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Promineo Education, LLC.
12211 W Bell Rd #107
Surprise, AZ 85378

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement for Non-Credit Courses ("Agreement") is between Promineo Education, LLC. ("Promineo"), a for-profit corporation doing business in the state of Arizona, located at 12211 W. Bell Rd. #107 Surprise, AZ 85378, and University of North Dakota ("College") a public institution of higher education and an instrumentality of the state of North Dakota organized under the constitution of the state, (collectively, the "Parties"), for the provision of certain educational services for non-credit courses within the State of North Dakota.

The Parties agree as follows:

1. **"Agreement"** means this Educational Services Agreement, any attachments to this Agreement, and each amendment to this Educational Services Agreement.

2. **Term**. This Agreement will be effective on the date that authorized representatives of both Parties have signed it and will expire on **April 12, 2023** ("Term") unless terminated outline in Paragraph 7.

3. **Services and Materials Provided.**

   3.1. Promineo will provide courses and instruction ("Services"), for students registered through College ("Students") that wish to offer the courses ("Courses"). The Courses will be approved by the College and meet the College's curriculum standards for non-credit courses. The types of Courses that the College will offer through Promineo are generally described as Non-credit Information Technology.

   3.2. College will make the Courses available at its and other sites it may arrange including online or physical locations.

   3.3. Promineo will provide materials for each Course that meet the standards of the College where Promineo is teaching the Course.

   3.4. Promineo may publicize the Courses with the College's prior written approval. College will approve the means and content of any publicity, including the use of College's names and logos.

4. **Registration**.

   4.1 All Students must complete any College Non-Credit Student Application forms and comply with any college registration procedures prior to enrollment. Promineo will have access to the names and e-mail addresses of the Students.

5. **Course Fee.**

   5.1. Promineo and the College will mutually agree on the charges assessed to Students for each Course based on the type of Course. The course costs have been outlined to the college by Promineo in "Schedule B – Fees for Services".

   5.2. College collects the charges and pays Promineo based on the amount or calculation agreed upon by both parties.

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5.3. Charges for the Courses may increase for each year of the Term or Renewal Term of this Agreement, so long as the increases are reasonable and both parties agree.

5.4. Students will receive a full refund of all monies paid given they provide written notice to withdraw before the first day of class. After the program starts, Course charges are non-refundable.

5.5. College may require a minimum number of Students to enroll into a session of a Course before authorizing Promineo to teach it.

6. **Evaluation**. Promineo will control the substantive content of each Course it sponsors, subject to College's approval. The College may, at any time, evaluate the Courses provided by Promineo.

7. **Termination.**

7.1. College may terminate its participation with Promineo at any time.

7.2. Either party may terminate this Agreement by providing written notice to the other party 30 days before the termination date. Additionally, the College may terminate this Agreement immediately if funds for this Agreement become unavailable for its non-credit course program.

8. **Release.** University of North Dakota will not be liable to Promineo for the misuse by any Student of the Course materials.

9. **Insurance.** Promineo will adhere to any insurance requirements set forth by College.

10. **Nondiscrimination.** Promineo will comply with all applicable state and federal law, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination.

11. **Governing Law.** This Agreement will be governed by the laws of the State of North Dakota.

12. **Amendment.** The Parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

13. **Use of College Logo or Name.** Promineo may use College's name or logo for the courses subject to this Agreement.

14. **Independent Contractor Certification.** Promineo certifies that it is an independent contractor. Promineo will be solely responsible for paying all applicable taxes and other governmental fees relating to its employees and contractors.

15. **Taxes.** Promineo will be solely responsible for paying any taxes or other charges associated with providing the Services.

16. **Student Financing.** Promineo Tech has a Private Student Financing Program Agreement with Climb Credit Inc. and Climb Investco, LLC. If a student chooses to finance their tuition via the lender, Promineo collects the charges and pays the college based on the amount or calculation agreed upon by both parties.

Approved by Legal Counsel (SJ) 4-12-21

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17. Exclusivity. Promineo Tech and The University of North Dakota have an interest to enter this agreement with exclusivity in the state of North Dakota. During the exclusivity period, Promineo Tech will not solicit, sell or promote any of the property listed within this agreement to any other colleges in the state of North Dakota. In turn, University of North Dakota will not solicit, sell or promote competing coding bootcamp providers that offer curriculum for Back End Software Development, Front End Software Development, Data Engineering programs, or related bootcamp programs. The University of North Dakota will be the sole provider of Promineo's Back End Software Development, Front End Software Development and Data Engineering programs for the duration of the exclusivity period. The exclusivity period shall begin on April 12th, 2021 and will conclude on April 12th, 2023, or until the date of Termination in accordance with Section 7 herein.

College
University of North Dakota

Signature: DocuSigned by: lynette krenelka B09DA631ABAB47F...

Lynette Krenelka
Dir of OEL & Exec Dir of TTaDA

Date: 4/12/2021

Email: lynette.krenelka@und.edu

Signature: DocuSigned by: Jeffrey Holm

Vice Provost Online Education

Date: 4/12/2021

Email: jeffrey.holm@und.edu

Contractor
Promineo Education, LLC.

Signature:

Name: Nick Suwyn
Title: President

Date: 4/12/2021

Email: [redacted]

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SCHEDULE A - STATEMENT OF WORK

This sets forth the objectives to be reached in accordance with the Agreement.

A. INDEPENDENT CONTACTOR Responsibilities:
- Provide instructors, instruction, including iteratively updated curricula, and online class materials for online/remote software developer courses. Includes slack support for students, weekly individual 30-minute mentoring sessions, office hours, grading and student feedback.
- Provide University of North Dakota branded Learning Management System.
- Assist University of North Dakota in developing appropriate marketing materials and landing page for application/registration, including screening/assessment tools for students to determine readiness for courses.
- Monitor student progress and maintain student records.
- Provide student recruiting and program education services.

B. College's Program Responsibilities:
College shall provide the following:
- In partnership with Promineo, offer Front End and/or Back End Software Developer training programs to the community.
- In partnership with Promineo, offer Data Engineering training programs to the community.
- Conduct and manage online, in-person and/or telephone student application and registration, including collection of fees.
- Provide updated and final class rosters to instructor and Promineo before class starting date.

SCHEDULE B – FEES FOR SERVICES

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This sets forth the fees for services payable by College to Promineo in accordance with the terms set forth in the Agreement:

Fees for Services

Front End and/or Back End Software Developer Enrollments	Fee Per Student to Promineo
Price Per Student	$2,750.00
Maximum Student/Cohort	16
Minimum Student/Cohort	4

Total $ 44,000 max 16 students per cohort

Enrollments Data Engineering	Fee Per Student to Promineo
Price Per Student	$3,750.00
Maximum Student/Cohort	16
Minimum Student/Cohort	4

Total $ 60,000 max 16 students per cohort

Invoices may be submitted after class starts to: patricia.young@und.edu

Approved by Legal Counsel (SJ) 4-12-21