

## ACADEMIC PARTNER MEMORANDUM OF UNDERSTANDING

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Career Step, LLC, ("Career Step"), develops and provides on-demand career-focused education and training programs and University of North Dakota, ("Institution"), desires to offer one or more of Career Step's programs to its students.

Institution and Career Step hereby agree as follows:

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1. **Programs.** Career Step will make available to the institution an online catalog of certificate and supplemental programs (<http://www.careerstep.com/ap-catalog>). Program descriptions, including program materials, can be found for each offering. The online catalog may be updated from time to time by Career Step in its sole discretion to change or add to the programs being offered.
2. **Program Fees.** The price of each Career Step program is indicated in the online catalog. Program prices as subject to change upon one hundred twenty (120) days notice. Students are granted a fourteen (14) day money back guarantee, but once that period has elapsed there are no refunds granted. Collection of Career Step program fees is the responsibility of Career Step and/or Institution.
  - (a) Career Step collects payment
  - (b) The Institution's share of revenue shall be paid within thirty (30) days following the end of each month.
3. **Compensation.** As compensation for services (marketing, advisement, enrollment, etc.) rendered, Institution will receive a share of the revenues generated from program fees. The revenue share will be calculated on program fees collected less any promotional item or discount offered. The revenue share will be determined by annual enrollment volume.
  - (a) One (1) to twenty five (25) enrollments per year – eighteen percent (18%)
  - (b) Twenty six (26) to fifty (50) enrollments per year – twenty percent (20%)
  - (c) Fifty one (51) or greater enrollments per year – twenty two percent (22%)
4. **Ownership.** Career Step retains the ownership of all right, title and interest in and to all Programs, the related documentation and all intellectual property rights therein and Career Step shall own all rights, title and interest in all derivative works, subject in each case to any rights of Career Step's third party licensors. Institution shall acquire no rights therein and will take no action that could be expected to adversely affect or impair Career Step's ownership of such materials and rights. Institution shall notify Career Step promptly of any infringement or suspected infringement of any such intellectual property rights.
5. **Marketing.** The Institution agrees to market Career Step programs in the following manner:
  - (a) Catalog – If the Institution produces a printed catalog, a minimum of one half (1/2) of a page will be dedicated to marketing Career Step programs catalog edition.

(b) Online – If the Institution produces an online catalog or has an online website, the Institution agrees to, at a minimum, provide a prominent description and create a direct link to the Career Step programs.

(c) Misc. Marketing – The Institution agrees to collaborate with Career Step in creating and executing a launch and ongoing marketing plan to promote the offered programs. Marketing plans may include but are not limited to: lead generation, online marketing, offline marketing, public relations and social media.

6. **Term and Termination.**

(a) Term. Unless terminated earlier in accordance with its terms, this Memorandum of Understanding shall be in effect for a period of two (2) years from the Effective Date, and shall be reviewed yearly.

(b) Termination. Either party may terminate this Agreement: (a) for convenience upon at least ninety (90) days prior written notice to the other party or (b) immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Upon termination, students then currently enrolled in a course will be permitted to complete the course for which they have registered and paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CAREER STEP, LLC**

**UNIVERSITY OF NORTH DAKOTA**

By: 

Date: 7-3-18  
Name: Glade Tidwell  
Title: Vice President Academic Partners  
Address: 2901 N Ashton Blvd, Suite 101  
Lehi, UT 84043

By: 

Date: 7/31/18  
Name: Lynette Krenelka  
Title: Director, Office of Extended Learning  
Address: 3264 Campus Rd, Stop 9021  
Grand Forks, ND 58202

By: 

Date: 8/9/18  
Name: Thomas M. DiLorenzo  
Title: Vice President for Academic Affairs  
and Provost  
Address: 264 Centennial Drive, Stop 8176  
Grand Forks, ND 58202