



THE CENTER FOR LEGAL STUDIES

MEMORANDUM OF UNDERSTANDING

UNIVERSITY OF NORTH DAKOTA

This Memorandum of Understanding (herein referred to as MOU) constitutes an agreement between **UNIVERSITY OF NORTH DAKOTA** (herein referred to as **UND**) and The Center for Legal Studies, Inc (herein referred to as **CLS**).

Term: The initial term of the agreement is January 1, 2021 through December 31, 2021 for each of the Courses listed and marked in the attached Exhibit A. Additional offerings of these Courses may be scheduled following the terms of this MOU.

TERMINATION: Either Party may terminate this Agreement upon written notice of a material breach hereof by the other Party, which remains uncured at the end of a ten (10) day period. If such breach remains uncured upon the expiration of such ten (10) day period, **CLS** will: 1) immediately discontinue all services, 2) deliver to the **UND** all applicable data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the **CLS** in performing this Agreement, whether completed or in progress, and 3) be paid by **UND** any earned, yet unpaid amounts as of the date of termination, in accordance with the terms hereof.

Either Party may terminate this Agreement upon providing thirty (30) days written notice to the other Party; provided, however, that if the MOU terminates while the **UND** has students enrolled in a Courses, the Agreement shall continue in full force and effect with respect to such students until the Courses is completed.

COURSES FORMATS: **CLS** will deliver the Courses listed and marked in the attached Exhibit A, for the **UND** to offer to its students. These Courses are intended to be offered live, online, and by independent study. Independent study classes are offered via DVD or text-based formats. Live lectures are solely within the discretion of **UND**. Both parties agree that 5 will be the minimum and 40 will be the maximum number of students per live lecture class. Both parties agree that 1 will be the minimum and [500] will be the maximum number of students per online or independent study course, subject to review and amendment by **UND**.

SCOPE OF RESPONSIBILITIES:

UND shall:

- Provide a Certificate of Completion for each student who completes any of the Courses selected in this MOU and a Certificate of Completion for each student who successfully completes at least six out of the fifteen offered Advanced Paralegal Certificate Courses topics.
- Review and have final authority over admissions/enrollment and academic policy.
- Develop appropriate marketing material in cooperation with **CLS** to promote the programs, including a listing in the **UND** catalog, posting on the **UND** website, and, when possible, provide public service announcements.
- Provide classroom facilities for the live lecture Courses, if offered by **UND**.
- Send **CLS** a final list of registered students in each Course, including their names and email addresses, within five (5) days after the Drop/Add date for the Course.
- Review the qualifications of any instructors -proposed by **CLS** to teach the Courses offered by **UND** pursuant to this MOU. **UND** will be assumed to have approved the choice of instructor if **UND** does not object within [10 days] of receipt of the instructor's qualifications. If **UND** objects to an instructor at any time during the course of this MOU, **CLS** will replace the instructor.

CLS shall:

- Provide all curriculum for each of the Courses listed in Exhibit A to UND.
- Deliver the online Courses through the CLS server or the learning management system.
- Provide training and orientation to the instructors and students.
- Provide technical support to instructors and students throughout the Courses.
- Provide guest access to the Courses to a designated representative of the UND.
- Facilitate sales of textbooks to students, if necessary.

COMPENSATION: CLS is responsible for all expenses involved in creating and delivering the Courses, including, but not limited to, providing the learning management system. The UND will not incur any expenses other than the fee in Exhibit A.

For each student enrolled in Courses after the Drop/Add date, UND will pay CLS 80% of the gross tuition revenue as listed in Exhibit A.

UND will provide CLS a final list of registered students within five (5) days after the Drop/Add date. CLS will invoice UND for each student enrolled in the Courses. A student is deemed to be enrolled in the Courses if he/she is enrolled on the day following the Drop/Add deadline. Payment will be made by UND upon submission of an invoice by CLS within 30 days of invoicing.

Where a student is academically dismissed or withdraws from the Courses(s) for any reason in accordance with UND's academic policy, and this dismissal or withdrawal takes place after the Drop/Add deadline has passed, then UND will promptly inform CLS. In such instances, CLS will receive (1) full payment according to this section if UND provides no tuition refund to the student for the Courses(s); (2) no payment if UND fully refunds the student for the Course(s); (3) partial payment that is proportional to any amount not refunded by the UND in instances in which partial refund is made.

If CLS collects any tuition directly from students, CLS will provide UND payment of twenty (20%) of the gross tuition revenue for each student who successfully completes the Course after the conclusion

INDEMNIFICATION AND INSURANCE: CLS assumes responsibility for its staff, agents, participants and its guests, and will indemnify and hold harmless UND and its employees, representatives, agents, students, trustees and officers against all claims, suits, liabilities and expenses (including reasonable attorney fees) arising out of this agreement or in connection with CLS's activities and instruction, including participant and third party injuries and damages, and for those damages or injuries arising out of the negligent acts or omissions or willful misconduct of the CLS, its employees, agents and invitees.

CLS will carry a minimum of \$1,000,000 in commercial general liability insurance adding UND as a loss payee. CLS will provide proof of insurance upon request.

ADA

UND is responsible for making decisions about which of its students are eligible to receive reasonable accommodations under the Americans with Disabilities Act (ADA), and about the nature of those accommodations. UND is also responsible for interacting with its students regarding accommodations as required under the ADA. CLS will assist UND in implementing reasonable accommodations to the Courses that are approved by UND and that do not create an undue burden, result in a fundamental alteration to the Courses, or pose a direct threat to the health or safety of others. UND is responsible for notifying CLS if UND needs CLS' assistance in implementing an accommodation in the context of the Courses, and for obtaining the impacted student(s)' authorization for UND to share information with CLS as necessary to evaluate and implement a reasonable accommodation for the student(s).

Confidentiality

CLS acknowledges that student records are protected under the Family Educational Rights and Privacy Act of 1974, as amended (FERPA). Under FERPA, CLS has been designated as a school official, acting on behalf of UND and at UND's

request. As such, CLS may be granted access to students' education records or personally identifiable information. CLS is bound by FERPA not to re-disclose this information to any other party by any means.

Intellectual Property

The Courses and their content, including but not limited to recorded lectures, PowerPoint slides, assignments, and discussion questions are the intellectual property of CLS.

Authorizations

The Parties represent that they have obtained all permits, registrations, licenses, franchises, certification, and other approvals necessary for the activities contemplated under this MOU.

Miscellaneous

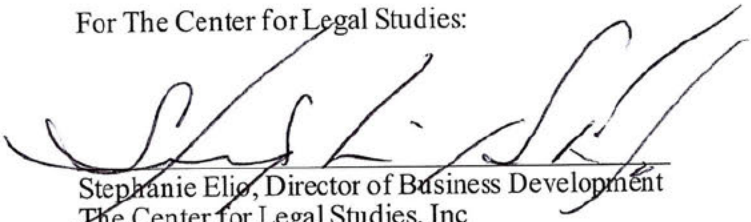
This MOU may not be amended except by mutual written agreement of the Parties.

Neither Party will assign any interest in this MOU without the prior written consent of the other Party, provided that CLS may assign any of its interest to any of its affiliates or subsidiaries, with notice thereof to UND.

IN WITNESS WHEREOF, the parties have executed this agreement below.

For The Center for Legal Studies:

For **University of North Dakota:**


Stephanie Elio, Director of Business Development
The Center for Legal Studies, Inc
12222 Merit Drive, Suite 1340
Dallas, Texas 75251

Lynette Krenelka
UNIVERSITY OF NORTH DAKOTA
Director
Office of Extended Learning

221 Centennial Drive, Stop 9021
Grand Forks, ND 58202-9021
701-777-4883

(Tel) [REDACTED]
(fax) 303-271-1777
Fed Tax ID # [REDACTED]

Dated: _____

Dated: 1-25-21

Jeffrey Holm
UNIVERSITY OF NORTH DAKOTA
Vice Provost for Online education and Strategic Planning

221 Centennial Drive, Stop 9021
Grand Forks, ND 58202-9021
701-777-4883

Dated: _____

EXHIBIT A

REGULAR CLS COURSESS with Revenue Share

TUITION

- | | |
|--|---|
| <input type="checkbox"/> Paralegal Certificate Courses® | \$1595 (\$319.00 retained by UND) |
| <input type="checkbox"/> Online | |
| <input type="checkbox"/> Independent Study | |
|
<input type="checkbox"/> Advanced Paralegal Certificate Courses |
\$2400 (\$480.00 retained by UND) |
| <input type="checkbox"/> Online Only | OR \$400 per topic (\$80.00 retained by UND) |

Topics for the Advanced Paralegal Certificate Courses are:

- | | | |
|------------------------------|-------------------------|--|
| • Advanced Legal Research | • Victim Advocacy | • Constitutional Law and Civil Liberties |
| • Criminal Law | • Bankruptcy Law | • Family Law |
| • Water Law | • Estate Planning | • Mediation and other forms of ADR |
| • Business Law and Practices | • Intellectual Property | • Immigration Law |
| • Education Law | • Real Property | • Criminal Procedure |

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Medical Professional Legal Consultant™ | \$1295 (\$259.00 retained by UND) |
| <input type="checkbox"/> Online | |
|
<input type="checkbox"/> Legal Nurse Consultant Training Courses™ |
\$1195 (\$239.00 retained by UND) |
| <input type="checkbox"/> Online | |
|
<input type="checkbox"/> eDiscovery for Paralegals |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online Only | |
|
<input type="checkbox"/> Software Essentials for the Law Office™ |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online: 7 wks. | |
|
<input type="checkbox"/> Advanced Legal Research and Writing Certificate Courses |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online only: 7wks. | |
|
<input type="checkbox"/> Employment Law Certificate Courses |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online: 7 wks. | |
|
<input type="checkbox"/> Personal Injury for Paralegals |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online: 7 wks. | |
|
<input type="checkbox"/> Intellectual Property Law for Engineers™ |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online: 7 wks. | |
|
<input type="checkbox"/> Legal Secretary Certificate Courses |
\$995 (\$199.00 retained by UND) |
| <input type="checkbox"/> Online | |
| <input type="checkbox"/> Independent Study | |
|
<input type="checkbox"/> Legal Investigation Certificate Courses |
\$995 (\$199.00 retained by UND) |

- ☐ Online
- ☐ Independent Study

☐ **Alternative Dispute Resolution Certificate Courses** \$995 (\$199.00 retained by **UND**)

- ☐ Online
- ☐ Independent Study

☐ **Victim Advocacy Certificate Courses** \$995 (\$199.00 retained by **UND**)

- ☐ Online
- ☐ Independent Study

☐ **Law School Prep** \$300 (\$60.00 retained by **UND**)

- ☐ Online: 7 wks.

ONLINE SESSIONS: (The Paralegal Certificate Courses© is comprised of Para I: seven weeks and Para II: seven weeks, 14 wks. total) Students may begin online classes on any of the start dates listed. Each online session is held for seven weeks. Schedules applicable to this MOU are:

SP21I: January 11 – February 26, 2021
SP21II: March 8 - April 23, 2021
SU21I: May 3 - June 18, 2021
SU21II: June 28 - August 13, 2021
FA19I: August 23 - October 8, 2021
FA19II: October 18 - December 3, 2021

<UPDATE SESSIONS AS NEEDED>