



**Agreement between
University of North Dakota and Virtual Education Software, Inc.**

This Agreement (the "Agreement") is made and entered into this 1st day of July, 2022 (the "Effective Date") by and between University of North Dakota ("University") having an office at O'Kelly Hall Room 300, 221 Centennial Drive, Stop 9021, Grand Forks, ND 58202-9021, and Virtual Education Software, Inc. ("VESi") having an office at 16201 E. Indiana Ave, Suite 1450, Spokane, WA 99216.

WHEREAS, University offers graduate professional development courses to many, including teachers and educational leaders, with varying objectives, degree and non-degree;

WHEREAS, VESi provides professional development training to educators and school leaders for the purpose of enhancing the educational growth of teachers and school administrators;

WHEREAS, University recognizes the quality of VESi professional development online courses.

THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

GRADUATE PROFESSIONAL DEVELOPMENT CREDIT COURSES

University and VESi shall collaborate and partner to deliver online courses to teachers for professional development graduate credit (2900-level). University agrees to award professional development graduate credit for such online courses once the student has successfully completed his or her required VESi coursework and successfully completed University's supplemental requirements, if any.

University will provide to fully paid students two or three professional development graduate credits (30 or 45-hour courses) for completion of each approved VESi course (4 months maximum in duration – no extensions granted). University and VESi will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties. VESi will provide instructors of record to facilitate and grade coursework using a Letter Grade.

VESi will determine the appropriate content, subject matter, and materials and periodically update the course as needed. VESi will provide a summary of course evaluations and comments to University twice each year. VESi will facilitate and grade coursework using a Letter Grade.

University will enroll students, maintain records and databases, track lessons and grades and provide other customer service as needed. University will market the course using the standard marketing activities (web, printed summer brochure, email blasts, etc.).

Approved by Legal Counsel (JJ) on 3-3-2022

TUITION AND FEE STRUCTURE

University will post and charge pricing for the UND approved courses, including VESi and University fees. University will collect the total fee from each student at University website and pay VESi its share as invoiced at the end of each month. VESi cannot release a student's final grade until payment has been received. Graduate professional development credits are subject to approval by University, and any updated pricing will be by mutual agreement of the parties. Courses will be priced as follows (subject to change, as mentioned above):

Two Graduate Professional Development Credits:

University share (including fees):	\$120
VESi share:	\$150
TOTAL:	\$270

Three Graduate Professional Development Credits:

University share (including fees):	\$190
VESi share:	\$150
TOTAL:	\$340

REVENUE DISTRIBUTION

- i. University will collect and retain all payments received for the delivery of VESi courses
- ii. University will issue a check to VESi at the end of each month for all payments received from students registered in VESi courses
- iii. Refund requests for courses purchased will follow University policy

MARKETING

Both University and VESi will market the courses simultaneously.

- i. University, as part of its customary marketing initiatives including, at University's own cost
 - a. Reference in direct marketing materials, including flyers distributed in the ordinary course of University's marketing activities to local schools and districts
 - b. Emails to educator and administrator alumni (both graduate and undergraduate) at least once a year
 - c. New course campaigns (Once a year)
 - d. Website presence
 - e. Digital marketing for the PDE program, which includes additional exposure to our educational partner courses.
- ii. VESi, as part of its customary marketing projects at VESi's own cost

Both parties agree to allow one another to use corporate logos and other branding materials subject to this Agreement. The University logo to be used by VESi pursuant to this clause is the UND "Flame" logo. Both parties reserve the right to review and/or reject the marketing materials and activities offered under the terms of this Agreement, including without limitation the use of the other party's name, logo(s), and trademark(s), and a party shall cease such use upon receipt of notice that such use is not acceptable to the other party.

DURATION AND TERMINATION

This Agreement may be terminated by either party upon 30 day written notice. This Agreement is in place for two (2) years and will be reviewed at the end of each year. The effective date of any termination shall be one (1) month from the date of receipt of the notice by the other party. Upon termination, University students then currently enrolled in a VESi course will be permitted to complete the course for which they have registered and paid. All fees due to VESi must be paid in full prior to the end of the contract.

LIABILITY AND DEFAULT

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. 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. VESi shall indemnify University against any and all third-party claims for infringement of copyright, trademark, or trade dress arising out of University's use of VESi's materials hereunder.

COPYRIGHTS

VESi will maintain all of the appropriate licenses, contracts, and copyrights from participating educational experts in order to use their materials in VESi courses.

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

VESi represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by VESi hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to VESi; (b) appropriately licensed from one or more third-parties holding exclusive rights therein; or (c) used subject to a bona fide and good faith belief that an exception to third-party exclusive rights (e.g., fair use) applies, provided that such belief shall not negate any indemnification obligation imposed upon VESi herein.

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. For its part, University's participation in the North Dakota risk management fund shall be deemed sufficient to comply with this paragraph.

NOTICES

Any official notice between the parties shall be in writing and addressed to the other party's administrative contact as follows:

University of North Dakota

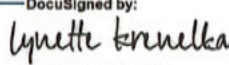
Lynette Krenelka, Ph.D.
Executive Director, TTaDA
Office of Extended Learning
University of North Dakota
221 Centennial Drive, Stop 9021
Grand Forks, ND 58202-9021
Fax: 701-777-4282
Phone: 701-777-4883
Email: lynette.krenelka@UND.edu

Virtual Education Software, Inc.

Mick Jackson
President & CEO
VESi
16201 E. Indiana Ave, Suite 1450
Spokane, WA 99216
Fax: 509-926-7768
Phone: [REDACTED]
Email: [REDACTED]



The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

DocuSigned by:

B09DA631AB847F...
Lynette M. Krenelka, PhD. 5/31/2022 Date
Executive Director, TTaDA
Office of Extended Learning
University of North Dakota

DocuSigned by:

D41DB4565B5944...
Mick Jackson 5/31/2022 Date
President & CEO
Virtual Education Software, Inc

DocuSigned by:

91096DE2FC67449...
Jeffrey Holm, PhD., Vice-Provost 5/31/2022 Date
Online Education & Strategic Planning
Office of Academic Affairs
University of North Dakota

Approved by Legal Counsel (JJ) on 3-3-2022