



**Agreement between  
University of North Dakota and Infobase, LLC**

This Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> 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 Infobase Holdings, Inc. ("Infobase"), a Delaware corporation located at 132 West 31<sup>st</sup> Street, 16<sup>th</sup> Floor, New York, NY 10001

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

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

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

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

***INFOBASE GRADUATE PROFESSIONAL DEVELOPMENT CREDIT COURSES***

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

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

***TUITION AND FEE STRUCTURE***

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

One Graduate Professional Development Credit:	
University:	\$ 65
Infobase:	<u>\$ 234</u>
TOTAL:	\$ 299

## **MARKETING**

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

- i. University, as part of its customary marketing initiatives, at University's own cost will:
  - a. Reference in direct marketing materials, including flyers distributed to local schools and districts
  - b. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
  - c. New course campaigns (Once a year)
  - d. Website presence
  - e. Digital marketing for the PDE program, which includes additional exposure to our educational partner courses.
- ii. Infobase Holdings, Inc., as part of its customary marketing projects at Infobase Holdings, Inc.'s own cost

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

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

## **DURATION AND TERMINATION**

This Agreement may be terminated by either party, upon written notice. This Agreement 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) month from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in an Infobase course will be permitted to complete the course for which they have registered and paid. All fees due to Infobase 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. Infobase 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 Infobase's materials hereunder.

## **COPYRIGHTS**

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

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

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

### **INSURANCE**

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

### **NOTICES**

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

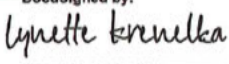
#### **UNIVERSITY**

Lynette Krenelka, Ph.D.  
University of North Dakota  
221 Centennial Drive, Stop 9021  
Grand Forks, ND 58202-9021  
Phone: 701-777-4883  
Email: lynette.krenelka@und.edu

#### **Infobase Holdings, Inc.**

Chris Plapp  
Infobase  
132 West 31<sup>st</sup> St., 16 FL  
New York, NY 10001  
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:  
  
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Lynette M. Krenelka, Ph.D.                      6/22/2021  
Executive Director, TTaDA                      Date  
Office of Extended Learning

DocuSigned by:  
  
D678108F2D114D1...  
Chris Plapp                      6/22/2021  
Infobase                      Date

DocuSigned by:  
  
91086DE2FC97449...  
Jeffrey Holm, Vice Provost                      6/22/2021  
Online Education & Strategic Planning                      Date  
Office of Academic Affairs  
University of North Dakota

