

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into by and between Wiley edu, LLC (“Wiley”) and the University of Montana (“Institution”) as of the 11th day of May, 2020 (“Effective Date”) and sets forth the terms and conditions under which Wiley shall provide services to Institution. Wiley and Institution may be individually or collectively referred to as a “Party” or “Parties”.

Wiley upon recognized amendment will also extend this Agreement and related and agreed upon terms to any University of Montana affiliates (Missoula, University of Montana Western, Montana Tech, Helena College, and Missoula College) without occurring any additional costs that were not covered in this Agreement.

Whereas, Wiley provides strategic higher education consulting, comprehensive services, and support for online programs across the entire student journey;

Whereas, Institution wishes to contract with Wiley to enable it to have multiple projects with varying objectives and leverage Wiley’s expertise to support its academic programs and prospective and existing students so that they may achieve high quality results as more particularly set forth herein;

The Parties agree as follows:

1. SCOPE

1.1 Services. The scope of services to be provided by Wiley under this Agreement shall consist solely of the specific services set forth in one or more Program Schedule(s) for the educational program (“Program”) identified therein (“Program Schedule”) and any Statement(s) of Work executed by the Parties under this Agreement (“Services”). A form Program Schedule is attached hereto as Exhibit A. A form Statement of Work is attached hereto as Exhibit B. A description of the Services that may be provided by Wiley and the Institution’s responsibilities and obligations pursuant to a Program Schedule are set forth in Schedule A hereto. Schedule A serves as a reference only and provides a definition of the services that may be provided by Wiley as specified under the terms of a Program Schedule.

1.2 All Program Schedules and Statements of Work executed by the Parties shall form a part of, and are hereby incorporated by reference into, this Agreement. The Services shall be performed subject to all terms and conditions set forth in this Agreement. In the event of a conflict between this Agreement and any Program Schedule or Statement of Work, the terms and conditions of the Program Schedule or Statement of Work shall take precedence.

2. JOINT RESPONSIBILITIES

2.1 Cooperation. The Parties acknowledge that Wiley's performance of its obligations pursuant to this Agreement is conditioned upon Institution's cooperation. In particular, Institution agrees that it shall fulfill its material obligations as set forth in Schedule A to this Agreement in support of Wiley's performance of its obligations.

2.2 For purposes of administering the day to day operations of the relationship between Wiley and Institution and each Party's performance of its obligations pursuant to this Agreement, each Party shall appoint the following designees ("Designees") in writing: (i) Agreement-level Designee; (ii) individual Program-level Designees; and (iii) a Technology Designee, each of whom shall be responsible for coordinating and communicating each Party's efforts in his or her area of responsibility.

3. CORE ACADEMIC AND ADMINSTRATIVE FUNCTIONS

3.1 Institution retains sole discretion with respect to all academic and administrative decisions relating to Institution programs and courses. Institution, at all times, shall have and exercise sole and complete academic and administrative control of Institution programs and courses, including the right to determine and set program and course selection and admission criteria, tuition rates, availability, content, structure, design, and length, approve all marketing and recruitment materials, communications, strategies and efforts, determine the provision of financial aid resources, assignment of course instructors, and make admissions decisions, consistent with the Institution's obligations under the University Faculty Association CBA, Board of Regents and University policies. Institution shall determine the admissibility of students to its programs and transferability of any previously earned credit in compliance with the applicable admission standards and practices.

3.2 Financial Aid. Institution acknowledges and agrees that Wiley is not a third-party servicer, as described in 34 CFR 668.25, for Title IV purposes. Wiley shall have no involvement in administering or awarding financial aid.

4. TERM

This Agreement shall commence as of the Effective Date and continue for a period of Seven (7) years. In the event the Term of this Agreement expires while a Program Schedule or Statement of Work is pending, the terms of this Agreement shall continue to control until expiration or termination of the Program Schedule or Statement of Work in accordance with their respective terms.

5. EXCLUSIVITY/COMPETITION/RIGHT OF FIRST REFUSAL

5.1 Institution acknowledges that Wiley will not be compensated pursuant to a Program Schedule for its investment in the Program or for the Services until and unless students are enrolled in the Programs. In order to maximize Wiley's chance of recouping its investment, Institution shall not: (i) engage a third party vendor to provide Services for

a Wiley Supported Program; or (ii) offer a program that targets the same prospective or existing student audience as the student audience for a Program.

5.2 Right to Bid. If Institution desires to offer additional distance learning programs supported by a third-party vendor, then Institution agrees to provide Wiley written notification and permit Wiley ninety (90) business days to provide a bid for Services for such additional programs before seeking the services of a third party to offer such additional programs.

6. **FINANCIAL TERMS**

6.1 Revenue Share. In the event the Parties enter into a Program Schedule that provides for revenue sharing, as consideration for the Services, Institution shall pay to Wiley a fee equal to a percentage of the total general tuition assessed to students on a per credit basis, whether the tuition is assessed at in-state or out-of-state rates, and program tuition assessed to students for certain academic programs and courses, whether the tuition is assessed at in-state or out-of-state rates, (collectively the “Tuition”) collected for courses in the Programs, net of refunds paid to students made in accordance with Institution’s tuition refund policy and write offs of bad debts (“Revenue”). The revenue share percentage shall be set forth in each Program Schedule and will not generally exceed 50% unless specific circumstance warrants a higher percentage. Wiley’s revenue share shall be paid as follows:

A. No later than thirty (30) days after the last day for students to add/drop a course in a Program in each academic term, Wiley shall invoice Institution for Wiley’s share of the Tuition charged to all students enrolled in courses in the Programs as of the date of the invoice. Along with the invoice, Wiley shall provide to Institution a preliminary list of students enrolled in courses in the Programs.

B. Institution shall reconcile the list of enrolled students provided by Wiley and determine whether the Institution has received payment of the Tuition from the students listed.

C. Institution shall pay to Wiley the revenue share percentage set forth in each Program Schedule within thirty (30) days after receipt of any invoice in the form of a by check submitted to Wiley's designated bank account. With each payment, Institution shall provide a report containing all information used in calculating the amounts owed, including amounts paid, a confirmed list of the students who paid the Tuition in full, and the courses in which students are enrolled.

D. Institution shall pay to Wiley within thirty (30) days any amounts subsequently collected from students and deliver a revised version of the report specified in Section 6.1.C. reflecting the payments collected.

E. Institution has campus-based programs taught in a residential setting; students in such residential programs may take courses in a Program and each such enrollment in a course shall be subject to the revenue-sharing provisions of this Agreement. Institution shall submit to Wiley a report of all residential program students that enroll in a course in a Program. Students in the Programs may take campus-based courses; such enrollments shall not be subject to the revenue-sharing provisions of this Agreement.

6.2 Fees. In the event the Parties enter into a Program Schedule or Statement of Work that provides for Institution to pay Wiley fees for the provision of Services, the Statement of Work shall include the fees and costs owing pursuant to the Statement of Work and the terms for payment of same

6.3 Payment Terms to Wiley if applicable.

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Institution is allowed 30 days to pay such invoices.(See section 17-8-242 MCA). If Wiley utilizes the University's electronic payment method, Wiley will maintain a preferred vendor status with the University of Montana. Wiley can select from one of the following payment terms:

a. Accounts Payable Direct Program (ePayables)

[http://www.umt.edu/bussrvcs/Employees/Services/Accounts Payable/AP Direct Program.aspx](http://www.umt.edu/bussrvcs/Employees/Services/Accounts_Payable/AP_Direct_Program.aspx)

b. NET 30

Reference to Purchase Order. The purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the Institution is not obligated to pay the invoice.

Invoices. At no time is Wiley authorized to submit a purchase order invoice directly to an individual or the ordering department. Except where stipulated otherwise on the purchase order, address all invoices to:

University of Montana
Accounts Payable
32 Campus Drive
Missoula, MT 59812-2304

or send via email to mso.umt@accountspayable.docufree.com. Invoices sent via email must meet these requirements:

- i. All invoices must reference the contract or purchase order number.
- ii. All invoices must be PDF attachments with scan image quality of at least 300dpi.
- iii. UM will accept multiple PDF attachments in a single email.
 - Each invoice must be a single PDF.
 - One PDF equals one invoice.
 - UM will not accept multiple invoices within the same PDF attachment.

7. AUDIT

7.1 Wiley and its duly authorized representatives shall have the right, upon at least five business days written notice, to receive copies of Institution's records with respect to the calculation of Revenues and Wiley's Revenue Share. In the event that such inspection reveals an underpayment in the amount of the share of Revenue owed Wiley from what was actually paid, Institution shall pay such discrepancy, plus interest, calculated at the rate of 0.75% per month, within 10 days of notification from Wiley. If any audit reveals underpayments in excess of 5% of the amount actually owed, Institution shall also reimburse Wiley for the reasonable cost of such inspection.

7.2 Wiley shall provide the state Legislative Auditor or its authorized agents, upon at least five business days written notice, access to any records necessary to determine Wiley's compliance with the terms of this Agreement. The Institution may terminate this Agreement under Section 8, Termination, without incurring liability, for Wiley's refusal to allow access as required by this section, in accordance with Section 18-1-118 of the Montana Code Annotated 2017. Section 18-1-118 of the Montana Code Annotated 2017 provides that "money may not be spent by a state agency under a contract with a nonstate entity unless the contract contains a provision that allows the legislative auditor sufficient access to the records of the nonstate entity to determine whether the parties have complied with the terms of the contract. The access to records is necessary to carry out the functions provided for in Title 5, chapter 13. A state agency may terminate a contract, without incurring liability, for the refusal of a nonstate entity to allow access to records as required by this section."

- a. Wiley shall create and retain all records supporting the Agreement for a period of three (3) years after either the completion date of the Agreement or termination of the Agreement. Wiley shall create and retain all records supporting any Statements of Work for period of three (3) years after either the completion date of the Statement of Work or termination of the Statement of Work.

8. TERMINATION

8.1 This Agreement may be terminated by a Party (the “Terminating Party”) prior to the expiration of the Term upon the occurrence of an Event of Default that is not cured as provided in Section 8.2.1. The following shall each constitute an “Event of Default” hereunder:

8.1.1. material failure by a Party to timely perform any material obligation under this Agreement or Program Schedule, including, but not limited to the timely payment of fees due hereunder; or

8.1.2. a Party (a) files a petition in bankruptcy or for the approval of a plan of reorganization under bankruptcy laws or similar laws, or any involuntary petition in bankruptcy or plan of reorganization is filed against Wiley or Institution and is not dismissed within sixty (60) days; (b) is unable to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; (d) files a petition or applies for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (e) consents, approves of, or acquiesces in the appointment of a receiver, custodian or trustee for all or a substantial part of its assets; (f) is adjudicated a bankrupt; (g) becomes insolvent; or (h) ceases doing business as a going concern (all such events being defined as a “Bankruptcy Event”); or

8.1.3. the Institution must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the Institution’s continuation of performance of this Agreement in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the Institution budgeting process to support continued performance of this Agreement (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Institution shall terminate this Agreement as required by law. The Institution shall provide Wiley the date the Institution’s termination shall take effect. The Institution shall not be liable to Wiley for any payment that would have been payable had the Agreement not been terminated under this provision. As stated above, the Institution shall be liable to Wiley only for the payment, or prorated portion of that payment, owed to Wiley up to the date the Institution’s termination takes effect. This is Wiley’s sole remedy. The Institution shall not be liable to Wiley for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

8.2 Termination.

8.2.1. Upon the occurrence of an Event of Default, the Terminating Party may give written notice of termination of this Agreement or a Program Schedule to the other Party (the “Terminated Party”) identifying in reasonable detail the nature of the Event of Default and specifying the intended date of termination. The Terminated Party shall have sixty (60) days from receipt of such written notice to cure in all material respects the Event of Default, unless the Event of Default consists of failure to pay outstanding sums, in which case the cure period shall be fifteen (15) days. Notwithstanding the foregoing, if

the Terminated Party exercises commercially reasonable efforts to timely commence cure (other than in the event of a payment default) following receipt of written notice of any non-monetary default, the Terminating Party shall extend the time to cure for a period of time which is reasonable under the circumstances, not to exceed ninety (90) days. If the Terminated Party does not timely cure the Event of Default, then this Agreement or the applicable Program Schedule shall be terminated upon the later of the termination date set forth in the notice of termination or the expiration of the appropriate cure period. If the Event of Default is a Bankruptcy Event, no notice of termination shall be required and this Agreement shall be terminated as of the date of the Bankruptcy Event. If the Terminated Party disputes in good faith the right of the other Party to terminate this Agreement or timely and reasonably commences to cure an Event of Default and the Parties have a dispute with respect to the effectiveness cure, then the dispute resolution provisions set forth herein shall be followed before the Terminating Party may terminate this Agreement.

8.2.2. Institution and Wiley acknowledge and agree that regulations may be imposed by a recognized Regional Accrediting Association or regulatory agencies having jurisdiction over Institution or the Programs that could adversely affect the ability of both Parties to perform their obligations pursuant to this Agreement or any Program Schedule. Institution and Wiley shall each notify the other Party as soon as any such regulations are issued and shall work together to achieve compliance in a manner that reflects the benefits of the bargain contained in this Agreement. Specifically, each Party shall suggest to the other Party amendments and modifications to the terms of this Agreement or a Program Schedule that are reasonably aimed at achieving the goal identified in the preceding sentence. In the event that the Parties cannot reach agreement on amendments or modifications and one Party concludes that the existing arrangements would violate a material and applicable regulation, such Party shall have a right to provide notice of termination that would be effective not less than 120 days nor more than 360 days after the provision of such notice and, following such notice, the Parties shall work diligently together to wind down the activities contemplated by this Agreement or the applicable Program Schedule in a manner aimed to provide the least amount of inconvenience to either Party. At the end of such actions, this Agreement or the applicable Program Schedule shall be terminated.

8.3 Duties after Termination

8.3.1. In the event of termination or expiration of a Program Schedule, Wiley and Institution shall continue to satisfy their respective obligations with regard to students enrolled in the Programs at the time of termination for a period equal to the length of the program.

8.3.2. Final Payments for Wiley Enrolled Students. Provided that the Agreement has not been terminated by Institution due to an Event of Default by Wiley, after termination or expiration of a Program Schedule, the Revenue Sharing arrangement set forth in Section 6 shall continue for all students enrolled in the Programs prior to the date of termination for a period of twenty four (24) months after the date of termination or expiration.

8.3.3. Institution shall permit and provide Wiley with access to examine and copy student enrollment and financial records pertaining to the Programs until all students enrolled in the Programs on the effective date of termination have completed their course of study and obtained a degree from Institution or until all such students have ceased to be a student of Institution. All such student enrollment and financial records may be used by Wiley only for accounting and verification of fees that are due it under this Agreement.

9. INTELLECTUAL PROPERTY OWNERSHIP; LICENSES

9.1. Wiley Materials. Unless expressly stated otherwise in a Program Schedule, Wiley shall own all aspects of all Marketing Materials, software and hardware used or created by Wiley in the delivery of the Services (“Wiley Materials”). Wiley’s ownership hereunder shall not extend to any Institutional Material, as defined in Section 9.2, or Marks, as defined in Section 9.3, that are contained in the Wiley Materials.

9.2. Institution Materials. Unless expressly stated otherwise in a Program Schedule, Institution shall own or have a transferable license and/or sublicense to all aspects of any syllabi or pedagogic materials used or created for online courses for which Wiley provides Services (“Institution Materials”). Institution grants Wiley a limited, non-exclusive, non-transferable royalty-free license to reproduce, transmit, communicate, display or distribute the Institution Materials in connection with Wiley’s delivery of the Services pursuant to this Agreement and subject to the terms and conditions of this Agreement. The Institution and its faculty employees will handle all Intellectual Property rights issues in accordance with the terms of the Online Course Development Agreement, the Collective Bargaining Agreement between the University Faculty Association, the Board of Regents policies, and the Montana University System and separately from the Institution’s agreement with Wiley herein.

9.3. Trademarks. Institution grants to Wiley a non-exclusive, non-transferable, royalty-free limited license to use Institution’s trademarks, trade names and logos (the “Marks”) in any materials used by Wiley in the course of performing the Services (“Marks License”). Wiley shall: (a) clearly identify Institution as the owner of the Marks; (b) conform to Institution's then-current trademark, logo, and brand identity guidelines; (c) include any local notice or markings as required by law; and (d) provide all materials using the Marks to Institution for review and approval prior to use of the materials. Institution shall respond to all requests for review and approval within three (3) business days after submission. Wiley shall not be required to seek approval of subsequent uses of materials which have already been approved unless changes have been made to the materials. Then Wiley shall be required to seek approval from the Institution. The Parties acknowledge that each of the Marks has been in use by Institution in the marketplace prior to the date of this Agreement and there is a level of quality associated with each Mark. Wiley agrees to use the Marks only in a manner which reflects positively on the goodwill of the Marks. Institution shall promptly inform Wiley of any changes of or to any of the Marks that, at such time, are being used by Wiley pursuant to this Agreement. Wiley acknowledges that its use of Institution’s Marks will not create in Wiley, nor will Wiley claim Wiley has, any right, title, or interest in or to Institution’s Marks other than the limited right of use expressly granted herein.

10. REPRESENTATIONS AND WARRANTIES

10.1. Performance. Wiley warrants that all work performed under this Agreement and any Program Schedule shall be done in a good and workpersonlike manner in accordance with the generally accepted industry standards in Consultant's profession. Institution warrants that the performance of its duties and obligations under this Agreement and any program schedule shall be done in a good and workpersonlike manner in accordance with generally accepted standards in higher education.

10.2. Authority. Each Party represents and warrants that it has the requisite rights and authority necessary to enter into and carry out the terms and conditions of this Agreement and the performance of the terms of this Agreement and its obligations under this Agreement shall not violate any separate agreement, law or regulation by which the Party is bound.

10.3. Operation. Institution warrants that it is, and hereby covenants that it will continue to be, during the term of this Agreement and any Program Schedule: (i) authorized to operate and grant degrees by the relevant higher education agencies within the state(s) in which it maintains its principal office and from which it delivers its educational programs; (ii) is eligible to receive funding or student financial support in the state(s) where it operates; and (iii) obtain and maintain state authorizations for all states in which the Parties agree that the Programs will be offered.

10.4. Intellectual Property. Wiley warrants that the Wiley Materials do not violate third party rights in any United States patent, copyright, trade secret, or other intellectual property right. Institution warrants that the Institution Materials and Marks do not violate any third party rights in any United States patent, copyright, trade secret, or other intellectual property right.

10.5. Privacy. Each Party warrants that it is in compliance with all relevant privacy laws and regulations and its respective privacy policy. Institution represents and warrants that to the extent it provides Wiley with lists containing contact information for individuals for use in marketing the Programs, Institution has obtained express consent from those individuals to receive electronic commercial messages and the phone numbers contained on the list are not registered with a Do Not Call registry (or other similar register).

10.6. Regulatory Matters. Wiley further covenants as follows:

A. that its systems of compliance and its compensation of its employees or other persons who will perform any student recruitment or admission activities for Wiley under this Agreement will be in compliance with Section 487(a)(20) of the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a)(20)), and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. § 668.14(b)(22);

B. that it shall abide by the limitations on re-disclosure of personally identifiable student information from education records set forth

in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and the regulations set forth at 34 CFR Part 99. Specifically, to the extent that Wiley gains access to such information, it shall hold it in strict confidence and it shall not use or disclose such information received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by applicable law or regulation, or as otherwise authorized in writing by Institution and not use such information for any purpose other than the purposes for which the disclosure was made. If the personally identifiable information is of a student from the EU or UK, to comply with the General Data Protection Regulation and other applicable laws, statutes and regulations relating to data protection and privacy, the Parties agree to enter into a Data Processing Addendum; and

C. that it has in effect and during the Term will cause to remain in effect procedures that will reasonably assure that employees and agents of Wiley will not make “substantial misrepresentations”, as that term is defined in 34 CFR § 668.71, regarding the nature of a Program, the financial charges for a Program or the employability of the graduates of a Program, as if the regulation applied to Wiley directly with regard to students and potential students of Institution. Upon any notice given to Wiley relating to a possible or actual misrepresentation made to a student or potential student of Institution by an employee or agent of Wiley, Wiley will take all appropriate actions to assure that (i) the specific misrepresentation has been adequately corrected and (ii) similar misrepresentations will not take place in the future.

10.7. EXCEPT AS SET FORTH ABOVE, WILEY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

11. INDEMNITY AND LIMITATIONS OF LIABILITY

11.1. Institution Indemnity. Institution shall indemnify, defend and hold Wiley harmless from any and all claims, demands, actions, causes of action, suits, proceedings, judgments, losses, expenses, costs or damages of any nature or kind whatsoever, to the extent caused by any negligent act or negligent omission or intentional or willful misconduct of Institution or its agents, employees, or representatives arising out of Institution’s obligations under this Agreement. Wiley Indemnity. Wiley shall indemnify, defend and hold Institution harmless from any and all claims, demands, actions, causes of action, suits, proceedings, judgments, losses, expenses, costs or damages of any nature or kind whatsoever, to the extent caused by any negligent act or negligent omission or intentional or willful misconduct of Wiley or its agents, employees, or representatives arising out of Wiley’s performance of or failure to perform its obligations under this Agreement.

11.2. In the event a third party asserts an infringement claim against either Party which could affect a Party's performance of their obligations under this Agreement, the Parties shall promptly confer with respect to whether to discontinue use of the allegedly infringing materials and what, if any materials to use in their place.

11.3. Limitations.

11.3.1. Limitation of Liability.

(a) Except for its indemnification obligations, neither Party shall be liable, whether contractually or in tort, for any consequential, special, incidental, indirect or punitive damages arising out of or in connection with this Agreement or a Party's performance or failure to perform hereunder, including, without limitation, lost profits or revenues, loss of goodwill, and lost data.

(b) Except for its indemnification obligations, in no event shall Wiley's liability to Institution under this Agreement exceed an amount equal to the fees actually received by Wiley from Institution during the three (3) months preceding the event triggering the liability. (or, if this Agreement shall have been in effect less than three (3) months, such shorter period as this Agreement shall have been in effect).

(c) The liability of Institution under this paragraph is subject to the limitations and damages and immunities of Institution as provided by state law.

12. **CONFIDENTIALITY**

12.1 Definition. Confidential Information shall mean all information and data in any form which has either been marked "Confidential" by the disclosing Party or which a reasonable person would understand to be confidential.

12.2 Obligations. Each Party shall use the same care to prevent the disclosure of the other Party's Confidential Information to third parties as it uses to avoid disclosure of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. In addition, each Party shall take such further actions to protect the other Party's Confidential Information as that other Party may reasonably request. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to those of its officers, directors, employees, or agents who have a need to know such information to perform their obligations hereunder, provided that the obligations of confidentiality set forth herein are made known to and imposed upon each such person to whom such Confidential Information of the other Party is disclosed and provided further that the Party disclosing the Confidential Information shall be responsible for any breaches of this Section by its officers, directors, employees, or agents. Each Party shall notify the other Party immediately upon learning of any disclosure, loss, or use of such other Party's Confidential Information in violation of this Agreement.

12.3 Exclusions. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that a Party can demonstrate: (i) was in the

public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to or access to the Confidential Information of the other Party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency, provided that a Party that becomes subject to any requirement or order must give the other Party prompt notice as soon as reasonably practicable, in order to allow such other Party to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

12.4 Return. Upon termination or expiration of the Agreement, or upon request of the other Party at any prior time, each Party shall promptly destroy the other Party's Confidential Information and all copies thereof (whether in physical or electronic media), unless (i) expressly authorized by such other Party, or otherwise required by law or governmental regulations, to retain or use such Confidential Information or (ii) such Party otherwise has ongoing or continuing rights hereunder to such Confidential Information or, (iii) with respect to any request for return prior to termination hereof, such Party reasonably requires such Confidential Information to fulfill its obligations hereunder, or (iv) is subject to a litigation hold. Notwithstanding the foregoing, the receiving Party shall not be obligated to destroy any electronically stored Confidential Information maintained in the ordinary course of the receiving Party's business for archival, backup or disaster-recovery purposes ("Backup Media"); provided however that all such Backup Media shall remain subject to this Agreement so long as it remains undeleted.

12.5 Duration. The obligations of confidentiality set forth herein shall take effect as of the Effective Date and continue in full force and effect throughout the Term and for a period of three (3) years after expiration of all Program Schedules and Statements of Work, except that the restriction on disclosure and use of any personal data and trade secrets included in the Confidential Information shall continue in perpetuity.

13. NON-SOLICITATION BY INSTITUTION.

Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of all Program Schedules and Statements of Work entered into pursuant to this Agreement, Institution shall not seek to enter, or enter into any contract, whether oral or written, with, or solicit, employ, retain, or seek to solicit, employ or retain (i) any employee or former employee of Wiley, who performed work under this Agreement or (ii) any person, firm, corporation or enterprise by which such person is employed or with which such person is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director), to provide to Institution all or part of the Services, or services competitive with the Services, provided by Wiley to Institution under this Agreement.

14. DISPUTE RESOLUTION

14.1 Dispute Resolution and Escalation Procedures. Except for disputes involving an alleged or actual breach of Section 12, Confidentiality, and except for Section 11, Indemnification, all disputes between the Parties under this Agreement shall be resolved in accordance with the following procedures. The Parties shall first seek to resolve any dispute by a meeting between the Wiley and Institution Agreement-level Designees, but only after the requisite opportunity to cure has passed, in the event of an alleged Event of Default. Such meeting shall take place at Institution or a mutually agreed location within forty-eight (48) hours after either the Wiley Designee or the Institution Designee receives notice from the other Party that a meeting is requested. Such notification shall be made in writing, stating the subject of the requested meeting with as much specificity as is reasonably possible, and delivered in accordance with the Notices provision of this Agreement.

14.2 Non-Binding Mediation. In the event the Parties cannot satisfactorily resolve a dispute between them through their Designees, the Parties may submit the dispute to non-binding mediation. Either Party may request mediation by sending a written notice to the other Party requesting mediation, and the mediation shall be held in a mutually agreeable location in Montana, within thirty (30) days of the date of the request for mediation. The Parties shall select a mediator acceptable to both of them, and if they cannot agree on a mediator, then JAMS shall appoint the mediator in accordance with its rules.

14.3 Binding Arbitration. Any dispute arising under this Agreement which cannot be resolved through the meeting or mediation process shall be resolved by submission to binding arbitration. The Party submitting the matter to arbitration shall notify the American Arbitration Association and the other Party in writing of its desire for arbitration, stating the gravamen of its complaint against the other Party and requesting that the American Arbitration Association commence the arbitration process in the State of Montana. All arbitration occurring hereunder shall be conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. All arbitration conducted hereunder shall abide by the following:

14.3.1. The Parties agree to request that the American Arbitration Association appoint a single arbitrator who is knowledgeable in both technology and the administration of institutions of higher learning, if such a person can be located. Otherwise the arbitrator shall be a person knowledgeable in technology;

14.3.2. All proceedings, whether conducted with the Parties present or just with the arbitrator and the attorneys of the Parties shall be reported and transcribed with the costs of transcription being shared equally by the Parties;

14.3.3. The arbitrator shall be required to make written findings of fact as part of the award;

14.3.4. The arbitrator shall not be authorized to make any award for damages in excess of the agreed limitations of liability set out in this Agreement, and specifically not in excess of the Institution's sovereign immunity as provided in Title 2, Part 9 of the Montana Code Annotated.

In the event a dispute is submitted to arbitration, but this Agreement or the applicable Program Schedule has not been terminated, then each Party shall continue to perform to the extent commercially reasonable.

15. MISCELLANEOUS

15.1. Force Majeure. If a Party is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, civil disturbance, labor disputes outside that Party's control, or other causes beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a non-performing Party's obligation to perform those tasks (such as tasks relating to disaster recovery) that are not prevented by the force majeure condition or to the extent such events are within the reasonable control of such non-performing Party.

15.2. Notice. Any notice required or permitted to be given to either Party under this Agreement shall be in writing, delivered personally or by certified or registered mail, or overnight delivery by an established national delivery service, at the Parties' respective addresses set forth below, as each Party may update its address from time to time in a notice delivered in accordance herewith. All notices shall be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

Notice to Institution: Procurement Services
Attn: Procurement Director
261 Emma B. Lommason, University of
Montana
32 Campus Drove
Missoula, MT 59812

Notice to Wiley: Wiley edu, LLC
Attention: Todd Zipper
111 River Street
Hoboken, NJ 07030

With a copy to: General Counsel, EVP
John Wiley & Sons, Inc.
111 River Street
Hoboken, NJ 07030

15.3. Entire Agreement. This Agreement and its Schedules, and any Program Schedules executed by both Parties, embody the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

15.4. Amendment. This Agreement may not be amended or modified except in writing signed by an authorized signatory of each Party.

15.5. No Waiver. Any waiver by Wiley or Institution of any provisions of the Agreement shall not imply a subsequent waiver of that or any other provision. And further, any waiver must be in writing, signed by the Party against whom such waiver is sought.

15.6. Parties Benefited. This Agreement and all future amendments shall inure to the benefit of, and shall be binding on, both Parties and their heirs, successors and permitted assigns.

1.1. Assignment. Neither Party to this Agreement shall assign or transfer all or any part of its rights or obligations without the prior written consent of all other parties; provided, however that the foregoing provisions on assignment and transfer shall not limit (i) assignment in connection with a merger or consolidation of Wiley with or into another entity or a change of control of Wiley or (ii) the subcontracting of a part of the Services to a third party by Wiley.

15.7. Applicable Law. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to such State's conflict of law rules.

15.8. Taxes. This Agreement does not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services to be provided by Wiley. In the event a taxing authority determines now or in the future that such Services are subject to taxation of any sort, Wiley shall invoice such taxes to Institution and Institution shall pay same simultaneously with the payment to which such taxes relate, provided that Wiley shall be responsible for its net income taxes and for taxes on any property it owns or leases. In addition, Wiley shall be solely responsible for reporting, withholding, and paying all employment-related taxes, and related deductions and payments, with regard to the Wiley employees, including, but not limited to, federal, state, and local income taxes, social security, Medicare, unemployment, and disability deductions, withholdings and payments.

15.9. Independent Contractor. It is understood and agreed that Wiley is acting as an independent contractor in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Wiley and Institution, or between any employee of Wiley and Institution. Both Parties acknowledge that Wiley and Wiley employees are not employees of Institution for any purpose. In no event shall either Party be entitled to enter into any agreements on behalf of the other. Wiley shall retain the right to perform services for others during the Term of the Agreement.

15.10. Registration with Secretary of State. Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

15.11. Insurance Certificate and Requirements.

A. **General Requirements.** Wiley shall maintain for the duration of this Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Wiley and its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

B. **Primary Insurance.** Wiley's insurance coverage shall be primary insurance with respect to the Institution, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Institution, its

officers, officials, employees, or volunteers shall be excess of Wiley's insurance and shall not contribute with it.

C. **Specific Requirements for Commercial General Liability.** Wiley shall purchase and maintain Commercial General Liability coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Wiley or its officers, agents, representatives, assigns, or subcontractors. The Institution, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Wiley, including the insured's general supervision of Wiley, products, and completed operations, and the premises owned, leased, occupied, or used.

D. **Specific Requirements for Automobile Liability.** Wiley shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Wiley or its officers, agents, representatives, assigns, or subcontractors. The Institution, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Wiley.

E. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Institution, its officers, officials, employees, or volunteers; or (2) at the expense of Wiley, Wiley shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

F. **Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the University of Montana, Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, Montana 59812-2304. Endorsement No. or documentation must be provided for Additional Insured Status. This insurance must be maintained for the duration of the Agreement. Wiley shall endeavor to notify the Institution immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. .

G. Specific Requirements for Cyber/Data Information

Security Insurance. Wiley shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per claim to cover the unauthorized acquisition of personal acquisition such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of Wiley's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Wiley must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

15.12. Compliance with Workers Comp Wiley shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the Institution in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Wiley nor its employees are Institution employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, MT 59812-2304.

15.13. Compliance with Laws Wiley shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Equal Pay Act of 1963, and the Patient Protection and Affordable Care Act ("Affordable Care Act"). Any subletting or subcontracting by Wiley subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, Executive Order No. 04-2016 and Executive Order No. 12-2016 (Equal Pay For Montana Women) Wiley agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based upon on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national

origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract.

15.14. Electronic Signature. The Parties consent to execution and delivery of the Agreement electronically and both Parties agree that an electronic signature shall be given the same legal force as a handwritten signature.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

INSTITUTION

WILEY EDU, LLC

By: Jon Harbor

By: Todd Zipper
Todd Zipper (May 11, 2020)

Jon Harbor

Todd Zipper

Printed Name

Printed Name

Its: Provost

Its: President

Date: May 11, 2020

Date: May 11, 2020

Internal Approval per Contracts Management Policy:

Wiley Legal:

Initialed: AA
Name: Ashima Aggarwal
Title: Associate General Counsel and VP

Wiley Finance:

Initialed: AL
Name: Arthur Livingston
Title: Vice President, Finance, Talent Solutions

Date: 5/11/2020

SCHEDULE A SERVICES

1.1 THE SERVICES

The Services to be provided by Wiley under this Agreement shall consist solely of the specific services set forth in a Program Schedule for the Program identified therein. The Services that may be provided are as follows:

1.1 Market Research Services. Wiley shall conduct market research relating to marketplace size, demand, and competition for contemplated programs and new initiatives. Wiley shall conduct research and provide market research insights to Institution on an as-needed basis that report on the factors that affect the Programs as well as potential opportunities for Institution in the marketplace. The Services described in this section shall be referred to as “Market Research Services”.

1.2 Marketing. Wiley shall use commercially reasonable efforts to market the Programs to potential students for purposes of generating qualified inquiries for the Programs. The Services described in this section shall be referred to as “Marketing Services”.

- a. Wiley shall create and distribute marketing content, design templates, ads, and other marketing materials deemed necessary and appropriate by Wiley, in its sole discretion (collectively, the “Marketing Materials”). Wiley shall be responsible for ensuring that the Marketing Materials comply with Institution's then-current trademark, logo, and brand identity guidelines. Wiley shall obtain Institution’s approval of any Marketing Materials developed for a Program prior to Program launch in accordance with Section 2.17 of this Schedule A.
- b. Wiley will create a website that serves as a destination for individuals seeking information about the Programs (the “Wiley Website”). Wiley will build the Wiley Website using Wiley’s proprietary website framework, and will apply a design theme aligned to Institution’s brand identity with the primary goal of maximizing traffic and lead generation for the Programs. Therefore, content, design and user experience elements may vary from Institution’s site. Wiley will host and manage the Wiley Website on a subdomain of the Institution’s .edu website (e.g. online.insitution.edu).
- c. Wiley will provide digital marketing efforts for the Programs, which may include, but are not limited to: affiliate marketing, pay per click, display, search engine optimization, sponsored content, influencer marketing, social media and email.

- d. In some instances, to be determined by Wiley in its sole discretion, Wiley may provide traditional marketing efforts for the Programs, which may include, but are not limited to: direct mail, radio, out-of-home advertising, and public relations.
- e. Wiley shall not target students from states in which Institution has not obtained state authorization for the relevant Program.
- f. Wiley will engage in media advertising for the Programs. The advertising will drive to media landing pages. Wiley will build the landing pages using Wiley's proprietary website framework and will apply a design theme aligned to Institution's brand identity. Wiley will host and maintain the media landing pages on a subdomain of the Wiley Website (e.g. landing.online.insitution.edu) The media landing pages will not be indexed for search engines.
- g. Wiley will conduct email and SMS outreach campaigns to prospective and current students that have opted in to receive such communications.
- h. Wiley will operate a toll free number for marketing and recruitment purposes.

1.3 Program Coordination Services. Wiley will work with the Program Designee (Program Director or Department Chair) to support course planning and scheduling to optimize Institution's resources and support the successful progression of students through the curriculum. For the avoidance of doubt, Institution shall have decision authority on course offerings and faculty staffing. The Services described in this section shall be referred to as "Program Coordination Services".

1.4 Recruitment Services. Subject to the terms and conditions of this Agreement and in a manner consistent with applicable law and accreditation standards, Wiley shall use commercially reasonable efforts to recruit students to enroll in the Programs. Wiley shall advise students as to the curriculum of any Programs solely for the student's use in deciding whether to enroll; such advice shall not include counseling regarding classroom performance or other academic matters strictly within Institution's purview. Wiley shall not recruit students from states in which Institution has not obtained state authorization for the relevant Program. Where appropriate, Wiley shall refer students to applicable Institution resources, such as academic departments, admissions personnel, or financial aid professionals, for detailed information. The Services described in this section shall be referred to as "Recruitment Services"

1.5 Enrollment Coordination Services. Wiley shall collect all pertinent admissions information required to complete a student admissions file, as specified by Institution, and submit that information to Institution for final admissions decisions. Where applicable and if mutually agreed, Wiley shall be responsible for loading student application and course registration data into Institution Student Information System (SIS) according to protocols developed by Wiley and Institution with respect to the frequency of

input. Wiley will continue to coordinate communication with applicant throughout the admissions process. The Services described in this section shall be referred to as “Enrollment Coordination Services”.

1.6 Student Support Services. Wiley shall provide student support services to Institution to support Institution’s students who are enrolled in the Programs. Student support services shall include, but are not limited to: (i) orientation of new students enrolled in a Program; (ii) assignment of Wiley personnel to Institution to answer student questions and serve as a primary point of contact for non-academic administrative services; (iii) proactive contact with Institution’s students who are enrolled in each Program; (iv) contacting designated Institution representatives if there are academic, advising, or administrative issues that require attention by Institution administrators or faculty, and (v) other similar services that Wiley and Institution deem necessary to provide student service and support to promote student success. The Services described in this section shall be referred to as “Student Support Services”.

1.7 Transcript Evaluation Services. Wiley will provide individuals to collect transcript and tuition planners as needed. Wiley will perform an “unofficial” pre-evaluation of the transcript for transfer credit within seventy-two (72) hours of receiving an unofficial transcript from the student or designate a Wiley staff member to perform such “unofficial” transcript credit evaluation. The Services described in this section shall be referred to as “Transcript Evaluation Services.”

1.8 Student Financial Planning Services. As needed, Wiley will provide individuals to act as tuition planners. These individuals will assist the Institution’s office of financial aid with document collection needed to process potential students’ financial aid in accordance with the mutually agreed upon Standard Operating Procedure (“SOP”) between Wiley and the Institution. The Services described in this section shall be referred to as “Student Financial Planning Services.”

1.9 Survey Administration. Wiley shall provide Institution with advice on the use and deployment of surveys to inform student satisfaction and recommended enhancements to a Program; administer surveys and provide results and insights to Institution. The Services described in this section shall be referred to as “Survey Administration Services”

1.10 Technical Support Services. Wiley shall provide support to Institution students, faculty and staff engaged with online courses through a 24x7x365 Personal Support Center (“PSC”). The help desk shall provide a unique, toll free number that is assigned to Institution and shall be available to anyone using the LMS and other systems utilized by the Programs. Wiley shall review PSC activities and identify trends and implement appropriate improvements. Wiley shall provide immediate notice to Institution of all scheduled and unscheduled interruptions of services. Wiley shall ensure that all Institution protocols and best practices that are documented for Wiley, or provided or available to Wiley, are adhered to in providing PSC services. The Services described in this section shall be referred to as “Technical Support Services”.

1.11 State Authorization Services. Wiley shall provide research and guidance to Institution in connection with obtaining and renewing state authorizations for the Programs that will enable Institution to offer the Programs in all 50 states. The Services described in this section shall be referred to as “State Authorization Services”.

1.12 Field Placement Services. Wiley shall provide coordination support for field clinical course credits for the Program. The Parties shall define and agree upon the time, locations, and procedures for completing field clinical course credits by a date to be set forth in the Program Schedule. The Services described in this section shall be referred to as “Field Placement Services”.

1.13 Learning Management System (LMS). Wiley shall provide an LMS and related technologies to host course materials and deliver educational experiences. The Services described in this section shall be referred to as “LMS Services”.

1.14 Program Development Services. Wiley shall provide support for Institution in the development of courses for Programs and in the migration and maintenance of existing Programs.

- a. The Program Development Services may include all or some of the following:
 - i. Program planning. Wiley shall support Institution in defining the strategy for the Program and developing a plan for Program objectives, course templates, course design, and media strategies. Course specifications and development timelines shall be developed during the Program planning phase and be mutually agreed upon prior to the production of courses for any Program following the University of Montana Faculty Senate’s procedures. Institution Program leaders and Wiley program development leaders will mutually agree to media strategies and technology that support the Program objectives and fit the financial parameters of the Program;
 - ii. Course design and development. Wiley shall work with Institution faculty and subject matter experts to design a course in alignment with the Program design documentation;
 - iii. Media design and development. Wiley and Institution shall agree on the best resources to achieve the media strategies outlined in the Program plan.
- b. Wiley’s support for new and existing courses will include instructional design and development resources to work with Institution subject matter experts to create one master version of each numbered course in each Program according to a mutually agreed upon development schedule. Master course versions are designed to be copied into sections

to be taught by several instructors. Wiley will make major revisions to courses on a mutually-agreed upon redevelopment schedule. Wiley will make reasonable minor revisions to courses on an as-needed basis. Institution program chair or designated program liaison shall request any changes to courses in writing. Wiley will assign a priority level to the revision, perform an impact analysis, and schedule an appropriate delivery date for the revised version to be offered. Institution is responsible for providing clear instructions and all content needed to make the revisions.

- c. If required, Wiley's support for existing courses will also include instructional design and development resources to migrate one master version of each numbered course in each Program to a Wiley-hosted LMS, according to a mutually agreed upon migration schedule.
- d. Instructor Training. Wiley's support to faculty, technical (LMS) and course management/instructional will be determined through a detailed discovery session/needs assessment conducted during the Partner Start-Up and will be mutually agreed upon by Institution and Wiley. Types of training to faculty may include: 1) LMS Training to include partnering with Institution to provide technical support to faculty, 2) Online Training/Facilitation that are asynchronous, facilitated courses focusing on online course management, teaching and facilitation. Training will be provided to groups and will be scheduled at mutually convenient times leading up to term start dates.

The Services described in this section shall be referred to as "Program Development Services."

- a. Wiley Professional Education Solutions. Wiley may provide Institution with certain platforms and or services to support career services, credentialing management, individualized and competency based education programs, certificates or credentials. Each such solution will be determined by the intended market and curricular focus and shall be detailed in a statement of work. It is anticipated that each such statement of work shall contain substantially the terms and conditions specified in the form Statement of Work attached hereto as Exhibit B, unless otherwise agreed by the Parties in such statement of work.

2. INSTITUTION RESPONSIBILITIES

2.1 Program Development. Institution shall be fully responsible for the provision of the content and the quality of the Programs. The Programs shall be developed by Institution with review and input by Wiley that Institution shall consider in good faith.

2.2 Admissions. Institution shall determine the admissibility of students to the Programs and transferability of any previously earned credit in compliance with the

admission standards and practices of Institution. The admission requirements shall be consistent with the admissions standards of other degree programs offered by Institution. Institution's admissions standards and practices are subject to change in the sole discretion of Institution, and Institution shall provide Wiley notice of such change at least ninety (90) calendar days prior to the effective date of the change.

2.3 Personnel.

- a. Institution shall recruit, employ and compensate instructors for each Program ("Instructors").
- b. Institution is responsible for managing Instructors and subject matter experts ("SMEs") to agreed-upon standards and milestones to meet the development and maintenance schedules for each course and each Program and any major course revisions. Institution acknowledges that Wiley has no responsibility for the payment of any such costs or expenses.

2.4 Tuition.

- a. Institution, with input from Wiley, shall determine the amount of all Tuition and fees charged to students who participate in the Programs. Such charges may be changed from time to time by Institution, provided that Institution notifies Wiley in writing of any and all changes at least one hundred twenty (120) days prior to the effective date of any such change.
- b. Tuition Collection. Institution shall be responsible for collecting all Tuition and fees from students and managing and processing all applications for student financial aid.

2.5 Institution Materials. Institution shall obtain at its expense all consents, approvals and permissions necessary for Wiley to use the Institution Materials and any other materials provided to Wiley in the course of providing the Services.

2.6 Academic Records. Institution shall maintain academic records and information concerning all students enrolled in the Programs for the period of time required by applicable law. All such student enrollment and financial records shall remain the sole property of Institution, but may be accessed and used by Wiley in the course of performing the Services. All such records are Confidential Information.

- a. State Authorizations. Institution is responsible for obtaining all necessary authorizations and accreditations for the Programs in the states in which the Parties agree that the Programs will be offered and all costs associated therewith. Institution shall provide Wiley with written notice in the event that it does not renew authorization for a Program in a particular state or in the event authorization lapses for any reason.

- b. ADA Compliance. Institution shall assume responsibility for meeting accessibility requirements and guidelines for materials produced by the Institution, including, but not limited to, videos, graphics, and downloadable documents. For any materials produced by Wiley, Institution shall provide advance notice and guidance to Wiley regarding any accommodations or potential accommodations needed by individuals with special needs in partnered programs. Wiley shall make reasonable efforts to comply with requests.

2.7 Student Services. Institution shall permit students enrolled in the Programs to utilize the Institution's student services provided to distance only learners.

- a. Use of Third-Party Software/Hardware. Institution shall be solely responsible for obtaining the right for Wiley to have access to and to use all software and hardware used by Institution and necessary for Wiley to deliver the Services. Institution shall obtain all permissions required from third-party vendors, including sublicenses if any are required. Wiley shall not be liable to Institution for non-performance if Wiley's non-performance is caused by Institution's failure to obtain the requisite access for Wiley to any such hardware or software. In the event Wiley is not granted access to certain software, or certain systems are not accessible to Wiley, then Institution shall provide Wiley with data in a format and data structure to be agreed by the Parties so that Wiley is able to perform its obligations.
- b. Program Marketing. Institution agrees to market and promote the Programs by adding a description of the programs in Institution's curriculum descriptions, websites, catalogues, student literature, admissions collateral and similar materials prepared by or for and published by Institution in whatever format.
- c. Paid Media. Institution shall not limit Wiley's ability to target media for the Programs by geography or bid on brand and programmatic keywords.
- d. Social Media. Institution shall provide Wiley with administration access to Institution social media account(s) at Wiley's request (including but not limited to: Facebook, LinkedIn, Twitter, Instagram, YouTube, blogs on the .edu), for the purposes of posting and promoting the Programs. Wiley will provide **pre-approved content** and editorial calendar for when and where posts should run.

2.8 Web Domains and Links.

- a. Institution agrees to place Wiley provided pixels and tags on Institution website(s) located at the primary .edu of the Institution (the "Institution Website") at Wiley's reasonable request. Wiley will provide any

necessary technical assistance at its own cost and expense. In addition, in the event Wiley provides Institution with recommendations for search engine optimization on the Institution Website, as relates to the Programs, Institution shall consider and implement such recommendation in the manner it deems appropriate.

- b. Institution shall provide Wiley two (2) DNS subdomains within thirty (30) days after execution of a Program Schedule. (e.g., online.Institution.edu, which shall delegate to Wiley’s DNS servers for purposes of Wiley fulfilling its obligations under this Agreement. Institution understands and agrees that Institution will provide referring redirect links from the Institution Website to web pages created and managed by Wiley. A list of redirect links will be provided to Institution detailing specific pages on the Institution Website along with requested copy. All copy and links will be approved by Institution and shall be maintained by Institution.
 - i. One (1) DNS subdomain will be for the website to be hosted by Wiley pursuant to Section 1.2.b above (e.g., online.Institution.edu).
 - ii. One (1) DNS subdomain will be for email. Institution will provide Email SPF Record and Marketing Automation DNS records.
- c. Website redesign. Institution agrees to notify Wiley at least 6 months in advance of any website redesign or refresh. In the event of any redesign or refresh, Institution agrees to re-instate all existing links between website properties.

2.9 Review and Approval. The Program-level Designee or, if a Marketing Designee for a Program is identified in the Program Schedule, the Marketing Designee shall respond to requests for approval of all Marketing Materials and other materials submitted to Institution by Wiley no more than five (5) business days after Wiley’s submission of the materials to Institution. If Institution does not approve the submitted materials, Institution shall provide to Wiley a written explanation describing the reason for such disapproval and an explanation for corrections necessary to receive Institution’s approval. Approval by Institution’s Designee shall not be unreasonably withheld or delayed, and if disapproval is not received by Wiley within the designated time period following submission of materials to Institution’s Designee, the materials shall be deemed approved.

Exhibit A
Form Program Schedule

This Program Schedule is dated as of _____, 20__ (‘Program Schedule Effective Date’) and entered into between _____ (“_____”) and Wiley edu, LLC with offices at 851 Trafalgar Court, Suite 420W, Maitland FL 32751 (“Wiley”) pursuant to and under the Master Services Agreement between the parties (“Agreement”) dated _____. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Degree/credential name:	(Program)
Term length:	
Credit hour tuition/fees:	
Credits for degree/credential:	
Number of student entry points per year:	
Term of Program Schedule:	The Term of this Program Schedule shall commence on the Program Schedule Effective Date and continue for a period of 7 years from the first date upon which students are enrolled in the Program (“Service Commencement Date”). The Term of this Program Schedule shall automatically renew for three (3) year periods unless either Party gives at least twenty (24) months written notice of non-renewal.
Planned Service Commencement Date:	
Institution Program Designee:	
Institution Marketing Designee:	
Wiley Program Designee:	

Services

Wiley shall provide the following services for the Program:

Service	To be provided by Wiley (Y/N)
---------	-------------------------------

Market Research Services	
Marketing Services	
Program Coordination Services	
Recruitment Services	
Enrollment Coordination Services	
Student Support Services	
Transcript Evaluation Services	
Student Financial Planning Services	
Survey Administration Services	
Technical Support Services	
State Authorization Services	
Field Placement Services	
LMS Services	
Program Development Services	

Revenue Share Percentages

<i><u>INSERT TABLE</u></i>		

Additional Terms:

- *IF APPLICABLE*

IN WITNESS WHEREOF, the Parties hereto have caused this Program Schedule to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

INSTITUTION

WILEY EDU, LLC

By: _____

By: _____

Printed Name

Printed Name

Its: _____

Its: _____

Date:

Date:

Exhibit B

Form Statement of Work

This Statement of Work is dated as of _____, 20__ and entered into between _____ (“_____”) and Wiley edu, LLC with offices at 851 Trafalgar Court, Suite 420W, Maitland FL 32751 (“Wiley”) pursuant to and under the Master Services Agreement between the parties (“Agreement”) dated _____. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

WHEREAS, Institution wishes to engage Wiley to provide consulting or project based services as described herein;

THEREFORE, Institution and Wiley agree to the following project scope, Deliverables and fees.

Scope of project:

Statement of Work Term:

Deliverables:

Fees and Expenses:

Institution Designee:

Wiley Designee:

Terms:

1. Payment: Institution shall pay all invoices submitted by Wiley no later than thirty (30) days after submission of the invoice.
2. Ownership of Materials: Unless otherwise noted, all Deliverables identified in this Statement of Work shall be considered a work made for hire on behalf of Institution, and Institution shall own all rights therein, including copyright according to the CBA. To the extent the Deliverables or anything contained therein or attached thereto does not qualify as a work made for hire, Wiley hereby conveys, transfers and assigns to Institution all right, title and interest (including copyright) in and to the Deliverables.

3. In the event of a conflict between this Statement of Work and the Agreement, the terms and conditions of the Statement of Work shall take precedence.

IN WITNESS WHEREOF, the Parties hereto have caused this Statement of Work to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

INSTITUTION

WILEY EDU, LLC

By: _____

By: _____

Printed Name

Printed Name

Its: _____

Its: _____

Date:

Date:









Wiley-University of Montana MSA 05052020-Final

Final Audit Report

2020-05-11

Created:	2020-05-11
By:	Tanya Barrett (tbarrett@wiley.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA45DrsK2R1LiQ9gkRQdiLdlXackYgcVQL

"Wiley-University of Montana MSA 05052020-Final" History

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Signature Date: 2020-05-11 - 2:17:58 PM GMT - Time Source: server- IP address: 150.131.64.152
-  Signed document emailed to Jon Harbor (jon.harbor@mso.umt.edu), Todd Zipper (tzipper@wiley.com), tbarrett@wiley.com, jody.parrow@mso.umt.edu, and 3 more
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