



Agreement between University of North Dakota and The Learning Factory LLC

This Agreement (the "AGREEMENT") is made and entered into this 1st day of January, 2022 (the "Effective Date") by and between University of North Dakota ("UNIVERSITY") having an office at O'Kelly Hall Room 300, 221 Centennial Road, Stop 9021, Grand Forks, ND 58202-9021, United States of America and The Learning Factory LLC, a Minnesota Corporation with its principal place of business at 7320 Oxford Street, Minneapolis, Minnesota, 55426, United States of America ("THE LEARNING FACTORY").

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

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

AND WHEREAS, UNIVERSITY recognizes the quality of THE LEARNING FACTORY'S professional development online courses.

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

2900-LEVEL GRADUATE PROFESSIONAL DEVELOPMENT CREDIT COURSES

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

UNIVERSITY will provide to fully paid students one or two graduate professional development credits for completion of each approved THE LEARNING FACTORY'S course. UNIVERSITY and THE LEARNING FACTORY will have the option to alter this credit/course-hour structure, upon mutual agreement of both parties.

1. Obligations of THE LEARNING FACTORY. In exchange for consideration set forth herein, THE LEARNING FACTORY will:
 - a. Provide needed instructors and materials for students that enroll for credit as well as be responsible for course content, production, customer service, training and payment of instructor(s) and other related services for its own systems. THE LEARNING FACTORY retains ownership and rights to all course content.
 - b. Provide Instructors of Record to facilitate and grade coursework using a letter grade.

- c. Send a welcome e-mail to the participant. Participant will be provided access to course particulars, including course syllabus prior to the class beginning.
 - d. Have all assignments read and graded by the instructor, who will discuss any improvements or revisions that may need to be made by the student. Once the instructor assigns a final grade, it will be submitted to the UNIVERSITY through the grading portal designated by the UNIVERSITY for recording grades.
 - e. Provide an evaluation form to students within its learning management system. Evaluations will be made available via email to UNIVERSITY upon request.
 - f. Agree not to enter any agreement or partnership for the purpose of offering courses with any university located within the state of North Dakota other than the University of North Dakota during the term or this course licensing agreement.
2. Obligations of UNIVERSITY. In exchange for the consideration set forth herein, the UNIVERSITY will:
- a. Have the option to grant graduate professional development credit and shall retain academic control over the offering of these courses. Before these courses are offered for registration, the appropriate UNIVERSITY academic department(s) shall approve the course(s) and its content, requirements, activities, and designated instructor.
 - b. Provide THE LEARNING FACTORY with general information that can be provided to registered students who have questions about unofficial or official transcripts.

TUITION AND FEE STRUCTURE

Courses submitted by THE LEARNING FACTORY and approved by the UNIVERSITY will be offered to participants at a cost of \$195 per credit hour. THE LEARNING FACTORY will collect their fee of \$140 per credit hour as students register at their website. Upon completion of course, THE LEARNING FACTORY will then provide the student a link to UNIVERSITY OF NORTH DAKOTA's online registration at which point UNIVERSITY OF NORTH DAKOTA will collect their tuition of \$55 per credit hour. THE LEARNING FACTORY reserves the right to change pricing of their fee. Any fee increase will be communicated to UNIVERSITY a minimum of 30 days in advance of increase unless both parties agree to a shorter time frame.

MARKETING

The UNIVERSITY OF NORTH DAKOTA and THE LEARNING FACTORY will both actively market the courses at their own expense through their appropriate publication(s) and/or websites.

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 THE LEARNING FACTORY 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, RENEWAL, AND TERMINATION

This Agreement is in place until January 31, 2024. This Agreement may be terminated by either party upon written notice. The effective date of any termination shall be two (2) months from the date of receipt of the notice by the other party. Upon termination, UNIVERSITY students then currently enrolled in THE LEARNING FACTORY course will be permitted to complete the course for which they have registered and paid.

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. THE LEARNING FACTORY 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 THE LEARNING FACTORY'S materials hereunder.

COPYRIGHTS

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

WARRANTY OF ORIGINALITY, NON-INFRINGEMENT

THE LEARNING FACTORY represents and warrants that any and all content and/or presentations supplied, performed, and/or displayed by THE LEARNING FACTORY hereunder, inclusive of PowerPoints, handouts, and all other audiovisual and media elements, shall be (a) original to THE LEARNING FACTORY; (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 THE LEARNING FACTORY 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

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

THE LEARNING FACTORY

DJ Paxton
CEO
The Learning Factory
5115 Excelsior Blvd. #460
Minneapolis, MN 55126
Fax: 763-284-9966
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:

Lynette Krenelka

12/28/2021

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Lynette M. Krenelka
Executive Director, TTaDA
University of North Dakota

Date

DocuSigned by:

DJ Paxton

12/28/2021

C590E308C4D1474...

DJ Paxton
Chief Executive Officer
The Learning Factory

Date

DocuSigned by:

Jeffrey Holm

1/20/2022

91096DE2FC97449...

Jeff Holm, Vice Provost
for Academic Affairs
University of North Dakota

Date