone: [REDACTED]
Email: [REDACTED]

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

Dr. Lynette M. Krenelka Date
Executive Director, TTaDA
University of North Dakota

Sherry R. Mills Date
Director of Operations and Registration
Institute for Graduate Studies

Dr. Jeffrey Holm, Vice Provost Date
Strategic Programming & Special Initiatives
University of North Dakota