



MEMORANDUM OF UNDERSTANDING

between

Office of Extended Learning
University of North Dakota

And

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

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

The Courses will be offered online.

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

OEL will:

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

CEM will:

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

Compensation.

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

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

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

Duration and Termination.

- a. The term of this Agreement shall commence on the Effective Date and, unless terminated, shall continue until April 12, 2023 (the "Term").
- b. The agreement will be reviewed annually.
- c. This Agreement may be terminated by OEL, CEM or Faculty upon written notice. The effective date of any termination shall be two (2) months from the date of receipt of the notice by the other party.

Liability and Indemnification. Each party shall be responsible for its own acts and omissions. The tort liability of the University shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Neither party shall be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control.

Insurance. Each party will maintain an amount of insurance that it determines to be adequate to cover any liabilities that may arise out of its performance of this Agreement.

Miscellaneous.

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

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

If to Office of Extended Learning:

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

If to College of Engineering and Mines:

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

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

Office of Extended Learning

DocuSigned by:
By: Lynette Krenelka
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Lynette Krenelka, Executive Director
TTaDA

Date: 4/13/2021

DocuSigned by:
By: Jeffrey Holm
91096DE2FC97449...
Jeffrey Holm, Vice Provost
Online Education

Date: 4/13/2021

College of Engineering and Mines

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

Date: 4/13/2021