

ONLINE PROGRAM AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY

AND

VIRTUAL INTERNSHIP PARTNERS LIMITED

THIS ONLINE PROGRAM AGREEMENT ("**Agreement**"), effective as of **May 1, 2020** (the "**Effective Date**"), is by and between Michigan State University, an educational institution organized and existing under the laws of the State of Michigan, having a business address of Michigan State University, 220 Trowbridge Rd, East Lansing, MI 48824 ("**UNIVERSITY**") and Virtual Internship Partners Limited, a company incorporated in England and Wales with registered number 11234698 and having its registered office at 3Space, Keetons & Collett, Keeton's Road, London, SE16 4EE ("**VI**") (each or both of UNIVERSITY and VI hereinafter may be referred to as a "**Party**" or the "**Parties**").

WHEREAS, UNIVERSITY offers degree programs in a wide variety of disciplines that are academically enhanced by practical experiences outside the traditional classroom setting; and

WHEREAS, UNIVERSITY wishes to enter into an agreement with VI to establish opportunities for UNIVERSITY's students to gain practical experience by working in online unpaid internships, in a mutually agreed program format (the "**Program**") during the students' educational careers at UNIVERSITY; and

WHEREAS, VI wishes to provide the Program pursuant to the terms of this Agreement, including the sourcing of internship organizations, the provision of support and supervision to UNIVERSITY's students and other services as mutually agreed.

1. The UNIVERSITY/VI Program

- 1.1. Engagement. UNIVERSITY hereby engages VI to collaborate on the development and administration of the Program for UNIVERSITY's students ("**Participants**") upon the terms and conditions provided in this Agreement.
- 1.2. Program Purpose. VI Programs are an opportunity to gain online work experience, training and/or professional skills in one of VI's network of international organizations. UNIVERSITY and VI agree to cooperate in managing the expectations of Participants before they embark on one of VI's Programs and to ensure Participants' commitment to completing the applicable VI Program.

2. Responsibilities of VI

Subject to the terms and conditions set forth herein, VI agrees to provide the following Program-related services:

- 2.1. Work Placement. VI will arrange for each Participant an unpaid online work placement (“**Placement**”) with a company or non-profit organization (“**Host Organization**”) from its global network of Host Organizations. Depending on the UNIVERSITY or Participant's preferences, the Placement will be part-time (20 hours per week) or full-time (30 hours per week), lasting a total minimum of 120 hours and a total maximum of 500 hours across 1 to 3 months. The Placement will meet the criteria set out in clause 5.3 below. The number, dates and duration of Placements will be agreed separately between the University, Participants, and VI.
- 2.2. Program Experience Manager and Internship Coach. Participants will be assigned a personal career Program Experience Manager and Internship Coach who will assist them before, during, and after the Program in the manner explained in the Participation Agreement between VI and the Participants.
- 2.3. Weekly Group Discussions and Business Webinars. Throughout the Program, Participants will be invited to join weekly group Google hangouts or business webinars.
- 2.4. CareerBridge. Participants will be given access to an online curriculum, specially tailored to their Program, using VI’s online professional development platform, CareerBridge.
- 2.5. Evaluation and Report. On completion of their Program, Participants will receive an evaluation from their Host Organization supervisor, an end of Program report, and will be provided with a complimentary membership in the VI Alumni Network.
- 2.6. Changes. VI reserves the right to change its suppliers and the format of its Program as and when necessary at its sole discretion. However, it will endeavor to provide as similar a Program as possible at all times.

3. UNIVERSITY Responsibilities

Subject to the terms and conditions of this Agreement, UNIVERSITY agrees to provide the following Program-related services:

- 3.1. Program Promotion. UNIVERSITY will advise eligible Participants regarding the Program opportunities and responsibilities permitted through this affiliation with VI.
- 3.2. Primary UNIVERSITY Contact. UNIVERSITY will formally designate one (1), or more, representatives from UNIVERSITY who will serve as liaisons with VI. These individuals will be the primary contact (s) with VI and will provide on-campus advice and counseling for Participants seeking information on VI and its Programs.
- 3.3. Program Deadlines. University agrees to follow VI Program deadlines for Participants on approved Programs, as per the time frame agreed upon by the Parties.

3.4. Orientation. University shall provide pre-Program orientations and materials to Participants consistent with UNIVERSITY's approved international education programs. UNIVERSITY's orientation shall include a review of all UNIVERSITY policies and procedures applicable to Participants during their Program, including policies concerning the prevention and reporting of discrimination, including sexual harassment and assault. The Parties shall agree in advance of any Program on their respective roles with respect to communicating and implementing applicable UNIVERSITY and VI policies and procedures.

4. COST:

4.1. The Program Fee for the Program shall be USD 1295 per Participant.

5. PAYMENT TERMS AND OTHER CONDITIONS

5.1. UNIVERSITY will provide names and information of all confirmed students to VI before the Program start date.

5.2. All confirmed students will be required to go through VI's virtual video application process. VI reserves the right not to accept any prospective UNIVERSITY students that it deems unsuitable for the Program, in accordance with the terms of its Participation Agreement. VI does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, age, national origin, citizenship, disability, pregnancy, veteran status, or other any other legally protected characteristic. Any student not accepted onto the VI program will not be liable for any fees and will receive a full program refund. As explained in VI's [Privacy Policy](#), VI will share the video applications of successful Participants with Host Organizations via a secure portal.

5.3. VI will place Participants in a Placement according to the following criteria:

5.3.1. If the Participant selects the International Focus track, they are guaranteed a Placement in their chosen country (choice of China, Japan, South Korea, Vietnam, India, or the United Kingdom). The Participant will also be given the chance to rank Career Fields (18 to choose from) between 1 and 3. VI endeavours to place Participants in a Host Organization in their first choice Career Field, but if this is not possible the Participant will be placed in a Host Organization in their 2nd or 3rd Career Field.

5.3.2. If the Participant selects the Career Field Focus track, they are guaranteed a Placement in their chosen Career Field (18 to choose from). The Participant will also be given the chance to rank countries (choice of China, Japan, South Korea, Vietnam, India, or the United Kingdom) between 1 and 3. VI will endeavour to place Participants in their first choice country, but if this is not possible the Participant will be placed in their second or third choice country.

- 5.4. A Placement is considered confirmed when a student has provided a written confirmation of accepting the Placement.
- 5.5. VI will issue one invoice to the University in relation to all Program Fees when agreed between the Parties, although this shall be no later than 6 weeks before the Program Start Date. The invoice shall be payable within 15 days of receipt. UNIVERSITY shall pay all Program Fees by wire transfer where possible and acknowledges that paying the Program Fees using a merchant-facilitated payment method will be subject to a 2% processing fee.
- 5.6. If a Participant withdraws from the Program (or the UNIVERSITY cancels their Program) within 3 weeks of the UNIVERSITY providing their details under clause 5.1 and before they have accepted a Placement, VI shall issue a 70% refund of the Program Fee in relation to that Participant.
- 5.7. If a Participant withdraws from the Program (or the UNIVERSITY cancels their Program) more than 3 weeks after the UNIVERSITY providing their details under clause 5.1 and before they have accepted a Placement, VI shall issue a 30% refund of the Program Fee in relation to that Participant.
- 5.8. Except as set out in clause 5.9, no refunds of the Program Fee shall be due in relation to a withdrawal or cancellation after a Participant has accepted a Placement.
- 5.9. If a Participant withdraws before or during his or her Program period due to compelling circumstances beyond his/her control such as serious illness, or major family emergency, VI will make good faith effort to refund recoverable costs and fees already paid by UNIVERSITY on behalf of the Participant. In all cases evidence and documentation should be provided to support the case.
- 5.10. Based on this Agreement, UNIVERSITY may pursue Programs at other times of year and/or at other VI locations. Additional Program times or locations shall utilize a similar timeline to the one above, and will be arranged in advance between the Parties.
- 5.11. Cancellations. If, for whatever reason, VI must cancel one its Program prior to the Participant starting the Program and for reasons, which are in no way attributable to the Participant then, subject to clause 13.2 (Force Majeure), a full refund of the Program fee will be given to either the Participant or UNIVERSITY. No compensation will be given by VI for any other costs incurred in relation to the Program by the Participant or any other person.

6. Compliance with UNIVERSITY and VI Policies and Procedures.

- 6.1. During their online internship, Participants shall be subject to the applicable policies and procedures of UNIVERSITY and VI, as communicated to Participants from time to time.
- 6.2. All Participants shall be required to sign VI's standard Participation Agreement before the applicable Program Start Date.
- 6.3. In the event that a Participant violates any of VI's policies or procedures, VI reserves the right, in consultation with UNIVERSITY, to suspend or dismiss the Participant from the Program, without refund.

7. Agreement Contacts

- 7.1. UNIVERSITY and VI agree to designate the following individuals ("**Points of Contact**") to oversee and facilitate implementation of this Agreement in cooperation with other appropriate administrators within UNIVERSITY and VI:

For VI:

Name: Jessica Rutkowski

Title: University Partnerships Manager

Email: j.rutkowski@crccasia.com

Phone: +1 267 534 2984

For UNIVERSITY:

Name: Max Olivero

Title: Field Experience Coordinator & Academic Advisor

Email: [REDACTED]

Phone: 517-353-6757

- 7.2. The UNIVERSITY Points of Contact will communicate the policies and procedures of UNIVERSITY applicable to VI Programs and Participants to VI. The VI Points of Contact will communicate the policies and procedures of VI applicable to VI Programs and Participants to UNIVERSITY. The Points of Contact will periodically review and evaluate VI Program(s) and services offered.

8. Term and Termination

- 8.1. Term. This Agreement will be valid for one (1) year from the Effective Date unless earlier terminated in accordance with the terms herein. This Agreement may be renewed upon the mutual written consent of the Parties through the execution of a separate agreement.
- 8.2. Termination for Convenience. Either Party may terminate this Agreement for any reason or no reason, without penalty or further obligation, upon the provision of at least three (3) months' advance written notice to the other Party of its intention to

terminate, provided that all Participants enrolled in the Program with start-dates occurring before the termination date shall be permitted to pursue and finish their selected Program, and VI will be reimbursed for this Program in the ordinary way.

- 8.3. Termination for Cause. Either Party may terminate this Agreement immediately, upon written notice to the other Party, in the event that the other Party breaches any of its obligations hereunder. Where possible, the non-breaching Party shall provide the breaching Party with prior written notice of the breach and provide a reasonable opportunity for the breaching Party to cure such breach.
- 8.4. Refunds following Termination by UNIVERSITY. If UNIVERSITY terminates this Agreement under this clause 8 and the termination date occurs after VI has started work on finding Placements for any Participants, but before the Program Start Date of those Participants, the refund terms in clause 5 will apply.

9. Confidential Information

- 9.1. In this Agreement, “**Confidential Information**” shall mean (a) the terms and conditions of this Agreement, including Program Fees, (b) any and all information marked as confidential by either Party, (c) the student educational record information of Participants (as defined in the US Federal Education Rights and Privacy Act (FERPA)) disclosed during the course of any Program (whether before, on or after the date of this Agreement) or relating in any way to the Program, and (d) any other personal information of Participants collected by VI and shared with UNIVERSITY in the course of the Programs.
- 9.2. The Parties agree (a) to keep the Confidential Information strictly confidential, (b) not to disclose the Confidential Information to any third party without the other Party’s prior written consent, and (c) only to use the Confidential Information for the purposes of executing their respective obligations under this Agreement and in accordance with all applicable data protection laws.
- 9.3. The obligations set forth above shall not apply to Confidential Information which (a) is in the public domain through no fault of the disclosing Party, or (b) was lawfully known prior to its disclosure.
- 9.4. Each Party recognizes that it has no rights to, or interest in, the Confidential Information of the other Party other than for the purposes set out in this Agreement and that it shall, upon request, promptly return any and all tangible media associated in any way with the Confidential Information or on which such Confidential Information is in any way recorded and which are in its possession, custody or control within seven (7) days of such request by the other Party.

10. CRCC Asia

Certain aspects of the Program may be delivered by VI's affiliate CRCC Asia and officers, employees, and contractors thereof. UNIVERSITY may have worked previously with CRCC Asia on international internship programs. For the avoidance of doubt, Your contract is with VI and VI is ultimately responsible for the delivery of Your Program. Any services provided by CRCC Asia are done so pursuant to a separate contract between CRCC Asia and VI.

11. Mutual Indemnification; Limitation on Damages

- 11.1. VI, for itself, its employees, agents, officers, directors, and representatives, agrees to defend, indemnify and hold harmless UNIVERSITY, its employees, agents, officers, directors, and representatives (in their official and individual capacities) (the **"UNIVERSITY Representatives"**) from and against any and all liability whatsoever for any and all damages, losses or injuries (including death) (**"Losses"**), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including reasonable attorney's fees, which arise out of, result from, occur during or are connected in any manner with this Agreement, except for such Losses as may be caused by the gross negligence or willful misconduct of the UNIVERSITY Representatives.
- 11.2. UNIVERSITY, for itself, its employees, agents, officers, directors, and representatives, agrees to defend, indemnify and hold harmless VI and CRCC Asia, their employees, agents, officers, directors, and representatives (in their official and individual capacities) (the **"VI Representatives"**) from and against any and all Losses which arise out of, result from, occur during or are connected in any manner with this Agreement, except for such Losses as may be caused by the gross negligence or willful misconduct of the VI Representatives.
- 11.3. Notwithstanding anything to the contrary contained in this Agreement, neither VI nor CRCC Asia shall have any liability to the UNIVERSITY, nor shall the UNIVERSITY have any liability to VI or CRCC Asia for any special, incidental, punitive or consequential loss, damage, or expense (including without limitation, lost profits or opportunity costs) caused by the acts or omissions of it or its agents, even if advised of their possible existence.
- 11.4. VI and CRCC Asia's maximum aggregate liability relating to the performance of VI's obligations under this Agreement (regardless of form of action, whether in contract, tort, negligence or otherwise) shall not exceed the lesser of (a) the actual damages incurred by UNIVERSITY as a result of the event(s) giving rise to the liability, or (b) the total amount paid to VI by UNIVERSITY for the twelve (12) months prior to the month during the Term in which the latest event, act or omission occurs which gives rise to such liability.

12. Insurance

UNIVERSITY and VI agree to maintain adequate general liability insurance coverage for their respective operations relating to the performance of this Agreement. A certificate of insurance will be made available to the other Party upon written request.

13. General

- 13.1. Governing Law; Disputes. This Agreement shall be construed in accordance with and governed by the laws of England and Wales, without regard to its conflict of laws rules. The Parties agree that all disputes arising out of this Agreement and the activities conducted hereunder that require the adjudication of a court of law, must be adjudicated only in the Courts of England and Wales, to the exclusion of any other court or jurisdiction.
- 13.2. Force Majeure. VI shall not be responsible or liable for changes or cancellations to VI Programs under any of the following circumstances: war or threat of war, terrorism or threat of terrorism, civil strife, riot, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, ice and river conditions, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a “force majeure” and in such cases no refund or compensation for any loss will be given UNIVERSITY unless otherwise determined in VI’s sole discretion.
- 13.3. Entire Agreement; Amendments; Counterparts. This Agreement represents the complete understanding between VI and UNIVERSITY concerning the subject matter hereof and supersedes any previous or contemporaneous understandings between the Parties, whether written or oral. This Agreement cannot be changed or amended except in writing and signed by an authorized officer or agent of VI and UNIVERSITY. This Agreement may be executed in one or more counterparts.
- 13.4. Notices. All notices under this Agreement must be in writing and shall be sent by prepaid international courier (e.g. DHL, FedEx, Aramex) or electronic mail to the addresses set forth in clause 9 hereof.
- 13.5. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Agreement, this Agreement will be construed as if the unenforceable provision was not present, and the Parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.
- 13.6. Waiver. Failure of either Party to insist upon the performance of any term, covenant, or condition in this Agreement, or to exercise any rights under this

Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right, and the obligation of each Party with respect to such future performance will continue in full force and effect.

- 13.7. Relationship of the Parties. The relationship between the Parties under this Agreement shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership, or agency between the Parties. As independent contractors, each Party is responsible for its own debts, obligations, acts and omissions, including payment of all required withholding, social security and other taxes or benefits of its employees. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Nothing in this Agreement is intended to or shall be deemed to constitute any Party the agent of the other Party, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party.
- 13.8. Subcontractors. VI shall exercise reasonable care, consistent with applicable industry standards, when selecting subcontractors to provide Program-related services. Notwithstanding anything to the contrary contained in this Agreement, VI shall not be responsible for the acts or omissions of any VI subcontractor, absent a demonstration of gross negligence or willful misconduct by VI with respect to the identification and selection of any VI subcontractor.
- 13.9. Use of Name, Logo and Trademarks. The Parties recognize that each Party is the sole owner of its name, logo and trademarks ("**Trademarks**") and has the right of exclusive use and control of its Trademarks. Neither Party nor any of its employees or agents shall use the other Party's Trademarks without the prior written approval of the other Party.
- 13.10. Compliance with Applicable Laws. The Parties will comply with all applicable federal, state and local laws and regulations in performing their obligations hereunder, including without limitation those relating to confidentiality of student information and records, import/export control, economic sanctions, anti-terrorism, trafficking in persons, anti-kickback enforcement, foreign corrupt practices, public liability and employment insurance.

IN WITNESS WHEREOF, UNIVERSITY and VI have caused this Agreement to be executed by their duly authorized representatives.

VI:

UNIVERSITY:

Name: Daniel Nivern

Title: CEO & Co-founder

Date:



NAME : Matt Gosselin

Position: Senior Purchasing Agent

Date: 5/11/2020