



HARVARD | BUSINESS | SCHOOL

June 1, 2016
MR. GORDON JONES
FOUNDING DEAN, COLLEGE OF INNOVATION AND DESIGN
BOISE STATE UNIVERSITY
MAIL STOP 1070
1910 UNIVERSITY DRIVE
BOISE, IDAHO 83725
USA

Dear Dean Jones:

We are delighted that Harvard Business School ("HBS"), through its HBX unit, will have the opportunity to provide students of BOISE STATE UNIVERSITY COLLEGE OF INNOVATION AND DESIGN ("BSU-CID") the online course described in the Attachments, attached hereto (the "Programs").

Enclosed are the terms and conditions of the agreement (the "Agreement") under which HBS offers to provide the Programs to your students. To confirm your acceptance of this offer, please return a scanned electronic or original hard copy of the Agreement no later than July 1, 2016 to the address provided below. This offer will expire after thirty days. By returning an electronic copy showing your electronic or manual signature you will have indicated your intention that the contract is authorized by and binding on BSU-CID.

All of us at Harvard Business School look forward to working with you. If you have any questions or need information, please contact me at 617.495.7120 or gschwartzmoore@hbs.edu.

Please return a signed copy by July 1, 2016 to:
Gary Schwartz-Moore
Harvard Business School
Soldiers Field
Boston, MA 02163

Sincerely yours,
Gary Schwartz-Moore

Associate Director, University Relations

Enclosures

Agreement

This Agreement, dated as of the last date indicated after the signatures ("Effective Date"), is made by and between Harvard Business School, through its HBX unit ("HBS" or "HBX") and BSU-CID ("CLIENT").

1. Engagement to provide Programs

- a. Engagement. This Agreement concerns the online provision by HBS of the HBX program(s) (the "Program") to cohorts (each a "Cohort") of CLIENT students ("Participants") as described in the Program attachment(s) (each, a "Program Attachment") attached hereto. Each Cohort shall be covered by a Cohort agreement (each, a "Cohort Agreement") in the form attached hereto, which will be completed for such Cohort(s) and executed by HBS and CLIENT. CLIENT understands that the credential of completion provided by HBS to Participants upon successful completion of the Program does not constitute, and HBS does not offer, course or degree credits or any formal academic credential for the Program.
- b. HBX shall have no obligation to provide the Program until it has received and countersigned one or more Cohort Agreements and CLIENT has made payment pursuant to Section 2.b. Upon execution of a Cohort Agreement, HBX agrees to provide to the Cohort, and CLIENT agrees to accept, the Program under the terms of this Agreement and the relevant Cohort Agreement.

2. Program Fees & Payment Policy

- a. Program Fees. Unless otherwise stated in this Agreement, the "Program Fees" will be set according to the number of CLIENT students participating in the Program (the "Per Participant Fee")
- b. Payment. CLIENT will send a list of participants to HBS twenty-one (21) days prior to each Cohort start. On receipt of the list HBS will email participants to invite them to register. HBS will issue an invoice to the CLIENT after registration is completed. Payments are due in U.S. dollars within thirty (30) days of the invoice date and are non-refundable.
- c. Program Fee: CLIENT will commit to a minimum of 50 Participants whom CLIENT wishes to be able to include in the program during the Term of this Agreement. Based on this commitment HBS will determine the appropriate Program Fee. In the event that the number of Participants who take part in the Program pursuant to this Agreement (the "Actual Number") is fewer than the Committed Number, HBS will invoice CLIENT for, and CLIENT shall promptly pay, an amount equal to (x) the Committed Number minus the Actual Number, multiplied by (y) the per Participant fee for that Contract Year.
- d. Additional Participants.
 - i. CLIENT may inform HBS that it wishes to increase the number of Participants beyond the number covered by the initial invoice prior to the commencement of a Cohort. If the additional Participants can be accommodated, HBS will issue one or more supplementary invoices. CLIENT must pay the Per Participant Fee indicated in the Cohort Agreement for each additional Participant prior to the commencement of such Cohort.
- e. Withdrawal of Participants
 - i. CLIENT may inform HBS within ten (10) days of the Cohort start date that a Participant would like to withdraw. CLIENT will still be obligated to meet the contractually agreed upon minimum. Once ten (10) days has passed CLIENT will be invoiced in full for that Participant whether the Participant withdraws or not.
- f. Taxes. Program Fees are exclusive of taxes, which are the responsibility of CLIENT.
- g. Pricing Confidentiality. CLIENT agrees that the negotiated price is considered HBS confidential information and will not disclose it to others.

3. HBS Limitation of Liability and Change Policy

- a. In no event will HBS's liability to CLIENT relating to a Cohort taking the Program exceed the Program Fee paid by CLIENT to HBS for such Cohort, and in no event will HBS's liability to CLIENT relating to the Program exceed the Program Fees paid by CLIENT to HBS for the Program.
- b. Participant spots in a Cohort are transferable until five (5) business days prior to the start of the Cohort. CLIENT may request a reasonable change in start date until payment has been made for the Program.

4. Term and Termination

- a. Term. The term of this Agreement (the "Initial Term") shall be one (1) year from the Effective Date, unless extended or sooner terminated in accordance with this Section 4. Unless either party terminates this Agreement as provided herein, the Initial Term may be extended for additional one-year terms (each, a "Renewal Term") upon written notice from CLIENT sent at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term.
- b. Termination. Either party may terminate this Agreement:
 - i. Immediately upon written notice in the event the other party breaches any provision of this Agreement and such breach, if capable of cure, is not cured within fourteen (14) days of written notice thereof, or
 - ii. For any reason at any time, upon either ninety (90) days prior written notice if during the Initial Term or upon thirty (30) days prior written notice if during any Renewal Term.
- c. Certain Consequences of Termination. Upon expiration or termination of this Agreement, HBS shall have no further obligations under this Agreement, except that, subject to Section 1, if a Cohort has registered for, but not yet completed, the Program before the expiration or termination of the Agreement, and payment for such Cohort has been made in full, HBS and CLIENT will cooperate to provide the Program to such Cohort (unless this Agreement has been terminated for breach, in which event the non-breaching party may determine reasonably how the parties will deal with such previously registered Participants). If either party terminates this Agreement in accordance with the provisions of this Section 4, such party shall have no liability to the other party for any damages, losses or expenses resulting from the termination. No termination shall relieve either party of (i) any obligation to pay amounts that were due under this Agreement on the effective date of the termination or (ii) any liability for such party's breach of this Agreement.

5. Force Majeure

Neither party shall be held responsible for any damages resulting from any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar cause beyond its control and without fault or negligence of the delayed or nonperforming party. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect. If a force majeure event prevents HBS from providing the Program to Participants when scheduled, or prevents Participants from participating in or accessing the Program when scheduled, HBS's sole obligation will be to use good faith efforts to reschedule the Program for Participants who were prevented from participating or accessing on the originally-scheduled date, applying payments for such Participants to the later-scheduled Program.

6. Compliance with Law

CLIENT represents and warrants to HBS that neither CLIENT nor its Participants are or will be at the start of any Cohort on any prohibited party list maintained by the U.S. government or otherwise precluded by United States law from participating in or accessing the Program. No refund of amounts paid hereunder will be made if HBS determines that it cannot provide a Program to Participants consistently with United States law. In such cases, HBS will make good faith efforts with CLIENT to transfer seats to other Participants from CLIENT if that may be lawfully done.

7. Terms of Use; Harvard Business School Community Values; Access to Information

- a. **Terms of Use.** The provision of the Program by HBS will be subject to the Program's Terms of Use (available at <http://hbx.hbs.edu/terms-of-use/>) and Privacy Policy (available at <http://hbx.hbs.edu/privacy-policy/>), and each Participant will be required to agree to them.
- b. **Community Values.** All Participants are also required to acknowledge and agree to uphold the Harvard Business School Community Values when participating in the Program, as set forth below:

The mission of Harvard Business School is to educate leaders who make a difference in the world. Achieving this mission requires an environment of trust and mutual respect, free expression and inquiry, and a commitment to truth and lifelong learning.

Students, Program Participants, faculty, staff, and alumni accept these principles when they join the HBS community. In doing so, they agree to abide by the following Community Values:

- Respect for the rights, differences, and dignity of others
- Honesty and integrity in dealing with all members of the HBS community
- Accountability for personal behavior

Harvard Business School can and should be a living model of these values. To this end, Program Participants have a personal responsibility to integrate these values into every aspect of their experience with HBS. By signing this Agreement, CLIENT acknowledges its understanding of this statement, and commits to communicate its importance to all Participants.

- c. **Access to Information.** HBS will give CLIENT access to certain information about Participants' progress through the Program if the Participants provide HBS consent to do so. If CLIENT wishes to have such access, CLIENT should arrange with the Participants to provide HBS with the requisite consent in the Program registration process. Once consent is provided, HBS will give a limited number of identified CLIENT representatives access to information concerning the Participants' progress through the Program. If a Participant declines to provide HBS consent, HBS will inform CLIENT but will be unable to give CLIENT access to such information.

8. Use of Name and Insignia

- a. HBS and/or HBX shall at all times be identified as the creator, proprietor and provider of the Program, and in no event shall CLIENT identify itself as a partner or joint venturer with HBS or HBX.
- b. Before HBS or CLIENT initiates any contact with the media (via news release or other channels) regarding educational activities between them, such contact must be pre-approved by, and is subject to monitoring by, both CLIENT and the HBS signatory to this Agreement.
- c. Neither CLIENT nor any Participant may use the Harvard Business School or HBX name or insignia/logo, or any other name, logo or identifier associated with Harvard University or any of its units, in printed material, electronic media, clothing or otherwise, except with written approval in advance by the HBS signatory to this Agreement and in accordance with any restrictions required by HBS. Without limiting the foregoing, CLIENT will provide HBS for its review any promotional or informational material referring to the Program or CLIENT's relationship with HBS, and will not use any such material without HBS's prior written approval.
- d. HBS will have the right to include CLIENT's name and logo on its list of clients, unless CLIENT has informed HBS in writing that HBS may not do so.

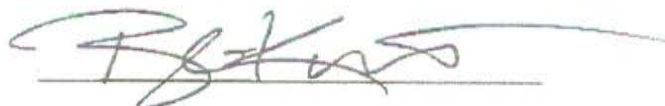
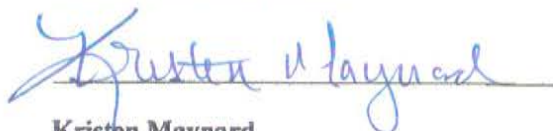
9. Miscellaneous

- a. Relationship of the parties. The parties are independent contractors and not joint venturers, partners or agents of each other. Neither party shall have authority to incur any obligations or expenses on behalf of the other party or to act in any other manner on behalf of the other party or in its name.
- b. Non-exclusivity. Nothing in this Agreement shall limit HBS's freedom to provide the Programs independently of CLIENT or to competitors of CLIENT.
- c. Assignment. Neither party may assign or transfer this Agreement without the consent of the other, and any attempted assignment or transfer without such consent shall be void.
- d. Waiver. Any waiver by either party of a breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach.
- e. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of The Commonwealth of (excluding conflict of laws rules).
- f. Entire Agreement; Amendment. This Agreement together with its Attachments and any Cohort Agreements constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments, and writings relating to such subject matter. It may be amended only by an agreement in writing that refers explicitly to this Agreement, signed by each of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

Harvard Business School

CLIENT



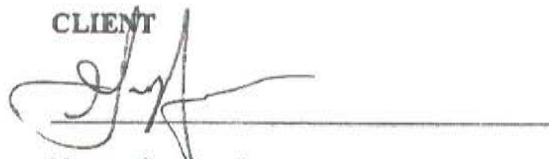
Kristen Maynard
Director, Business Operations
HBX

Name: Bob Kustra
Title: President, Boise State University

Date: 5/26/16

Date: 5-25-16

CLIENT



Name: Gordon Jones
Title: Dean, College of Innovation & Design,
Boise State University

Date: 5/25/2016

Program Attachment: CORE

This CORE Attachment (the "Attachment") dated as of June 1, 2016 supplements and is incorporated into the Agreement by and between Harvard Business School, through its HBX unit ("HBS" or "HBX") and BSU-CID ("CLIENT") dated June 1, 2016. All terms defined in the Agreement shall have the same meaning in this Attachment, except as otherwise provided in this Attachment.

1. Program

Subject to execution of one or more Cohort Agreements pursuant to the Agreement, HBX agrees to provide the CORE program (referred to in this Attachment as "CORE" or "Program") to Participants pursuant to the terms set forth in the Agreement and this Attachment. The terms and conditions in this Attachment shall apply solely to the provision of CORE pursuant to the Agreement.

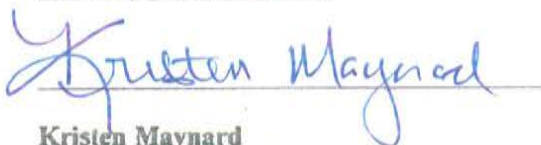
2. Program Services

The Program Fee for CORE includes the following:

- Participant access to Program materials for the duration of the Program, and for sixty (60) days following.
- Credential of completion for each successful Participant.
- Final report and takeaway bundle of materials for Participants who have successfully completed the Program.
- Progress and completion reports to CLIENT for each Participant, if consent is given by the Participant.
- Support by the HBX Relationship Manager to help plan and implement the Program for the CLIENT, including ongoing Program delivery facilitation.
- An invitation to each successful Participant to join an invitation-only online community.

IN WITNESS WHEREOF the parties have executed this CORE Attachment as of the date first set forth above.

Harvard Business School



Kristen Maynard
Director, Business Operations
HBX

Date: 5/26/16

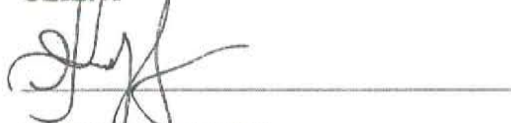
CLIENT



Name: Bob Kustra
Title: President, Boise State University

Date: 5-25-16

CLIENT



Name: Gordon Jones
Title: Dean, College of Innovation & Design,
Boise State University

Date: 5/25/2016

HBX Cohort Agreement

1. Program Contacts

HBX Relationship Manager Gary Schwartz-Moore Associate Director, University Relations gschwartzmoore@hbs.edu 617.495.7120	CLIENT (Primary) Gordon Jones Founding Dean, College of Innovation and Design Boise State University gojones@boisestate.edu 617.290.5785 (mobile)
HBX Product Manager Cristina de la Cierva Product Manager, HBX CORE cdelacierva@hbs.edu +1.617.586.2140	CLIENT (Billing) Linda Easley Office Manager, College of Innovation and Design Boise State University leasley@boisestate.edu 208.426.2975

CLIENT Mailing Address:

Attn: Gordon Jones/Linda Easley
Boise State University, College of Innovation and Design
1910 University Drive, Mail Stop 1070
Boise, ID 83725

2. Program Fees

Program	Minimum Commitment
CORE	Program Fee is based on a 50 participant minimum commitment from CLIENT

Contract Calendar Year Volume	Per Participant Fee: CORE
Participants 0-99	\$1440.00USD
Participants 100-249	\$1340.00USD
Participants 250-499	\$ TBD
Participants 500+	\$ TBD