



**Agreement between  
University of North Dakota and Taxila Education Group Limited**

This Agreement (the "Agreement") is made and entered into this 1st day of July, 2021 (the "Effective Date") by and between University of North Dakota ("University") having an office at O'Kelly Hall Room 300, 221 Centennial Drive, Stop 9021, Grand Forks, ND 58202-9021, and Taxila Education Group Limited ("TEGL"), doing business as Taxila School of Education, having an office at Sa-59, Kywe Ser Kan 7th Street, Pyi Gyi Tagon Township, Mandalay, Mandalay, Myanmar 05051.

WHEREAS, University offers graduate professional development courses to many, including teachers and educational leaders, with varying objectives, degree and non-degree;

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

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

***GRADUATE PROFESSIONAL DEVELOPMENT CREDIT COURSES***

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

University will provide to fully paid students one – three graduate professional development credits (15-45-hour courses) for completion of each approved TEGL course. University and TEGL will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. TEGL will provide qualified instructors – to appropriate courses - to facilitate and grade coursework using the letter grading system.

TEGL will determine the appropriate content, subject matter, and materials and periodically update the course as needed. TEGL will provide access to course evaluations and comments to University. TEGL will facilitate and grade coursework using letter grading.

### ***TUITION AND FEE STRUCTURE***

TEGL will collect the total fee and pay UND its share on a monthly basis, as incurred. These graduate professional development credits are subject to change by University, and any updated pricing will be appended to this agreement. Current pricing for courses will be (subject to change, as mentioned above)

One Graduate Professional Development Credit:

University:	\$50.00
TEGL:	\$150.00
Total:	\$200.00

Two Graduate Professional Development Credits:

University:	\$100.00
TEGL:	\$300.00
Total:	\$400.00

Three Graduate Professional Development Credits:

University:	\$150.00
TEGL:	\$450.00
Total:	\$600.00

Wholesale prices assigned by TEGL and University prices are subject to change.

### ***REVENUE DISTRIBUTION***

- i. TEGL will collect and retain all payments received for UND's registrations in TEGL courses.
- ii. TEGL will issue payment to University on a monthly basis for all payments received from Myanmar students registered in TEGL courses, as incurred.
- iii. Refund requests for courses purchased will follow TEGL's close of roster timeline.

### ***MARKETING***

The courses may be marketed by TEGL

- i. TEGL, as part of its customary marketing projects, at TEGL's own cost

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

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

### ***DURATION AND TERMINATION***

This Agreement may be terminated by either party upon written notice. This Agreement is in place for two (2) years and will be reviewed at the end of each year. The effective date of any termination shall be one (1) months from the date of receipt of the notice by the other party. Upon termination, Myanmar students then currently enrolled in an TEGL course will be permitted to complete the course for which they have registered and paid.

***LIABILITY AND DEFAULT***

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

***RIGHTS, INCLUDING COPYRIGHTS***

TEGL will maintain all the right, title and interest in and to the courses being supplied hereunder and to the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in TEGL courses.

***WARRANTY OF ORIGINALITY, NON-INFRINGEMENT***

TEGL represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by TEGL hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to TEGL; (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 TEGL 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



### TEGL

Ye Pyae Thue (Eric)  
Managing Director  
TEGL  
Sa-59, Kywe Ser Kan 7<sup>th</sup> Street  
Pyi Gyi Tagon Township  
Mandalay, Mandalay, Myanmar  
Postal - 05051  
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.

DocuSigned by:

*Lynette Krenelka*

6/30/2021

809DA031AB847F

Lynette Krenelka, Ph.D.  
Executive Director, TTaDA  
Office of Extended Learning  
University of North Dakota

Date

DocuSigned by:

*Ye Pyae Thue*

6/30/2021

895EFC9B7444C3

Ye Pyae Thu (Eric)  
Managing Director  
TEGL

Date

DocuSigned by:

*Jeffrey Holm*

7/14/2021

81090DE2FC97469

Jeffrey Holm, Vice Provost  
Online Education & Strategic Planning  
Office of Academic Affairs  
University of North Dakota

Date