

**Letter of Agreement for Educational Services
between
Connect-123 LLC
and
Michigan State University**

Connect-123 LLC, registered in Austin, Texas, "Connect-123", and Michigan State University agree to cooperate as specified below.

Michigan State University wishes to contract the services of Connect-123 as described in this Letter of Agreement and the attached Addendum. The Addendum constitute an integral part of this Letter of Agreement. Should both parties agree, additional Addendum describing other programs may be added to this Agreement in the future.

Connect-123 provides practical educational services including unpaid internships, which form a part of a course of study. It does not provide job search or job placement services or access to paid staff positions.

To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a break of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. In no event shall Michigan State University be responsible for the acts or omissions of any student acting under or pursuant to this Agreement.

1. General Conditions

Either of the parties may terminate this Agreement by giving the other party advance notice of one year in writing. In the case where neither party expresses their intent to terminate, this Agreement will be automatically renewed on the anniversary date of signature.

By signing this Agreement, both parties agree to provide the services (Connect-123) and payments (Michigan State University) enumerated in this Agreement and the attached Addendum, according to the schedule(s) established.

Michigan State University may promote and represent the services of Connect-123 as its own; as contracted by Michigan State University to Connect-123; or as Connect-123 services. Michigan State University may offer and/or sell the services provided by Connect-123 to its own students and to qualified students from other institutions of higher education, without restriction.

Connect-123 reserves the right to approve in advance any promotional material used by Michigan State University in which mention is made of the Connect-123 name, of Connect-123 services, or in which the Connect-123 logo is used.

All information on host organizations where students volunteer or intern remains the exclusive property of Connect-123, and Michigan State University agrees not to contact host organizations directly or indirectly other than via Connect-123 for a period of three years from the date of termination of this Agreement.

Connect-123 does not enter into exclusive agreements with client institutions in any country. Thus Connect-123 may offer the same or similar services to institutions other than Michigan State University during the same or similar time periods to those described on the attached Addendum.

Indemnification. Each party agrees to defend, indemnify and hold the other, its trustees, officers, employees, and agents, harmless from any claims, liability or costs (including attorney's fees) arising out of the negligent acts or omission of the indemnifying party, its employees, or agents in connection with this Letter of Agreement.

Independent Contractor. Michigan State University and Connect-123 are independent contractors and neither is an agent, joint venture, or partner of the other. Connect-123 shall not have authority to bind Michigan State University or to enter into or execute contracts on its behalf.

Publicity. Neither party shall use directly or by implication the name of the other or any staff member, faculty member, student or employee of the other in connection with any product, publicity, promotion, financing or advertising without the prior written permission of the other party.

Interpretation. This Agreement and any associated Addendum represent the entire Agreement and understanding of the parties and supercede any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by written memorandum signed by Michigan State University and Connect-123. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included in the Agreement.

Non-Discrimination. Neither party will discriminate against any student or applicant because of race, color, religion, sex, national origin, disability or sexual orientation. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal opportunity, nondiscrimination and affirmative action. If a Michigan State University student experiences sexual harassment or sexual assault, Connect-123 must notify Michigan State University's Title IX Coordinator immediately. If the Title IX Coordinator is unreachable, Connect-123 must contact the Emergency Contact whose information is provided at the end of this Agreement.

2. Specific Conditions

Connect-123 will provide all services established and contracted on the attached Addendum.

For virtual/online programs, Michigan State University agrees to use reasonable efforts to:

Fairly and accurately represent to participating students the services to be provided by Connect-123.

Provide the details and framework for granting Michigan State University academic credit, including the coursework assigned to each student, and the name and contact information of the faculty supervisor(s) and/or academic department assigned to grade the internship and grant credit.

Ensure that all participants are fully aware of the refund and cancellation policies of the program as outlined below.

3. Payment of Fees Schedule

Once participant numbers are confirmed, Connect-123 will invoice Michigan State University the program fee described in the Addendum. Michigan State University agrees to pay the invoice, including any bank transfer fees, so that Connect-123 receives the funds no later than 15 days prior to the program start date or such other date by mutual agreement.

4. Refunds and Cancellations

All refunds are based on written confirmation of participant withdrawal as of the date received by Connect-123, as follows:

For virtual/online programs:

Provided that a student does not receive an offer in their first or second choice field, the program fee is fully refundable. After we receive written confirmation from Michigan State University of a student's participation, the program fee is not refundable for any other reason. Prior to confirmation, Connect-123 will discuss the program with students relative to their skills, interests and requirements, so that they are informed prior to committing.

"First or second choice field" is defined as the first and second choice internship areas listed on a student's application form or otherwise subsequently revised in writing by mutual agreement.

This agreement is signed in two original copies, one for each party.

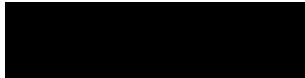
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day, and year set forth below.

Michigan State University

Name: Matt Gosselin

Position: Sr. Purchasing
Agent

Signature:



Date: 5/11/2020

Connect-123 LLC

Name:

Position:

Signature:

Date:

Michigan State University
PRIMARY CONTACT

Name:

Title:

Phone:

Fax:

Email:

Address:

Michigan State University
EMERGENCY CONTACT

Name:

Title:

Phone:

24-hour emergency phone:

Email:

Address:

ADDENDUM 1: List of Services and Fees for the MSU Virtual Internship Program

The following list of services will be provided by Connect-123:

1. Place students in internships that focus on their professional goals and academic interests for durations ranging from 6 to 8 weeks, 20 hours/week minimum, in the following locations:
first tier (based on US time zones): Cape Town, Buenos Aires, Dublin, Barcelona
second tier: Shanghai, Sydney
2. Provide an online orientation for students to introduce the program, describe expectations and mentoring available, and to discuss local culture.
3. Offer comprehensive support and guidance to students before, during and after participation on the program, as described in the MSU Global Remote Internship Program Proposal.
4. Facilitate communication between internship supervisors and Michigan State University, for example, regarding feedback and evaluations.

Virtual Internship Program Fee:
\$850/student

Program Dates:
Application Deadline: June 1, 2020
Start Date: June 29, 2020