

# Pearson Online Learning Services

## E-LEARNING PROGRAM MASTER SERVICES AGREEMENT

This e-Learning Program Master Services Agreement is entered into as of December \_\_\_, 2015 ("Effective Date") by and between Embanet-Compass Knowledge Group Inc. ("Pearson") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the "University").

### **ARTICLE 1** **INTERPRETATION**

#### **1.1 Introduction**

Pearson and the University have entered into this Agreement for the purpose of marketing, promoting, and delivering e-Learning Programs to Program Students of the University.

#### **1.2 Definitions.**

**1.2.1** "Academic Director" means the person designated by the University to act as an e-Learning Program Director.

**1.2.2** "Agreement" means this e-Learning Program Master Services Agreement, as amended from time to time, and all exhibits and schedules.

**1.2.3** "B2U" means the Pearson Business 2 University Program described more particularly at <http://embanet.com/our-services/business-to-university>.

**1.2.4** "Census Date" means the final date during a given academic term by which a student may drop an e-Learning Program Course and still receive any refund of the tuition paid for that class; provided, however, that the Census Date shall be no later than three (3) weeks after the e-Learning Program Course start date.

**1.2.5** "Confidential Information" means information that is identified as "confidential" either verbally or in writing at the time of disclosure, or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information will include, at a minimum: (i) all information protected by FERPA and/or Title IV of the Higher Education Act (as amended), (ii) Intellectual Property, (iii) the services provided by Pearson under this Agreement and/or Program Term Sheet, and (iv) the pricing of services provided by Pearson under this Agreement and/or Program Term Sheet. Confidential Information does not include information: (1) that was known by the receiving Party, as shown by written documentation, other than as a result of a prior confidential disclosure to such Party; (2) that is in the public domain through no fault or omission of the receiving Party; (3) that is obtained from a third party free from any obligation of confidentiality to the disclosing Party; (4) that is created or developed by the receiving Party, without use of the Confidential Information of the disclosing

Party, by persons who did not have access to the disclosing Party's Confidential Information; or (5) is required by law or legal process to be disclosed to a third party, including without limitation pursuant to a valid public records request received by University.

**1.2.6** "Content" means the descriptive attributes of a collection of University courses, such as course descriptions, course sequences, intended learning outcomes, and course topics, that constitute an area of specialization as well as units of learning, usually defined by expected outcomes, including syllabi, assignments, tests, notes, presentations, and examples created for classroom and learning programs that are used to deliver Courses.

**1.2.7** "Course" means an academic or training delivery framework developed by Pearson with a set of assignments and activities within an e-Learning Program developed pursuant to this Agreement that is designed to fulfill a particular set of learning objectives within a specified period of time.

**1.2.8** "e-Learning Program" means the set of Courses and other curriculum items, including all concentrations, specialties, and tracks, which make up the distance learning degree and/or certificate program of study for the University to be conducted by Pearson and the University pursuant to this Agreement and the applicable Program Term Sheet.

**1.2.9** "FERPA" means the Family Educational Rights and Privacy Act of 1974 (as amended).

**1.2.10** "Gross Receipts" means (1) gross tuition, fees, and charges arising from any and all student enrollments in the e-Learning Program or Courses, without regard to whether such amounts are paid or the method of payment, less (2) (a) permitted B2U discounts granted to e-Learning Program Students, and (b) amounts refunded to students who have withdrawn from Courses pursuant to published University policy. No other discounts, credits, scholarships, awards, or write-offs shall be taken into account in calculating Gross Receipts.

**1.2.11** "Instructor" means an individual providing certain services in support of a Course, including instructing, grading, moderating online work groups and mentoring and assisting Program Students enrolled in the Courses.

**1.2.12** "Instructor(s) of Record" mean the University faculty member who is responsible for instructing, teaching and directly administering each Course.

**1.2.13** "Intellectual Property" means: (i) all trademark rights, logos, trade dress, service marks, trade names and brand names; (ii) all copyrights, copyright registrations and copyright applications; (iii) all patents and patent applications; (iv) all inventions, know-how, improvements, enhancements, derivative works, inventions, so-called "look & feel," graphic design elements, graphic user interface, order of operations, order of Content presentation and related configuration, ideas, concepts, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, computer programs, applications and files; and/or (vi) all rights in any derivative works of the foregoing.

**1.2.14** "Marketing Materials" means (i) all marketing copy, slogans, art work and related materials associated with any e-Learning Program marketing materials that are created and

developed by Pearson; and (ii) all web sites and web site content created and developed by Pearson for the marketing effort of e-Learning Programs.

**1.2.15** “Parties” or individually, “Party” means the entities entering into this Agreement, and their successors and permitted assigns.

**1.2.16** “Pearson Content Product” means Pearson’s commercial digital content products, or any component thereof, provided to the University pursuant to the terms of a Program Term Sheet.

**1.2.17** “Pearson Intellectual Property” means all Intellectual Property that is combined or associated with, or incorporated into (or that is any part of) the Courses or otherwise a part of an e-Learning Program, whether originally conceived, created, developed, authored, or otherwise owned by Pearson or by its affiliates, subsidiaries, licensors (excluding University) or others pursuant to Sections 2.2 and 2.3.1, including, but not limited to, e-Learning Program delivery components, such as flash, media course structure, instructional design and multimedia development, Marketing Materials, and marketing databases.

**1.2.18** “Program Students” means those University students enrolled in an e-Learning Program.

**1.2.19** “Program Term” means the term of a Program Term Sheet.

**1.2.20** “Program Term Sheet” means the existing or future document(s) that specifies each e-Learning Program outlining the key terms for each e-Learning Program. The Parties will execute a separate Program Term Sheet for each new e-Learning Program.

**1.2.21** “Subject Matter Expert(s)” means individuals selected by the University who are experts in the subject matter of a Course or e-Learning Program, and who develop Content and provide pedagogical ideas on his/her subject of expertise for incorporation into either such Courses or e-Learning Programs.

**1.2.22** “Term” means the term of this Agreement set out in Section 8.1.

**1.2.23** “University Systems” means those University student and applicant databases to which Pearson requires access to meet its obligations and services under this Agreement, including but not limited to the University’s student applicant tracking system, student information system, and learning management system.

### **1.3    Headings.**

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

#### **1.4 Agreement Structure.**

The Parties shall execute a Program Term Sheet for each individual e-Learning Program under this Agreement. Each Program Term Sheet will set out the specific obligations of each Party with respect to the specific e-Learning Program. In the event of any conflict and/or inconsistency between this Agreement and a Program Term Sheet, the order of precedence shall be as follows: (a) the Agreement, and (b) the Program Term Sheet. As to each e-Learning Program, Pearson shall only be obligated to perform those services as specifically set forth in the applicable Program Term Sheet.

#### **1.5 Material Change in Program Attributes.**

The University understands and acknowledges that Pearson has relied upon all of the e-Learning Program-specific characteristics and attributes existing at the time of the execution of a Program Term Sheet (the "Program Attributes") in making its decision to enter into such Program Term Sheet. Such Program Attributes include, but are not limited to: the e-Learning Program curriculum, e-Learning Program admission requirements, the number of e-Learning Program intakes, and e-Learning Program tuition. Pearson understands and acknowledges the University, as an accredited institution of higher learning, retains ultimate control over the Program Attributes. In the event the University wishes to institute a material change in any Program Attribute during the Program Term of a Program Term Sheet, the University shall inform Pearson of the proposed change and shall work together in good faith with Pearson to evaluate the effect of the proposed change on e-Learning Program enrollments. In the event the University institutes the proposed change in a Program Attribute and Pearson reasonably determines that such change will adversely affect e-Learning Program enrollments, Pearson may terminate the applicable Program Term Sheet on ninety (90) days' prior written notice to the University, provided, however, that Pearson shall permit Program Students to complete any Courses within the e-Learning Program already commenced prior to the effective date of such termination.

### **ARTICLE 2**

#### **OBJECTIVES, DUTIES AND RESPONSIBILITIES OF PEARSON**

Pearson shall be responsible for and provide, at its sole cost and expense unless otherwise expressly stated herein or in a Program Term Sheet, the following obligations and services:

#### **2.1 Development of e-Learning Program.**

**2.1.1** Pearson shall develop, create, operate and deliver the e-Learning Programs in accordance with the terms and conditions of this Agreement.

**2.1.2** The University and Pearson agree that they shall work together and reasonably assist each other in the collaborative and joint development of the e-Learning Program based upon the University's Course requirements, including Content, curriculum and related materials.

## **2.2 Course Design and Development.**

Pearson will develop and create the online component of all Courses including instructional design, multimedia development, course uploading, and course/program hosting to established standards set mutually by the University and Pearson, as more particularly described in any Program Term Sheet. All Courses shall be developed and created by Pearson in accordance with the terms and conditions of the relevant and applicable Program Term Sheet, including all Content requirements and specifications. Unless otherwise provided in a Program Term Sheet, the University shall be responsible for the engagement and compensation of any Subject Matter Expert necessary to provide Pearson with the Content. Course activities that are related to media products, course structure and appearances including graphic design, order of operations, so-called "look & feel," and page lay-out, duplication of such materials, repurposing of such information for the e-Learning Program, creating the e-Learning environment, dissemination of such materials to Program Students, and providing surveys and assessments, shall all be subject to the prior written approval of the University. Prior to the commencement of advertising and offering any Course to the general public, Pearson shall submit to such person(s) as University shall designate (which designation may be changed by University from time-to-time upon the giving of five (5) business days' prior notice to Pearson), for approval as to quality and form, all Course materials prepared by the Parties and all promotional, packaging and advertising material associated therewith. The University shall, within ten (10) business days of such submission either reject or accept such Course materials in writing.

## **2.3 Marketing.**

**2.3.1** Pearson shall undertake commercially reasonable marketing efforts, subject to the nature of the e-Learning Program, and the Academic Director's review and prior written approval, to develop, promote, market and sell the e-Learning Programs. Pearson will manage, implement and be responsible for: (i) marketing and tracking the associated e-Learning Program databases; (ii) activities related to entry, coordination, tracking, and control of the associated e-Learning Program marketing databases; (iii) activities related to determination of the associated e-Learning Program marketplace acceptance, size and probability; (iv) activities related to the execution of the associated e-Learning Program market research via direct mail, telephone surveys and other methods with specific benchmarks established periodically by Pearson necessary to develop and execute marketing strategy; (v) dissemination of such print and electronic marketing materials; (vi) such database management of electronic and hardcopy mailing lists for secondary mailings; (vii) activities related to creation of script and management of telephonic contact with potential Program Students; (viii) activities related to direct response marketing (which may include direct mail, trade publication advertising, Internet, telemarketing, inbound and outbound); and (ix) public relations and attending trade shows related to such e-Learning Programs, subject to the prior written approval of the University. The Parties agree and confirm that Pearson's performance of all such obligations as expressly provided and required in the relevant Program Term Sheet will be deemed to fully satisfy Pearson's commercially reasonable marketing efforts first set out in this Section 2.3.1.

**2.3.2** The University agrees that, subject to the University's existing proprietary rights and interests in any name, trade name, logo, domain names that are associated with the University's goodwill, brand indicia, trademark, service mark, and Content, Pearson shall own all

right, title and interest in and to: (i) all Marketing Materials; (ii) all data regarding prospective Program Students, including names and contact information in Pearson's marketing database, developed as a result of Pearson's marketing activities under this Agreement; and (iii) all Pearson market research findings, marketing strategy, and marketing execution tactics and methodologies.

**2.3.3** Subject to Section 2.3.4 herein, the University grants Pearson non-exclusive authorization during the Term of this Agreement to bid on, organically rank, and drive traffic for relevant keywords (including branded, branded programmatic, non-branded, programmatic, and generic keywords) for use by Pearson in both national and geo-targeted marketing campaigns to market the e-Learning Programs. The University agrees that such traffic will be directed to uniquely designed landing pages and/or an independent e-Learning Program web site that will be designed, developed, and hosted by Pearson. The Parties acknowledge that the University has previously and plans to engage in bidding on relevant keywords in the near future to market the University and its various academic programs. In the event of a conflict between the Parties' respective keyword bidding strategies and/or activities during the Term of this Agreement, the Parties shall engage and discuss in good faith, and make best efforts, for the purpose of reaching a mutually satisfactory resolution of any such conflicting keyword bidding strategies and/or activities. No later than ten (10) calendar days after the end of each calendar quarter during the Term, Pearson shall provide the University with a quarterly AdWords theme report for each applicable e-Learning Program covering the preceding quarter for the purpose of ascertaining if there is a conflict in keyword bidding strategies and/or activities.

**2.3.4** "Programmatic Keywords" shall mean keywords that include a direct reference to a specific e-Learning Program (e.g., "MSW" and "master of social work" for a Master of Social Work e-Learning Program). "Branded Programmatic Keywords" shall mean keywords that include a direct reference to both a specific e-Learning Program and to the University or any iteration of the University's name (e.g., "UNR MSW" and "UN Reno social work" for a Master of Social Work e-Learning Program). During the Term only, the University agrees that it will not, directly or through a third party marketing vendor, bid on Programmatic Keywords or Branded Programmatic Keywords related to any e-Learning Program that is currently in place pursuant to a then-current Program Term Sheet without first engaging with Pearson in the good faith discussion required under Section 2.3.3 above, in an effort to avoid any conflict between the Parties' respective bidding strategies concerning the Programmatic Keywords and/or Branded Programmatic Keywords. Notwithstanding the foregoing, nothing herein shall prohibit the University from directly or indirectly bidding on any Programmatic Keywords and/or Branded Programmatic Keywords in the event the Parties do not reach a mutually agreeable resolution. Further, nothing contained in this Section 2.3.4 shall limit or preclude the University from directly or indirectly bidding on any keywords not falling within the above definition of Programmatic Keywords or Branded Programmatic Keywords.

**2.3.5** "Branded Keywords" shall mean any keywords not meeting the definition of Programmatic Keywords or Branded Programmatic Keywords above that include a reference to the University or any iteration of the University's name (e.g., "UNR online degrees"). In addition to the terms contained in Section 2.3.3, for all Branded Keywords upon which Pearson bids, Pearson shall drive resulting traffic to a shared landing page which shall represent the applicable e-Learning Program and a reasonable number of program(s) as University may request. Such

shared landing page shall be designed and managed by Pearson, subject to University's approval as set forth in Section 2.2.

**2.3.6** The University shall work with Pearson to effectuate the e-Learning Program search engine optimization strategy ("SEO Strategy") set forth in a Program Term Sheet for the purpose of optimizing the rankings of e-Learning Program web assets created and maintained by Pearson. In the event a Program Term Sheet does not provide for a e-Learning Program specific SEO Strategy, then the University shall work with Pearson to effectuate the following general SEO Strategy: The University shall place links to e-Learning Program sites or landing pages on relevant pages within the University's web sites in a manner, and in specific locations, mutually agreeable to the Parties. All such links shall contain the word "online" in the anchor text to avoid any overlap in rankings between the e-Learning Program web assets created and managed by Pearson and other University web assets. Any design or content changes made to the University's website should ensure that all such links adhere to search engines requirements and best practices for a successful SEO Strategy. These requirements include, but are not limited to, representation of the e-Learning Program sites and/or landing pages in the following University locations (collectively, "University Web Pages"):

- Domain
- Program pages
- Banners
- Navigation
- Footer
- Press releases
- Header
- News articles
- Subdomains
- Third party websites
- Web properties owned by the University, including:
  - Course Specific Websites
  - "365 Learning" site

If the University has not yet created any of the University Web Pages listed above, Pearson may, in its discretion, subject to University's approval as set forth in Section 2.2, create such page(s) to house links to e-Learning Program sites or landing pages. If, as a result of the SEO Strategy, the e-Learning Program web assets created and maintained by Pearson outrank the University's web assets, then the Parties shall engage and discuss in good faith for the purpose of reaching a mutually satisfactory resolution of the issues and concerns arising therefrom.

**2.3.7** Subject to the University's approval as set forth in Section 2.2, the University hereby grants Pearson, during the Term of this Agreement, the exclusive right and authorization to establish, develop, author, operate and maintain e-Learning Program social media pages and accounts on behalf of University on various social media platforms and websites, including, but not limited to, Facebook, LinkedIn, Twitter, etc.

**2.3.8** The University shall provide Pearson with all consents and take all actions reasonably necessary to effectuate the authorizations and permissions in this Section 2.3.

**2.3.9** Pearson and the University agree that neither party shall use the Marketing Materials for any purpose other than to market and promote the e-Learning Programs pursuant to this Agreement.

**2.3.10** In the event that this Agreement is terminated for any reason, Pearson shall provide the University a personal, non-transferable and non-exclusive license, subject to a reasonable license fee payable by the University to Pearson, with the right to use all or any part of the tangible and material form of the Marketing Materials, such as brochures, art work, and the hard copy manifestation of the e-Learning Program's website's marketing content, that have been produced and printed (material form) by Pearson as at the date of such termination.

#### **2.4 Recruitment.**

Pearson shall use commercially reasonable methods to counsel and recruit qualified prospective Program Students for the e-Learning Programs. Pearson shall contact and advise prospective Program Students concerning e-Learning Program requirements. Pearson shall collect admissions applications and submit same for the University's consideration. University shall retain sole authority and control over all admissions decisions and other academic matters.

#### **2.5 Student Support.**

Pearson shall use commercially reasonable methods to advise, support, and retain Program Students through completion of the e-Learning Program. Pearson shall receive and promptly respond to Program Student requests for information and assistance. Pearson further agrees to use commercially reasonable standards to protect student data, both electronic and otherwise, from unauthorized disclosure. Pearson will have the sole duty and responsibility to maintain all student data and records in its possession in accordance with all applicable laws and regulations.

#### **2.6 Help Desk.**

Pearson shall provide the technical support to Program Students and Instructors of Record concerning their access to, and use of, the Courses.

#### **2.7 Pearson Content Products.**

**2.7.1** Pearson hereby authorizes University to access and use all or select components of Pearson Content Products identified in a Program Term Sheet and provide access to such Pearson Content Products to University's faculty, Program Students, and administrative staff (collectively, "Authorized Users"), solely for educational and instructional use on such terms as are specified in a Program Term Sheet. Authorized Users may access and use the Pearson Content Products only in accordance with the terms and conditions set forth in this Agreement, the applicable Program Term Sheet, and in any end-user license agreement or terms of use (each a "EULA") that may be contained in or with the Pearson Content Products. In the event of any conflict between this Agreement and an EULA associated with a specific Pearson Content Product, the terms and conditions of the applicable EULA shall prevail with respect to the use of that specific Pearson Content Product. University agrees that no other individuals or third parties shall be allowed access to the Pearson Content Products. University understands and acknowledges that use of and

access to the Pearson Content Products may be subject to pending conversion or setup of the Pearson Content Products. Authorized Users may access and use the Pearson Content Products during the applicable academic term (the “Access Period”), and only in accordance with the terms and conditions set forth in this Agreement, the applicable Program Term Sheet, and any EULA contained in the Pearson Content Products. Upon completion of the Access Period, an Authorized User shall no longer have the right to access or use the Pearson Content Products in any manner. University acknowledges that the Pearson Content Products are intended solely for distribution to Authorized Users only, for their respective courses, and may not be distributed or made accessible in any manner to other students, individuals, institutions or third parties. University agrees that it will undertake reasonable efforts to notify Authorized Users of these restrictions. Except as expressly set forth in the foregoing, all rights with regards to the products and services offered herein are reserved by Pearson and under no circumstances shall University resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the Pearson Content Products or the content contained therein, except for permitted modifications to Pearson Content Products by University for classroom purposes, without the express written permission of Pearson. University further agrees not to remove or alter any trademark or other proprietary notice in or on any Pearson Content Product. All right, title and interest in and to the Pearson Content Products and the content, materials and data contained therein, and any derivative works thereof (whether authorized or not, including any modifications made, specifically for University or to such course offerings in general, by Pearson or any other third party (including University and its agents or representatives)), is expressly reserved by Pearson. Pearson shall not be obligated to maintain, revise, enhance or update the standardized Pearson Content Products, unless specifically agreed to in a separate writing from the Agreement. Pearson may suspend use of or access to the Pearson Content Products in connection with any violation of this Agreement or any applicable EULA by University. The Pearson Content Products shall only be used in conjunction with the applicable e-Learning Program and in accordance with the terms and conditions of the Agreement. Upon the expiration or termination of the applicable Program Term Sheet, University shall no longer have the right to access, use or distribute the Pearson Content Products in any manner.

**2.7.2** Pearson and its licensors shall retain all right, title and interest in all Pearson proprietary information and property, the Pearson Intellectual Property, including without limitation, any modification, improvements, or derivative works thereof and whether same is created, authored, or developed pursuant to this Agreement or otherwise; Pearson Content Products; and the Pearson Services, including all updates and enhancements, reproductions and corrections thereof and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and other intellectual property. University acknowledges that the rights granted under this Agreement do not provide it with title to or ownership of the Pearson Intellectual Property or Pearson Content Products or the Pearson Services, but only a right of limited use under the terms and conditions of this Agreement and the applicable Program Term Sheet. Pearson shall also retain all right, title and interest, including all intellectual property rights therein, in and to any work product or any other work of authorship or invention conceived of, developed or created by Pearson under the terms of this Agreement or applicable e-Learning Program.

## **2.8 Smarthinking.**

**2.7.1** Pearson will provide University with access to and use of Pearson's Smarthinking tutoring service for Programs Students, in accordance with Pearson's standard scope of services applicable to this offering and on such terms as may be set forth in a Program Term Sheet. Program Student access to <http://smarthinking.com> and Smarthinking services is governed by the restrictions, rules, and conditions set forth in the Smarthinking Terms of Use and Privacy Policy Statement displayed upon initial log-in to <http://smarthinking.com>, and as may be updated and published from time to time by Pearson.

**2.7.2** In the event Program Student usage of Smarthinking services in a given academic term exceeds sustainable rates as reasonably determined by Pearson, the Parties will discuss and negotiate in good faith for the purpose of adopting appropriate limitations on Smarthinking usage.

## **2.9 Business Administration.**

Pearson will manage the day-to-day business administration of the e-Learning Programs including the following: (i) activities related to initial contact, description of the e-Learning Programs, marketing, mailing of brochures, and notification of schedule; (ii) assistance for verification of receipt of information necessary for registration; (iii) activities related to notification of deadlines, e-mail updates, mailing of registration packets; (iv) verifications of receipt of information; and (v) telephone support in the application process, processing of information, and receipt of necessary student documentation.

## **2.10 e-Learning Program Accounting.**

Pearson shall be responsible for undertaking the financial services, transactions and for maintaining the accounting, with respect to e-Learning Program activities in accordance with Generally Accepted Accounting Principles in the United States of America to the extent such obligations are expressly set out and provided in each Program Term Sheet, which may include, without limitation, the recording, tracking and paying all business vendors and suppliers associated with the e-Learning Program other than those business vendors and expenses for which the University is responsible.

## **2.9 e-Learning Program and Business Funding.**

Each Party shall fund and be responsible for the payment of all costs and all expenses with respect to the performance of their respective duties, responsibilities and activities assigned to each Party in this Agreement and the applicable Program Term Sheet unless otherwise specifically stated herein.

## **ARTICLE 3** **OBLIGATIONS AND CONTRIBUTIONS OF THE UNIVERSITY**

The University shall be responsible for and provide at its sole cost and expense, unless otherwise indicated in this Agreement or in a Program Term Sheet, the following obligations and services:

### **3.1 Program Term Sheet.**

**3.1.1** The University and Pearson shall use their reasonable efforts, on an expedited basis and in good faith, to propose, discuss, settle, agree to, execute and deliver such Program Term Sheets as may be required after the Effective Date to more particularly define the e-Learning Program(s) that will be subject to this Agreement, including all associated Course and Content requirements and specifications.

**3.1.2** Once each Program Term Sheet is agreed upon by each of the Parties, each Program Term Sheet will be signed by the Parties and become a part of this Agreement.

### **3.2 Content and Curriculum.**

The University will be solely responsible for the development and timely delivery to Pearson of all Content. Academic programming and Content matters for all e-Learning Programs will be owned by and be the University's exclusive responsibility, and the University will make all decisions concerning each Course's Content. The University shall exercise control over, and be exclusively responsible for, the Content and quality of the Content of the e-Learning Program. The University shall undertake such periodic review of each Course as it deems reasonable and provide all improvements, revisions, additions, deletions and Content refreshment that may be required (whether due to information currency, discipline development, or any other reason related to Course quality and completeness) that it determines in its sole discretion should be made.

### **3.3 Instructor of Record.**

The University shall be responsible for the review of credentials, appointment and coordination of each Instructor of Record. The University acknowledges the close relationship of the quality of the Instructors of Record and Content with the success of each e-Learning Program, and the University agrees that all Instructors of Record will have the experience, qualifications and expertise to perform their respective obligations in connection with each Course they are associated with, as determined in University's sole discretion, and that the care, quality and performance of each Instructor of Record will be of a reasonably diligent and professional quality that is generally consistent with best academic and teaching practices for such academic programs in the United States. For greater certainty, employment or retainer (including all remuneration, benefits, statutory deductions and remittances) with respect to Instructors of Record (and other employees or independent contractors of the University) are the sole responsibility of the University and Pearson will have no rights, obligations, responsibilities or duties whatsoever concerning same.

### **3.4 Academic Credit and Degree.**

The University shall be responsible for assessing and granting all e-Learning Program accreditations, such as Course credits and degrees, to students whom the University determines have successfully completed an e-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such accreditation. For greater certainty, all Course and Program Student evaluations, performance assessments, and accreditation entitlements shall be the sole and absolute responsibility and discretion of the University.

### **3.5 Admissions.**

The Academic Director shall be responsible for determining the student capacity of the e-Learning Program, including the number of Program Students to be admitted, and the number of Course sections offered, in order to maintain the academic quality of each Course and the e-Learning Program. The University shall take all actions reasonably necessary, on an ongoing basis, to meet anticipated Program Student capacity. The University shall be responsible for (a) setting Program admission and registration criteria, and (b) all Program admission decisions.

### **3.6 Records.**

The University will have the sole duty and responsibility to maintain all academic records in its possession in accordance with its existing contractual obligations with students, the University's policies and practices, and in compliance with all applicable laws and regulations. Upon the University's request, Pearson shall promptly provide the University with any academic records concerning this Agreement that are in Pearson's possession or under its control.

### **3.7 Licenses; Third Parties.**

Without limiting Article 9 hereof, the University shall obtain and take all actions necessary to maintain, at its own expense, any approvals, consents, and licenses from third parties that are necessary for Pearson to perform this Agreement, and as otherwise required to develop, deliver, use, host the e-Learning Programs, and commercialize the Content as contemplated by this Agreement, including the procurement of all information technology and third party software necessary for Pearson to perform this Agreement, including Intellectual Property concerning the Content. Subject to the confidentiality obligations set forth herein, the University shall promptly provide to Pearson, upon Pearson's reasonable request, material information regarding the University's agreements with third parties that directly affect the e-Learning Programs and/or Pearson's rights to have access to, host, or to otherwise possess or use such things. The University shall promptly disclose to Pearson any Intellectual Property rights of faculty, including Instructors of Record, associated with any Content of which it becomes aware and which may adversely affect the ability of either Party to perform its obligations under this Agreement. Without limiting the foregoing, the University shall ensure that they have secured, in writing, all right, title, and interest (whether by license or otherwise), including necessary assignment of moral rights (subject to Section 4.5) from all Instructors of Record or faculty for the University and Pearson to use the Content that is associated with each Course for the purposes of this Agreement.

### **3.8 University Domains**

The University shall provide Pearson access to multiple canonical names (CNAMEs) off the University's main domain that points to an IP address on Pearson's server strictly for the purpose of providing the services pursuant to this Agreement.

### **3.9 Access to University Systems**

The University shall provide all Pearson employees assigned to an e-Learning Program with user names and passwords to access the University Systems without the necessity of requiring Social Security numbers, home addresses, driver's license numbers, or other personal identifying information from said Pearson employees. Notwithstanding anything contained in this Agreement or any Program Term Sheet to the contrary, University expressly reserves the right to, at any time and without notice, limit, modify, or deny any Pearson employee's access to any University System if, in the reasonable discretion of University, such Pearson employee has (i) violated applicable University policy with respect to any University System, (ii) abused or misused any University System, or (iii) in any way misused student information.

### **3.10 Content Clearance**

The University shall be solely responsible for securing all third party consents, authorizations, permissions, approvals, and licenses concerning the Content that are required for Pearson to perform services under this Agreement.

### **3.11 Accreditation and Regulatory Compliance**

The University shall take all actions necessary to comply with all applicable laws, regulations, and accrediting body standards, possess all required educational approvals and accreditations, maintain Title IV eligibility, and comply with all terms of its program participation agreement with the U.S. Department of Education then in effect. The University acknowledges and agrees that it is solely responsible for obtaining all necessary state, federal, and accrediting body approvals for all e-Learning Programs under this Agreement. The University shall take all actions necessary to obtain and maintain state authorizations and, to the extent applicable, licensure board approvals as are necessary to meet mutually-agreed Program Student enrollment goals.

## **ARTICLE 4**

### **LICENSE**

#### **4.1 License to Pearson.**

The University hereby grants to Pearson for the Term of this Agreement a personal, non-transferable, and non-exclusive license to use, modify, revise, augment, create derivative works of, develop, produce, reproduce, manufacture, distribute, host, perform, display, promote, advertise, sell, and otherwise exploit the Content (and all other goods, things, information and information technology that the University shall provide Pearson pursuant to each Program Term

Sheet) solely for the purposes of this Agreement, including the hosting of e-Learning Programs, and the creation, for use by University and Program Students only, of either foreign language versions or new versions of the e-Learning Program. The University further grants Pearson, for the Term of this Agreement, the world-wide, royalty-free, non-exclusive right and license to use and display the name, trade names and trademarks of the University (the "University Trademarks") solely for the promotion, advertisement, selling and exploitation of the e-Learning Programs. ALL OTHER RIGHTS AND INTERESTS CONCERNING THE CONTENT ARE RESERVED BY THE UNIVERSITY.

#### **4.2 License to the University.**

Pearson hereby grants to the University for the Term of this Agreement a personal, non-transferable and non-exclusive license to use the Pearson Intellectual Property to perform, display, promote, advertise, sell, and otherwise exploit the e-Learning Programs that are produced pursuant to this Agreement, including any foreign language (direct translations) versions, but not for the purpose of creating or developing any derivative works or new versions of the e-Learning Program. For greater certainty, unless otherwise expressly agreed to in writing between the Parties, the University shall not (directly or indirectly) create, author, develop or produce any modifications, changes, revisions, adaptations, derivative works, alterations, deletions from, additions to, or customizations of all or any part of any Pearson property (including the Pearson Intellectual Property) or Pearson Confidential Information. ALL OTHER RIGHTS AND INTERESTS CONCERNING PEARSON INTELLECTUAL PROPERTY ARE RESERVED BY PEARSON.

#### **4.3 Pearson Course Contributions.**

Pearson will solely and exclusively own all right, title and interest in all Pearson Intellectual Property, whether same is created, authored, or developed pursuant to this Agreement or otherwise.

#### **4.4 Rights to Content and Program.**

Subject to Section 4.3, the University and/or the Instructor of Record, will retain all right, title, and interest in the Content and any derivative works, modifications, revisions, augmentations, or improvements that the University and/or Instructor of Record makes or creates to the original Content including trademarks, service marks and related goodwill associated with the Content.

#### **4.5 Moral Right Assignments**

The University agrees to use reasonable efforts to secure from an author of Content that is to be included in an e-Learning Program, including Instructor of Record, the right for Pearson to use the author's likeness, name and biographical materials for the purpose of promoting and delivering that Course pursuant to this Agreement. Notwithstanding the foregoing, the failure or inability for any reason of University to secure from such authors, including any Instructor of Record, the aforementioned rights shall not be deemed a breach of this Agreement or any Program Term Sheet.

## **ARTICLE 5** **REMUNERATION**

### **5.1 Service Fees.**

As full consideration for all of the obligations and services performed by Pearson pursuant to this Agreement, the University shall pay Pearson the service fees that are set out, and as calculable in, each applicable Program Term Sheet (“Service Fees”).

### **5.2 Payment by University.**

No later than five (5) business days after the Census Date of each academic term, the University shall provide Pearson with a written statement in a form reasonably acceptable to both Parties setting forth, at a minimum, (a) the number of Program Students enrolled in each Course, (b) the gross tuition amounts billed each Program Student enrolled in a Course, and (c) all deductions, if any, to be applied in the calculation of Gross Receipts pursuant to Section 1.2.10 of this Agreement (“Course Enrollment Statement”). After receipt of the Course Enrollment Statement, Pearson shall provide the University an invoice for Service Fees applicable to each e-Learning Program. The terms of payment shall be net thirty (30) days after receipt of each such invoice. Late payments will be subject to interest at the rate of 1.5% per month.

### **5.3 Reconciliation**

The University shall provide Pearson with a written accounting, for reconciliation purposes, no later than ten (10) business days after the completion of each academic term containing accurate, complete and current information concerning all such collections, deductions, and remittances by the University in accordance with this Article 5. Any resulting credits or charges shall be reconciled on the following term’s invoice for Service Fees.

### **5.4 Payment by Pearson.**

For any amounts payable from Pearson to University under this Agreement or any Program Term Sheet, Pearson shall pay the same promptly when due on the date set forth in the Program Term Sheet, without the necessity of demand, and without offset. Late payments will be subject to interest at the rate of 1.5% per month.

## **ARTICLE 6** **AUDIT**

### **6.1 Right to Audit.**

The University shall have the right, at the University’s expense, to have an independent certified public accountant (the “Auditor”) perform an audit (the “Audit”) of Pearson’s performance of its financial obligations to the University under Article 5, exercisable by at least twenty (20) days prior written notice delivered to Pearson, including providing reasonable access

to Pearson's relevant financial books, records and materials regarding each e-Learning Program's financial affairs. For greater certainty, any Audit will only be conducted for the limited purpose of verifying the Service Fee that is payable by the University to Pearson hereunder. Such audit will not interfere with the conduct of Pearson's business operations. If the Audit determines that Pearson has been over-compensated by any amount for such Audit period, then Pearson shall immediately repay such overcompensation to the University.

Pearson shall have the right to have an Auditor perform an Audit of the University's reporting of information affecting the Service Fee, exercisable by at least twenty (20) days prior written notice delivered to the University, including providing reasonable access to University's relevant financial books, records and materials regarding each e-Learning Program's financial affairs. For greater certainty, any Audit will only be conducted for the limited purpose of verifying the Service Fee that is payable by the University to Pearson hereunder. Such audit shall not interfere with the conduct of University's business operations. If the Audit determines that Pearson has been under-compensated by any amount for such Audit period, then University shall pay such under-compensation to Pearson within thirty (30) days of University's receipt of a written invoice therefor.

## **6.2 Maintenance of Books and Records.**

The Parties shall maintain and keep accessible and available all books and records relative to the obligations hereunder for inspection for the longer of: (i) three (3) years after termination or expiration of this Agreement, or (ii) such time as is required by Title IV of the Higher Education Act (as amended) or other applicable law.

## **ARTICLE 7** **CONFIDENTIAL INFORMATION AND NON-COMPETITION**

### **7.1 Confidentiality.**

The University and Pearson each agree to maintain the Confidential Information of the other Party in the same manner that it maintains its own Confidential Information, but in no event, less than a commercially reasonable standard of care. The University and Pearson each agree that any disclosure of the other Party's Confidential Information to any of its officers, employees, consultants, contractors, or agents shall (i) be made only if and to the extent necessary to carry out its rights and responsibilities under this Agreement, (ii) be limited to the maximum extent possible consistent with such rights and responsibilities, and (iii) if made to persons outside of the direct employ of the Party, be made only to such persons who are bound by written confidentiality obligations no less restrictive than those set forth in this Agreement. Except as set forth above, the University and Pearson each agree not to disclose the other Party's Confidential Information to any third parties under any circumstance without the prior written approval from the other Party (such approval not to be unreasonably withheld), except as required in any application for regulatory approvals or as otherwise required by subpoena, court order, or other applicable law. Each Party will, to the extent permitted by law, notify the other Party if disclosure is required in any application for regulatory approvals or by law, but any

additional action to prevent release or otherwise protect the Confidential Information must be undertaken by the Party in receipt of such notice at its own expense.

Notwithstanding anything to the contrary contained in this Agreement or any Program Term Sheet, Pearson acknowledges that University is a governmental entity and thus subject to the Nevada Open Records Act, NRS 239.005 to NRS 239.011. Pursuant to the Act, this Agreement and any Confidential Information provided pursuant hereto, may be subject to public disclosure unless such information is expressly deemed confidential by law or common law balancing of interests. If University is required to disclose Confidential Information by operation of the Nevada Open Records Act, such disclosure shall not be deemed a violation of this Section 7.1. The University shall provide Pearson with reasonable notice of any public records request seeking the disclosure of Confidential Information, including but not limited to requests for this Agreement and any Program Term Sheet.

#### **7.2 Publicity.**

Neither Party shall disclose the terms of this Agreement without the prior written consent of the other Party; provided, however, that any Party hereto may make such a disclosure to the extent required by law. Notwithstanding the foregoing, the Parties agree that Pearson may release an initial public announcement relating to the transactions contemplated by this Agreement provided that the contents of such public announcement are approved by the University in writing, such approval not to be unreasonably withheld. Any public announcement that has been previously approved by the Parties in writing may be subsequently released without further approval. Any costs incurred for public relations in respect of this Agreement will be paid by the Party incurring the expense.

#### **7.3 Return of Confidential Information.**

Upon the termination or expiration of this Agreement for any reason, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days of the termination or expiration of this Agreement for any reason, each Party shall return (or destroy) all the Confidential Information of the other Party, and an officer of each Party shall certify that all such materials have been returned (or destroyed). Notwithstanding the foregoing, one copy of any or all Confidential Information may be retained in inactive archives solely for the purpose of establishing the contents thereof.

#### **7.4 Prohibition on Solicitation.**

Neither Party shall, during Term of this Agreement and for a period of one (1) year thereafter, solicit any person who was employed by the other Party hereto or its affiliates during such period, whether such person is hired as an employee or consultant, unless authorized in writing by the other Party, or unless such person has not been employed by the other Party for at least twelve (12) months prior to his or her solicitation. Advertisements of open positions which are directed to the general public will not constitute a violation of this provision.

## **7.5      Restrictive Covenant.**

During the Term only, the University, as a material condition of this Agreement, shall not (a) use, commercially exploit, distribute, market, license, or otherwise allow any other person to use or have the benefit of, all or any part of, the e-Learning Program except solely and exclusively for the University's internal and non-commercial operations; (b) compete with any e-Learning Program by offering an online program with the same or substantially similar curriculum; or (c) utilize any information gained solely from Pearson under this Agreement or a Program Term Sheet to offer, market, or provide to any institution of higher education (outside of the Nevada System of Higher Education) any commercial good or service Pearson currently provides to other persons in the distance learning market.

## **ARTICLE 8** **TERM AND TERMINATION**

### **8.1      Term.**

This Agreement will take effect as of the Effective Date and continue for so long as a Program Term Sheet is in effect, unless terminated earlier pursuant to Section 8.3. A Program Term Sheet may be renewed pursuant to Section 8.2. The initial term and any applicable renewal term mean the "Term."

### **8.2      Renewal.**

A Program Term Sheet may be renewed by mutual written consent of the Parties or as otherwise set forth in the Program Term Sheet.

### **8.3      Termination.**

This Agreement may be terminated prior to the expiration of its Term in the following ways: (i) by mutual written consent of the University and Pearson; (ii) by one Party upon written notice to the other Party hereto in the event that (a) a Party has dissolved, ceased active business operations or liquidated, unless such dissolution, cessation or liquidation results from reorganization, acquisition, merger or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against another Party and, in the event such a proceeding has been brought against such Party, remains dismissed for a period of sixty (60) days, or an assignment has been made for the benefit of such Party's creditors or a receiver of such Party's assets has been appointed (a "Bankruptcy Event"); (iii) by one Party upon default of another Party hereto in the full and timely observance or performance of a material covenant or obligation under this Agreement, upon thirty (30) days prior written notice in the case of a payment breach and sixty (60) days' prior written notice in the case of any other such breach by the other Party, which notice will specify the nature of the material default; provided, however, that if such default is cured by the defaulting Party within such thirty (30) or sixty (60) day period, such notice of termination will be deemed withdrawn, null and void and this Agreement will not be terminated pursuant thereto; (iv) Pearson may terminate an individual e-Learning Program, upon one hundred twenty (120)

days prior written notice, any time thirty (30) months after the commencement of the applicable e-Learning Program if there are fewer than the minimum number of Program Students enrolled in the e-Learning Program designated in the applicable Program Term Sheet ("Minimum Number of Program Students") during any given non-summer academic term, provided, however, that Pearson shall permit Program Students to complete any Courses within the e-Learning Program already commenced prior to the effective date of such termination. In the event that all e-Learning Programs are terminated in this manner, then this Agreement will also terminate; and (v) in the event no funds or insufficient funds are appropriated and budgeted or are otherwise available to the University in any fiscal period for obligations due from the University under this Agreement or any Program Term Sheet, then this Agreement and each Program Term Sheet shall terminate on the last day of the fiscal period for which appropriations were received, without penalty, charge, or expense to the University of any kind whatsoever. University agrees to provide written notice to Pearson of this eventuality, should it occur.

#### **8.4 Termination Obligations.**

**8.4.1** Without limiting any other provisions of this Agreement, the Parties will remain liable for all obligations and will be entitled to all rights accruing prior to termination as well as those obligations and rights which survive the termination or expiration of this Agreement pursuant to Section 12.14.

**8.4.2** Upon termination or expiration of this Agreement, other than (i) upon a default by Pearson pursuant to Section 8.3(iii), or (ii) by University pursuant to Section 8.3(v), Pearson will be entitled to all Service Fees earned prior to such expiration or termination and for all Service Fees that arise in connection with all Program Students recruited by Pearson for so long as such Program Students remain continuously enrolled at the University in (a) the same online e-Learning Program and/or Courses, or (b) successor online programs and/or courses covering the same or substantially similar curriculum ("Post-Termination Fees"). For purposes of this Section 8.4.2 only, a Program Student shall be deemed to have remained continuously enrolled at the University so long as any break in the Program Student's enrollment at the University is less than five (5) consecutive calendar years. University shall pay Pearson all Post-Termination Fees in accordance with Article 5 of this Agreement and the provisions of the applicable Program Term Sheet.

#### **8.5 Continuing Obligations and Teach-out.**

Without limiting any other provisions of this Agreement, the Parties shall remain liable for all obligations accruing prior to termination, including without limitation Service Fees earned by Pearson. At the option of the University (to be exercised by written notice to Pearson), this Agreement shall remain in effect, to complete any Courses then in progress and any reasonable transition period for then registered Program Students.

#### **8.6 Other Relief.**

**8.6.1** If a Party to this Agreement fails to perform or otherwise breaches any of its material obligations under this Agreement, in addition to any right to terminate this Agreement, the non-defaulting Parties may elect to obtain other relief and remedies available under law.

**8.6.2** Each Party agrees and confirms the unique, commercially sensitive and operationally critical nature of the e-Learning Programs, and all other obligations and duties under this Agreement, and each Party would be immediately and irreparably harmed by any material breach of the obligations owed by either Party to the other and that monetary relief alone for any such breach will not, and cannot, adequately compensate the harmed Party in such event. The Parties further agree that they will be entitled to apply for equitable relief in connection with any such breach of this Agreement, including a restraining order, injunctive relief, or specific performance as may be granted by any Court of competent jurisdiction, to prevent or otherwise remedy any such expected or actual breach of this Agreement, and to enforce the terms and provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

## **ARTICLE 9** **REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **9.1 University Representations.**

- i. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- ii. **Right to Use.** The University represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for Pearson to access, display, and use) any Content as set forth in this Agreement.
- iii. **Infringement.** The University represents and warrants that it has no actual knowledge that the Content infringes upon the valid Intellectual Property Rights of any third party.
- iv. **Compliance with Laws.** The University represents and warrants that it is in material compliance with all applicable laws, regulations, and accrediting body standards, possesses all required educational approvals and accreditations, is a Title IV eligible institution with a program participation agreement with the U.S. Department of Education presently in effect, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.
- v. **No Legal Violation.** The performance of this Agreement by the University will not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to either this Agreement, or to any provision of the University constating or charter documents.
- vi. **Binding Agreement.** This Agreement is a legal, valid and binding obligation of the University enforceable against it in accordance with its terms and conditions.

vii. No Inconsistent Obligation. To the University's actual knowledge, the performance of this Agreement by the University will not infringe, breach, contravene or detrimentally affect any other person's contractual, confidentiality or intellectual property rights, and the University does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of the University to perform all, or any part of, this Agreement (including permitting Pearson to take possession of, host, use, operate, maintain, or otherwise have access to any Course, Content, information technology, or information). The University is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would prevent, delay, interfere with, or otherwise impede the diligent and complete fulfillment of the University's obligations hereunder.

## 9.2 Pearson Representations.

- i. Organization. Pearson represents and warrants that it is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform this Agreement, and it holds the required registrations to perform its obligations hereunder.
- ii. Right to Use. Pearson represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the University to use) any Pearson Intellectual Property as set forth in this Agreement.
- iii. Incentive Compensation – Title IV Compliance. Pearson represents and covenants that its compensation of its employees, consultants and any other persons who perform any student recruitment activities for the University under this Agreement is and will continue to be in accordance with 20 U.S.C. § 1094(a)(20), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education, currently located at 34 C.F.R. § 668.14(b)(22). Pearson agrees to maintain, during the term of this Agreement and for a period of at least three years after the expiration or termination of this Agreement, complete and accurate books and records relating to its compensation of its employees and other persons who perform any student recruitment activities for the University under this Agreement.
- iv. Compliance with Laws. Pearson represents and warrants that it is in material compliance with all applicable laws and regulations.
- v. No Legal Violation. The performance of this Agreement by Pearson will not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to either this Agreement, or to any provision of Pearson's constating or charter documents.
- vi. Binding Agreement. This Agreement is a legal, valid and binding obligation of Pearson enforceable against it in accordance with its terms and conditions.

vii. No Inconsistent Obligation. To Pearson's actual knowledge, the performance of this Agreement by Pearson will not infringe, breach, contravene or detrimentally affect any other person's contractual, confidentiality or intellectual property rights, and Pearson does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of Pearson to perform all, or any part of, this Agreement. Pearson is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.

### **9.3 WARRANTY DISCLAIMER.**

EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE 10** **RISK MANAGEMENT**

### **10.1 Infringement Indemnification by The University.**

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall defend and indemnify Pearson, its subsidiaries, parent corporations, affiliates, officers, directors, contractors (including Instructors), partners, shareholders, employees, agents, successors and assigns from and against any damages, claims, suits, liabilities, losses and expenses, including reasonable attorney's fees, arising from or related to any third party claim that use of the Content in accordance with the terms of this Agreement infringes the Intellectual Property of such third party. University will assert the defense of sovereign immunity as appropriate in all cases. University's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action. If any Content or its use is held to constitute an infringement of any third party's Intellectual Property the University shall at its expense and option: (1) procure the right for Pearson to continue using the Content; (2) replace the Content with non-infringing equivalent content conforming to the applicable specification required by this Agreement; or (3) modify the Content to make it non-infringing while conforming to the applicable specifications.

### **10.2 Infringement Indemnification by Pearson.**

Pearson shall defend and indemnify the University, its board members, affiliates, officers, trustees, contractors, partners, employees, agents, successors and assigns from and against any damages, claims, suits, liabilities, losses and expenses, including reasonable attorney's fees, arising from or related to any third party claim that use of the Pearson Intellectual Property in accordance with the terms of this Agreement infringes any Intellectual Property of any third

party. If any Pearson Intellectual Property or its use is held to constitute an infringement of any third party's Intellectual Property, Pearson shall at its expense and option: (1) procure the right for the University to continue using Pearson Intellectual Property; (2) replace the Pearson Intellectual Property with non-infringing equivalent content conforming to the applicable specification required by this Agreement; or (3) modify Pearson Intellectual Property to make it non-infringing while conforming to the applicable specifications.

#### **10.3 Notice of Infringement.**

Each Party shall inform the other promptly in writing of any alleged infringement of an Intellectual Property Right relating to an e-Learning Program by a third party and of any available evidence thereof.

#### **10.4 Right to Assume Litigation Defense.**

Each indemnifying Party will have the right, but not be obligated, to defend and litigate at its own expense any infringement claim to which it may be liable under this Article 10.

#### **10.5 Cooperation.**

The indemnified Party shall fully cooperate and assist in all respects with the defense of any such intellectual property infringement claim, including to testify when requested and to make available all relevant records, papers, information, samples, specimens, and the like.

#### **10.6 Limitation and Exclusion of Liability.**

Except as otherwise agreed in Sections 10.1 and 10.2 hereof the Parties agree and confirm that: neither Party will, in any circumstance, be liable, responsible or obligated for any indirect, third party, incidental, consequential, special, exemplary, or punitive liability, damages, compensation, award, loss, harm, injury, cost or expense whatsoever, regardless of whether such damages arise from causes of action based upon contract, tort, negligence, common law, equity, statute or other legal theory. Without waiving the University's defense of sovereign immunity, which defense is hereby expressly reserved, each Party's sole, exclusive and exhaustive liability, responsibility and remedy to the other Party shall be strictly limited, in the aggregate for all occurrences, to no more than \$1,000,000 during the Term; provided, however, that such limit shall not apply to either Party's express contractual payment obligations to the other Party under this Agreement and/or a Program Term Sheet.

#### **10.7 Insurance.**

During the Term, Pearson shall obtain and maintain insurance issued by a company authorized to provide insurance in the United States of America, in the following kinds and amounts:

##### **10.7.1 Commercially reasonable worker's compensation and employer liability, covering all employees on or off the work site, acting within the course and scope of their employment.**

**10.7.2 Insurance for bodily injury and property damage as listed below:**

Commercial General Liability with:  
\$1,000,000 per occurrence  
\$1,000,000 personal injury  
\$2,000,000 general aggregate

**10.7.3 Commercial automobile insurance with coverage of \$1,000,000 Combined Single Limited Liability including hired and non-owned.**

**10.7.4 Upon the request of the University, Pearson shall confirm in writing to the University the existence of the insurance coverage that is required pursuant to this Section 10.7.**

**ARTICLE 11**  
**DISPUTE RESOLUTION**

**11.1 Internal Resolution Attempts.**

In the event of any dispute arising between the Parties in connection with this Agreement, the Parties shall attempt to amicably resolve the dispute, including through escalation of the matter to a senior representative or senior representatives of each Party.

**11.2 Mediation.**

In the event that the dispute is not resolved through internal resolution attempts, the Parties shall refer the matter to non-binding mediation, with the mediator to be chosen by the Parties upon mutual agreement at such time. The Parties shall equally share the costs of such mediator and the process for mediation, provided that each party will be responsible for its own costs of preparing for an appearing before the mediator. The decision of the mediator will not be binding on the parties. In the event the dispute is not resolved my mediation, the Parties may, upon mutual written agreement, submit the matter to binding arbitration for resolution. Notwithstanding the foregoing, nothing contained in this Section 11.2 shall be construed to require either Party to submit any dispute to arbitration.

**ARTICLE 12**  
**GENERAL PROVISIONS**

**12.1 Relationship of the Parties.**

The relationship between the Parties is limited solely to that of independent contractor. Nothing in this Agreement will be construed to create or imply a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors in connection with the performance of services under this Agreement without the written consent of the other Party.

## **12.2 Entire Agreement.**

This Agreement, together with the Schedules, constitutes the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter hereof.

## **12.3 No Waiver.**

The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. A waiver will be effective unless it is in writing and signed by the Party giving it, and no such waiver will constitute a waiver for any other provisions, whether or not similar.

## **12.4 Time of the Essence**

Time shall be of the essence with respect to the performance of the Parties' respective obligations and duties to the extent any time requirements are specifically set out in this Agreement.

## **12.5 Currency.**

All references to currency in this Agreement are to U.S. Dollars.

## **12.6 Severability.**

If any portion of this Agreement is held to be illegal, invalid or inoperative then so far as is reasonable and possible: (i) the remainder of this Agreement will be considered valid and operative; and (ii) effect will be given to the intent manifested by the portion held invalid or inoperative.

## **12.7 Amendments**

This Agreement may be modified only upon the mutual written consent of Pearson and the University.

## **12.8 Compliance with Law.**

The Parties agree that this Agreement and all activities in any way relating to it shall be conducted in compliance with applicable laws. Pearson agrees to materially comply with the University's policies with respect to the privacy of education records published at <http://www.unr.edu/administrative-manual>, <http://system.nevada.edu/Nshe/index.cfm/administration/board-of-regents/handbook/>, and/or <http://system.nevada.edu/Nshe/index.cfm/administration/board-of-regents/procedures-guidelines-manual/>, as may be amended from time to time.

## **12.9 Further Assurances.**

The Parties shall execute such other documents or perform such acts as may be reasonably necessary to give effect to the intentions expressed in this Agreement.

### **12.10 Notices.**

Any notice to be given to the University or Pearson under the terms of this Agreement (excluding those required under Section 2.2) may be delivered personally, by fax, or other form of written electronic transmission, or by registered or certified mail, postage prepaid, and shall be addressed as follows:

If to Pearson: 2145 MetroCenter Blvd., Suite 400  
Orlando, FL 32835-7632

Phone: (800) 511-5636 ext. 5504  
Fax: (407) 395-0021

**Attention: Chief Operating Officer**

If to the University:      University of Nevada, Reno  
Attn: Executive Vice President and Provost  
1664 N. Virginia St., MS 005  
Reno, Nevada 89557

With a copy to:

University of Nevada, Reno  
Attn: General Counsel  
1664 N. Virginia St., MS 550  
Reno, Nevada 89557-0550

A Party may hereafter notify another in writing of any change in address. Any notice shall be deemed duly given (i) when personally delivered, (ii) when faxed or transmitted by other form of written electronic transmission (upon confirmation of receipt) or (iii) on the third day after it is mailed by registered or certified mail, postage prepaid, as provided herein.

### 12.11 Assignment.

Neither Party may assign this Agreement without first obtaining the written consent of the other Party, which may be withheld for any reason, except that Pearson may assign this Agreement, including all licenses granted hereunder, to an affiliate or subsidiary.

## 12.12 Counterpart Execution.

This Agreement may be executed in any number of counterparts and may be maintained in electronic form with the same effect as if all Parties hereto have signed the same document. All counterparts will be construed together and constitute one Agreement.

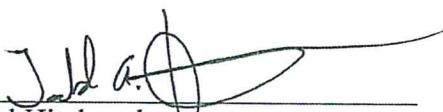
### **12.13 Survival.**

Notwithstanding any provision herein to the contrary, the rights and obligations set forth in Articles 7 (except for Section 7.5), 10 (except for Section 10.7) and 11, and Sections 4.3, 4.4, 6.2, 8.3(v), 8.4, 8.5, 8.6, and 9.3 shall survive the expiration or termination of this Agreement.

The Parties have entered into this Agreement as of the Effective Date.

**Embanet-Compass Knowledge Group  
Inc.**

By:



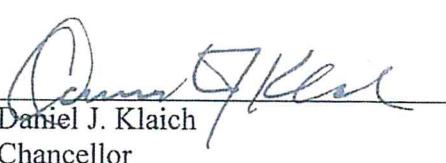
Todd Hitchcock  
Chief Operating Officer

Date:

12/18/2015

**Board of Regents of the Nevada System of  
Higher Education on behalf of the  
University of Nevada, Reno**

By:



Daniel J. Klaich  
Chancellor

Date:

12/17/15

Recommended by:



Marc Johnson 12/16/15  
Marc Johnson  
President

# Pearson Online Learning Services

## Program Term Sheet #1 Master of Social Work Program

This Program Term Sheet #1 ("Program Term Sheet") is entered into as of December \_\_\_, 2015 ("Effective Date") pursuant to the e-Learning Program Master Services Agreement ("Agreement") between Embanet-Compass Knowledge Group Inc. ("Pearson") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University").

### 1. e-Learning Program:

Master of Social Work (MSW) with two tracks: (a) an advanced standing track for students with a BSW from a CSWE-accredited program, and (b) a traditional track for students with a bachelor's degree in any discipline and prerequisite course requirements (collectively, the "Program"). The University commits to annually evaluate market conditions and, in its sole discretion, but only with the mutual agreement of Pearson, add appropriate concentrations to this Program.

### 2. Program Term:

The term of this Program Term Sheet will be ten (10) years from the date of the first Student enrollment ("Program Term"). The Parties currently anticipate the Program to launch in Fall 2016.

### 3. Number of Courses in the Program:

The following twenty (20) Courses and one (1) field readiness residencies (at the foundation year) currently make up the Program:

| Course | Title  | Credits |
|--------|--|---------|
| SW 610 | Structural Oppression I                        | 3       |
| SW 611 | Structural Oppression II                       | 3       |
| SW 630 | SW History & Social Welfare Policy             | 3       |
| SW 623 | Methods w/ Orgs, Communities & Legislatures    | 3       |
| SW 640 | Elements of Evidence Informed Practice         | 3       |
| SW 6XX | Field Readiness (3 Day Residency with Sim Lab) | 0       |
| SW 620 | SW Methods with Individuals                    | 3       |
| SW 680 | Foundation Practicum I                         | 3       |
| SW 621 | SW Methods with Groups                         | 3       |
| SW 624 | SW Methods w/ Couples and Families             | 3       |
| SW 681 | Foundation Practicum II                        | 3       |
| SW 710 | Advanced Multi-dimensional Assessment          | 3       |

| Course   | Title                                    | Credits |
|----------|--|---------|
| SW 720   | Therapeutic Interventions w/ Individuals | 3       |
| SW 723   | SW Administration I                      | 3       |
| SW 780   | Advanced Practicum I                     | 4       |
| Elective | SW Elective or Thesis Option             | 3       |
| SW 724   | Therapeutic Interventions w/ Families    | 3       |
| SW 725   | SW Administration II                     | 3       |
| SW 741   | Practice and Program Evaluation          | 3       |
| SW 781   | Advanced Practicum II                    | 4       |
| SW 7XX   | Culminating Case Based Class or Thesis   | 3       |

4. Minimum Per Credit Hour Tuition Rate (which includes tuition and fees): \$350 for in-state students; \$700 for out-of-state students.
5. Program Admission Requirements:
  - a. Bachelor's degree from regionally accredited institution (non-social work bachelor's degree needs substantial preparation in the liberal arts, including the social sciences, humanities, research, and human biology).
  - b. A course in statistics and research methods is required.
  - c. Standard Application Fee of \$60
  - d. MSW Application Form with essays  
(See [http://www.unr.edu/Documents/dhs/social-work/degrees/msw/MSW-Program-Application\\_10-27-15.pdf](http://www.unr.edu/Documents/dhs/social-work/degrees/msw/MSW-Program-Application_10-27-15.pdf))
  - e. Three Letters of Recommendation
  - f. NON-BSW Track:
    - i. 3.00 Overall GPA OR 3.25 GPA in last 60 credit hours
  - g. BSW Degree Track:
    - i. 3.00 Overall GPA OR 3.25 GPA in last 60 credit hours with "B-" in each social work course
    - ii. Documentation of outstanding performance in a BSW field experience
    - iii. Graduation from a CSWE accredited program
6. Entry Points per Year: 3 (Fall, Spring, Summer)
7. Course Length: 7 and 14 weeks.
8. Total Number of Courses to be Developed: 20
9. Total Number of Existing Online Courses: 0
10. Total Number of Courses Offered Each Academic Year: 20
11. Total Number of Course Carousels: 6

12. Number of Courses being Shared across Concentrations: 10
13. Current LMS Utilized, if any: Blackboard, switching to Canvas in Summer 2016
14. LMS Utilized for Program Term: Canvas (Program Courses will be built in, and delivered from, the Canvas LMS)
15. Course Development Fee:

Pearson shall pay the University a “Course Development Fee” to fund the selection of faculty to serve as Subject Matter Experts (“SME”) for the initial build-out of each Course developed by Pearson. The Course Development Fee shall be \$3,333.33 per Course credit hour, which shall be paid to University no later than thirty (30) days after the Instructor Sign Off Date for the given Course.

16. Lead Instructor Fees:

For each Course, the University shall appoint a “Lead Instructor” who will manage the first group of up to 24 Program Students in the Course each academic term. If the University appoints one or more Course Facilitator(s) pursuant to Section 17 below, Pearson shall pay the University “Lead Instructor Fees” equal to \$2,000 for each Course Facilitator appointed per Course each academic term, up to a maximum Lead Instructor Fee of \$8,000 per Course each academic term. If no Course Facilitator is appointed pursuant to Section 17 below for the Course in a given academic term, no Lead Instructor Fee shall be paid during that academic term relating to that Course. The Lead Instructor Fees and per Course maximum cap thereon shall be adjusted pursuant to the CPI Escalator stated in Section 26(I).

17. Course Facilitator Fees:

The University will appoint a “Course Facilitator” for each group of 24 Program Students per Course each academic term above the first group being led by the Lead Instructor under Section 16 above, with a minimum of 10 Program Students required for the appointment of each additional Course Facilitator. Pearson shall pay the University “Course Facilitator Fees” equal to \$4,000 for each Course Facilitator appointed per Course each academic term. The Lead Instructor for a Course during a given academic term shall not be considered a “Course Facilitator” for purposes of calculating the Course Facilitator Fee due under this Section 17. The Course Facilitator Fees shall be adjusted pursuant to the CPI Escalator stated in Section 26(I).

18. Position Funding and Staffing:

Pearson shall pay the University throughout the Program Term the following “Annual Funding” amounts, as adjusted pursuant to the CPI Escalator stated in Section 26(I), to fund the corresponding listed positions (“Funded Positions”) commencing on the “Funding Start Dates” listed below. Except as set forth in Section 26(H) hereto regarding start-up funding, the Annual Funding amounts shall be paid by applying equal prorated credits to each of the six (6) invoices for Service Fees issued by Pearson in a given academic year. In the event that the credit due to

the University under this Section 18 exceeds the amount due Pearson under that invoice, Pearson shall remit payment to the University in the amount of the excess credit due no later than thirty (30) days after completion of the applicable academic term.

The University shall recruit, hire, employ, and dedicate, as of the respective Funding Start Date and for the remainder of the Program Term, each of the Funded Positions to the support of the Program's teaching and administration.

| Funded Position                        | Number of Funded Positions | Funding Start Date | Annual Funding for each Funded Position |
|--|----------------------------|--------------------|---|
| Assistant Professor                    | 2                          | May 1, 2016        | \$78,973                                |
| Assistant Professor                    | 3                          | May 1, 2017        | \$78,973                                |
| Distance Education Program Coordinator | 1                          | February 1, 2016   | \$110,075                               |
| Assistant Field Coordinator            | 1                          | May 1, 2016        | \$86,765                                |
| Administrative Assistant III Step 3    | 1                          | March 1, 2016      | \$46,577                                |

In the event the Program does not launch as anticipated in Fall 2016, the Parties shall engage and renegotiate the Funding Start Dates for each Funded Position in good faith, and execute an appropriate amendment to this Program Term Sheet.

In the event the University does not employ a Funded Position as of the applicable Funding Start Date, the non-utilized prorated amount of Annual Funding for such Funded Position shall be credited back to Pearson pursuant to the reconciliation process set forth in Section 5.3 of the Agreement.

19. Faculty Equipment Funding:

Within thirty (30) days after the respective initial appointment date of each of the five (5) faculty members listed in Section 18 above, Pearson will pay University \$5,000 for one-time equipment costs for each such faculty Funded Position.

20. State Authorization Compliance Funding:

Within thirty (30) days of receipt of a written invoice therefor, Pearson shall reimburse the University for documented direct costs and fees paid by the University for Program state authorization and social work licensure board compliance ("State Authorization Direct Costs"). State Authorization Direct Costs shall include only the amounts paid to state higher education authorities and state social work licensure board for approval to offer the Program in such state. In the event State Authorization Direct Costs materially increase during the Program Term, the Parties shall engage in good faith for the purpose of considering appropriate adjustments to the compliance funding obligation set forth in this Section 20. The University shall take any and all actions reasonably necessary to obtain and maintain state authorizations and social work

licensure board approvals required to market to, recruit, and enroll Program Students in all fifty (50) states and the District of Columbia, unless mutually agreed on a state by state basis.

21. Financial Aid to be Made Available to Students (Yes/No)? Yes

22. Services to be provided by Pearson to the University (Yes/No):

| Functional Area                      | Specific Service   | Yes/No |
|--------------------------------------|--|--------|
| Academic                             | Course Design & Development  | Yes    |
| Academic                             | Facilitator Recruitment  | Yes    |
| Academic                             | Instructor Management  | No     |
| Academic                             | Faculty and Instructor Training  | Yes    |
| Marketing & Enrollment               | Campaign Design  | Yes    |
| Marketing & Enrollment               | Testing, Analysis and Optimization                                       | Yes    |
| Marketing & Enrollment               | Lead Generation  | Yes    |
| Marketing & Enrollment               | Student Recruitment and Admissions Support                               | Yes    |
| Technology Services & Support        | eLearning Platform Selection and Implementation                          | No     |
| Technology Services & Support        | Tier 1 Data Center Hosting   | No     |
| Technology Services & Support        | 24/7/365 Help Desk Support   | Yes    |
| Regulatory Guidance                  | Consultation in Support of University-led State Authorization Compliance | Yes    |
| Program Management/ Student Services | Student Retention Management   | Yes    |

23. Responsible Parties/Contact Information:

Embanet-Compass Knowledge Group Inc.  
Title: Chief Operating Officer

University of Nevada, Reno  
Title: Executive Vice President and Provost

Address:  
2145 MetroCenter Blvd., Suite 400  
Orlando, FL 32835-7632

Address:  
1664 N. Virginia St., MS 005  
Reno, Nevada 89557

Phone: (800) 511-5636, ext. 5504

Phone: (775) 784-1740

**24. Service Fee (Article 5 of the Agreement)**

The Service Fees payable to Pearson shall be calculated pursuant to the following table:

| <b>Program Year</b> | <b>Pearson Gross Receipts %<br/>for First 599 Program<br/>Students</b> | <b>Pearson Gross Receipts %<br/>for All Program Students<br/>Above 599</b> |
|---------------------|--|--|
| Program Year 1      | 85%  | 68%  |
| Program Year 2      | 85%  | 68%  |
| Program Year 3      | 85%  | 68%  |
| Program Year 4      | 82%  | 68%  |
| Program Year 5      | 78%  | 68%  |
| Program Year 6      | 78%  | 68%  |
| Program Year 7      | 78%  | 68%  |
| Program Year 8      | 78%  | 68%  |
| Program Year 9      | 78%  | 68%  |
| Program Year 10     | 78%  | 68%  |

As used in this Program Term Sheet, "Program Year" shall refer to the University's academic terms encompassed by the twelve (12) month period beginning on the first day of the Program Term, and the succeeding twelve (12) month periods beginning on each subsequent one (1) year anniversary of the first day of the Program Term. For example, if the Program launches as anticipated in Fall 2016, then Program Year 1 shall encompass the Fall 2016, Spring 2017, and Summer 2017 terms; Program Year 2 shall encompass the Fall 2017, Spring 2018, and Summer 2018 terms; and so forth.

**25. Minimum Number of Program Students (Section 8.3 of the Agreement)**

The Minimum Number of Program Students pursuant to Section 8.3 of the Agreement shall be 300 Program Students.

**26. Additional Terms and Conditions**

- A. Upon receipt of a completed student application, the University shall process the application and communicate their decision to Pearson within five (5) business days.
- B. University agrees that Pearson will notify Program Students of acceptance in the Program and will then proceed to work with Program Students to ensure they are registered in the required Courses.
- C. Pearson shall pay the University applicable Facilitator Fees and Lead Instructor Fees earned by University under this Program Term Sheet during a given academic term no later than thirty (30) days after completion of that academic term.
- D. Pearson will work with the key members of the University faculty to create a design and development schedule for the development of Courses in the form of Appendix 1 hereto.

Appendix 1 must be finalized at least six (6) months prior to the launch of the first Program Course. In the event that Appendix 1 is not finalized at least six (6) months prior to the launch of the first Program Course, the Program launch will be postponed. Both the University and Pearson will work to achieve the defined timelines for the development of the Program Courses. The University shall be responsible for any SME costs associated with updating the Program Courses after the initial Course development.

- E. Should the University change the LMS platform(s) at any time during the Program Term and when Courses are in session, Pearson and the University agree that the cost of these migrations is not included in this Program Term Sheet and may negotiate a separate migration fee per Course, which, if agreed upon by University in writing, shall be payable within thirty (30) days of invoice.
- F. To better understand and promote the University's core values and curriculum, Pearson may, at its discretion, allow its current employees to enroll and complete this Program and both the tuition and Standard Application Fees will be waived. To be admitted into the Program, Pearson employees must submit a student application and meet the entrance criteria of the University.
- G. The University agrees to allow 10% off gross tuition for persons employed by corporations enrolled in Pearson's B2U program and immediate family members of such persons. For the purposes of this Program Term Sheet, "immediate family" means a spouse, life partner, or dependent child of such persons. The University shall make reasonable efforts to cooperate with the execution of Pearson's B2U strategy as may be modified from time to time, including, but not limited to, the introduction of the University's network of social work organizational partners to Pearson.
- H. Pearson shall pay its Annual Funding obligations arising prior to the anticipated launch term of Fall 2016 in two installments: (1) for Annual Funding amounts due for the Spring 2016 term, payment shall be made by February 15, 2016; and (2) for Annual Funding amounts due for the Summer 2016 term, payment shall be made by May 15, 2016. Thereafter, Annual Funding will be paid by credits to Pearson's invoices for Service Fees as set forth in Section 18 hereof.
- I. Where expressly indicated herein, the amounts payable by Pearson to University shall be upwardly adjusted annually beginning in Program Year 3 by the year-over-year percentage increase, if any, in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Reno-Sparks MSA, up to a maximum annual increase of 3% per year (the "CPI Escalator").

SIGNATURES FOLLOW ON NEXT PAGE

WHEREFORE, the Parties have entered into this Program Term Sheet on the date of the last signature below, effective as of the Effective Date.

**Embanet-Compass Knowledge Group  
Inc.**

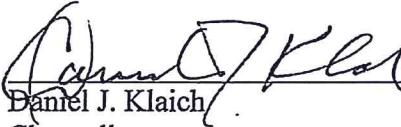
By:

Todd Hitchcock  
Chief Operating Officer

Date:

**Board of Regents of the Nevada System of  
Higher Education on behalf of the  
University of Nevada, Reno**

By:

  
Daniel J. Klaich  
Chancellor

Date:

12/17/15

Recommended by:

  
Marc Johnson 12-16-15  
Marc Johnson  
President

## **Appendix 1: Course Development Schedule**