



**Agreement between
University of North Dakota and Ed2Go/Cengage Learning, Inc.**

This Agreement (the "Agreement") is made and entered into this 1st day of April, 2022 (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 Education To Go-A Division of Cengage Learning, Inc. ("Ed2Go") having an office at PO Box 760, Temecula, California 92593-0760.

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

WHEREAS, Ed2Go 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 Ed2Go propose to collaborate and partner to deliver online courses to teachers for graduate professional development credit (2900-level). University recognizes the quality of Ed2Go 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 Ed2Go coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students one –four graduate professional development credits (15-60 hour courses) for completion of each approved Ed2Go course. University and Ed2Go will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. Ed2Go will provide qualified instructors – to appropriate courses - to facilitate and grade coursework using the Satisfactory/Unsatisfactory system.

Ed2Go will determine the appropriate content, subject matter, and materials and periodically update the course as needed. Ed2Go will provide access to course evaluations and comments to University through its administrative portal. Ed2Go will facilitate and grade coursework using S/U grading.

University may enroll students, maintain records and databases, and provide other customer service as needed. University will market the course using the standard marketing activities (web, printed summer brochure, email blasts, etc.).

TUITION AND FEE STRUCTURE

University will post and charge pricing for the UND approved courses, including Ed2Go and University fees. Ed2Go 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
Ed2Go: \$75.00
Total: \$125.00/1 Graduate Professional Development credit

Educator's Fundamentals Series:

University: \$151.00
Ed2Go: \$199.00
Total: \$350.00/ 3 Graduate Professional Development credits

Reading Strategies Suite:

University: \$200.00
Ed2Go: \$295.00
Total: \$495.00/ 4 Graduate Professional Development credits

Wholesale prices assigned by Ed2Go and University prices are subject to change.

REVENUE DISTRIBUTION

- i. Ed2Go may collect and retain all payments received for UND's registrations in Ed2Go courses.
- ii. Ed2Go will issue a check to University on a monthly basis for all payments received from UND students registered in Ed2Go courses, as incurred.
- iii. Refund requests for courses purchased will follow Ed2Go's close of roster timeline.

MARKETING

The courses may be marketed simultaneously by both University and Ed2Go

- i. University, as part of its customary marketing initiatives including, at University's own cost
 - 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. Ed2Go, as part of its customary marketing projects at Ed2Go'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 Ed2Go 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) month from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in an Ed2Go 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. Ed2Go 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 Ed2Go materials hereunder.

RIGHTS, INCLUDING COPYRIGHTS

Ed2Go will maintain all of 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 Ed2Go courses.

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

Ed2Go represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by Ed2Go hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to Ed2Go; (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 Ed2Go 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



Ed2Go

Geredith Gonzalez
Regional Director
Ed2Go/Cengage Group
PO Box 760
Temecula, CA 92593-0760

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:
 3/22/2022
B09DAB31ABAB47F
Lynette Krenelka, Ph.D. Date
Executive Director, TTaDA
Office of Extended Learning
University of North Dakota

DocuSigned by:
 3/22/2022
91098E2FC07449
Jeffrey Holm, Ph.D. Vice-Provost Date
Online Education & Strategic Planning
Office of Academic Affairs
University of North Dakota

DocuSigned by:
 3/22/2022
DA935BFC5D394C8...
Cory Eyer Date
Vice President, General Manager
Ed2Go/Cengage Learning, Inc.