



MEMORANDUM OF UNDERSTANDING

between

Office of Extended Learning
University of North Dakota

And

UND College of Engineering and Mines
Effective Date April 12, 2021

Purpose. The purpose of this agreement is for the Office of Extended Learning for the delivery of non-credit, coding bootcamp courses via a third party vendor, Promineo Tech ("Course") between the Office of Extended Learning (OEL) the College of Engineering and Mines (CEM) at the University of North Dakota.

The Courses will be offered online.

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

OEL will:

- Work with Promineo Tech to offer the following coding bootcamp courses:
 - Back End Software Development
 - Front End Software Development
 - Data Engineering
- Work with Promineo Tech to promote and advertise said courses.
- Create a brochure for CEM to hand out to the companies they work with.

CEM will:

- Assist with marketing this course, including use of, listservs, mailing lists, to students, alumni and business contacts.

Compensation.

- OEL will pay CEM \$100 per student who registers and pays for one of the courses.

Copyrights and Intellectual Property. Each party shall retain all ownership rights in intellectual property created hereunder. Faculty grants an unlimited, perpetual, and royalty-free license to use the Course by the Office of Extended Learning for educational, research, and archival purposes, including but not necessarily limited to the right to copy, duplicate, distribute, and prepare derivative works thereof for promoting and advertising the Course. The Office of Extended Learning shall have the exclusive right to deliver the Course to students. Faculty

warrants that the Course content will be original and will not infringe the rights of any third-party, except insofar as the Course content incorporates third-party materials in which case Faculty shall at their own expense, procure and maintain all of the appropriate licenses and permissions in order to include such third-party materials in the Course for perpetuity. The provisions of this Section shall survive termination of the Agreement.

Duration and Termination.

- a. The term of this Agreement shall commence on the Effective Date and, unless terminated, shall continue until April 12, 2023 (the "Term").
- b. The agreement will be reviewed annually.
- c. This Agreement may be terminated by OEL, CEM or Faculty 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.

Liability and Indemnification. Each party shall be responsible for its own acts and omissions. 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.

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.

Miscellaneous.

- a. This Agreement shall be interpreted and enforced according to the laws of the State of North Dakota. In the event a lawsuit is initiated arising out of or related to this Agreement, such lawsuit shall be filed in the Northeast Central Judicial District Court of North Dakota.
- b. In addition to state and federal privacy laws concerning student information, this Agreement is subject to North Dakota's open records laws. In order to remain confidential, information concerning this Agreement must qualify for at least one exception to North Dakota's open records laws.
- c. This Agreement, together with any exhibits and appendices hereto, constitutes the entire agreement between the parties. There are no understandings, agreements, or representation, oral or written, not specified within this Agreement.
- d. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

- e. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
- f. Neither party may subcontract, assign or otherwise transfer or delegate any right or duty hereunder without the express written consent of the other party.
- g. Notice to the parties hereunder may be made in writing or by facsimile to the following:

If to Office of Extended Learning:


Lynette Krenelka, Ph.D., Executive Director
221 Centennial Drive Stop 9021
O'Kelly Room 320
Grand Forks, ND 58202

If to College of Engineering and Mines:

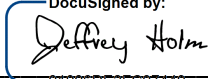
Brian M. Tande, PhD., Interim Dean
243 Centennial Dr. Stop 8155
Upson II Room 165
Grand Forks, ND 58202

"Notice" herein shall not supersede any statute or court rule pertaining to the notice of claims or service of legal process. In the event of a conflict between this subsection and any such statute or court rule, the statute or court rule shall govern.

Office of Extended Learning

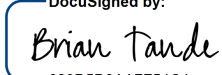
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By: 
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Lynette Krenelka, Executive Director
TTaDA

Date: 4/13/2021

DocuSigned by:
By: 
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Jeffrey Holm, Vice Provost
Online Education

Date: 4/13/2021

College of Engineering and Mines

DocuSigned by:
By: 
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Brian Tande, PhD, Dean
College of Engineering and Mines

Date: 4/13/2021



Promineo Education, LLC.
12211 W Bell Rd #107
Surprise, AZ 85378

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement for Non-Credit Courses ("Agreement") is between Promineo Education, LLC. ("Promineo"), a for-profit corporation doing business in the state of Arizona, located at 12211 W. Bell Rd. #107 Surprise, AZ 85378, and University of North Dakota ("College") a public institution of higher education and an instrumentality of the state of North Dakota organized under the constitution of the state, (collectively, the "Parties"), for the provision of certain educational services for non-credit courses within the State of North Dakota.

The Parties agree as follows:

1. **"Agreement"** means this Educational Services Agreement, any attachments to this Agreement, and each amendment to this Educational Services Agreement.
2. **Term.** This Agreement will be effective on the date that authorized representatives of both Parties have signed it and will expire on April 12, 2023 ("Term") unless terminated outline in Paragraph 7.
3. **Services and Materials Provided.**
 - 3.1. Promineo will provide courses and instruction ("Services"), for students registered through College ("Students") that wish to offer the courses ("Courses"). The Courses will be approved by the College and meet the College's curriculum standards for non-credit courses. The types of Courses that the College will offer through Promineo are generally described as Non-credit Information Technology.
 - 3.2. College will make the Courses available at its and other sites it may arrange including online or physical locations.
 - 3.3. Promineo will provide materials for each Course that meet the standards of the College where Promineo is teaching the Course.
 - 3.4. Promineo may publicize the Courses with the College's prior written approval. College will approve the means and content of any publicity, including the use of College's names and logos.
4. **Registration.**
 - 4.1 All Students must complete any College Non-Credit Student Application forms and comply with any college registration procedures prior to enrollment. Promineo will have access to the names and e-mail addresses of the Students.
5. **Course Fee.**
 - 5.1. Promineo and the College will mutually agree on the charges assessed to Students for each Course based on the type of Course. The course costs have been outlined to the college by Promineo in "Schedule B – Fees for Services".
 - 5.2. College collects the charges and pays Promineo based on the amount or calculation agreed upon by both parties.

Approved by Legal Counsel (SJ) 4-12-21

- 5.3. Charges for the Courses may increase for each year of the Term or Renewal Term of this Agreement, so long as the increases are reasonable and both parties agree.
- 5.4. Students will receive a full refund of all monies paid given they provide written notice to withdraw before the first day of class. After the program starts, Course charges are non-refundable.
- 5.5. College may require a minimum number of Students to enroll into a session of a Course before authorizing Promineo to teach it.
- 6. **Evaluation.** Promineo will control the substantive content of each Course it sponsors, subject to College's approval. The College may, at any time, evaluate the Courses provided by Promineo.
- 7. **Termination.**
 - 7.1. College may terminate its participation with Promineo at any time.
 - 7.2. Either party may terminate this Agreement by providing written notice to the other party 30 days before the termination date. Additionally, the College may terminate this Agreement immediately if funds for this Agreement become unavailable for its non-credit course program.
- 8. **Release.** University of North Dakota will not be liable to Promineo for the misuse by any Student of the Course materials.
- 9. **Insurance.** Promineo will adhere to any insurance requirements set forth by College.
- 10. **Nondiscrimination.** Promineo will comply with all applicable state and federal law, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination.
- 11. **Governing Law.** This Agreement will be governed by the laws of the State of North Dakota.
- 12. **Amendment.** The Parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.
- 13. **Use of College Logo or Name.** Promineo may use College's name or logo for the courses subject to this Agreement.
- 14. **Independent Contractor Certification.** Promineo certifies that it is an independent contractor. Promineo will be solely responsible for paying all applicable taxes and other governmental fees relating to its employees and contractors.
- 15. **Taxes.** Promineo will be solely responsible for paying any taxes or other charges associated with providing the Services.
- 16. **Student Financing.** Promineo Tech has a Private Student Financing Program Agreement with Climb Credit Inc. and Climb Investco, LLC. If a student chooses to finance their tuition via the lender, Promineo collects the charges and pays the college based on the amount or calculation agreed upon by both parties.

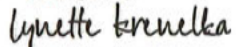
17. Exclusivity. Promineo Tech and The University of North Dakota have an interest to enter this agreement with exclusivity in the state of North Dakota. During the exclusivity period, Promineo Tech will not solicit, sell or promote any of the property listed within this agreement to any other colleges in the state of North Dakota. In turn, University of North Dakota will not solicit, sell or promote competing coding bootcamp providers that offer curriculum for Back End Software Development, Front End Software Development, Data Engineering programs, or related bootcamp programs. The University of North Dakota will be the sole provider of Promineo's Back End Software Development, Front End Software Development and Data Engineering programs for the duration of the exclusivity period. The exclusivity period shall begin on April 12th, 2021 and will conclude on April 12th, 2023, or until the date of Termination in accordance with Section 7 herein.

College
University of North Dakota

Contractor
Promineo Education, LLC.

Signature:

DocuSigned by:



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Lynette Krenelka

Dir of OEL & Exec Dir of
TTaDA

Date: 4/12/2021

Email: lynette.krenelka@und.edu

Signature:



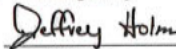
Name: Nick Suwyn
Title: President

Date: 4/12/2021

Email: 

Signature:

DocuSigned by:



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Jeffrey Holm

Vice Provost Online Education

Date: 4/12/2021

Email: jeffrey.holm@und.edu

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SCHEDULE A - STATEMENT OF WORK

This sets forth the objectives to be reached in accordance with the Agreement.

A. INDEPENDENT CONTACTOR Responsibilities:

- Provide instructors, instruction, including iteratively updated curricula, and online class materials for online/remote software developer courses. Includes slack support for students, weekly individual 30-minute mentoring sessions, office hours, grading and student feedback.
- Provide University of North Dakota branded Learning Management System.
- Assist University of North Dakota in developing appropriate marketing materials and landing page for application/registration, including screening/assessment tools for students to determine readiness for courses.
- Monitor student progress and maintain student records.
- Provide student recruiting and program education services.

B. College's Program Responsibilities:

College shall provide the following:

- In partnership with Promineo, offer Front End and/or Back End Software Developer training programs to the community.
- In partnership with Promineo, offer Data Engineering training programs to the community.
- Conduct and manage online, in-person and/or telephone student application and registration, including collection of fees.
- Provide updated and final class rosters to instructor and Promineo before class starting date.

SCHEDULE B – FEES FOR SERVICES

Approved by Legal Counsel (SJ) 4-12-21

This sets forth the fees for services payable by College to Promineo in accordance with the terms set forth in the Agreement:

Fees for Services

Front End and/or Back End Software Developer Enrollments	Fee Per Student to Promineo
Price Per Student	\$2,750.00
Maximum Student/Cohort	16
Minimum Student/Cohort	4

Total \$ 44,000 max 16 students per cohort

Enrollments Data Engineering	Fee Per Student to Promineo
Price Per Student	\$3,750.00
Maximum Student/Cohort	16
Minimum Student/Cohort	4

Total \$ 60,000 max 16 students per cohort

Invoices may be submitted after class starts to: patricia.young@und.edu