



Memorandum of Understanding

This Memorandum of Understanding (the "Agreement") is made on 9/25/2013 between the University of North Dakota, 3264 Campus Road, Stop 9021 (herein after "Institution"), and ProTrain, LLC, a North Carolina limited liability company, with its principal office at 2621 Bradford Grove Place, Raleigh, NC 27606 (hereinafter "The Company" or "Company").

Services to Institution: The Company shall provide online programs for educational courses/certificates/certifications, applicable course material, course instructors/mentors, student access/support, course hosting and marketing support to Institution to offer online training to its community. The Company will assign a Training Assessment Manager (TAM) for the Institution. Written notification in changes to personnel should be made by both parties in an expeditious manner.

- Should partner Institution deem appropriate, the Company would assist with market research, scheduling, supplying instructors and materials for delivery of classroom offerings.
- Should partner Institution deem appropriate, the Company would assist in the joint response to any RFP or Grant opportunities.

Services to the Company: The Institution will market selected online programs in a prominent location on its web site and in catalogs. Institution will provide administrative information to the Company using the Company provided Partner Data Worksheet (PDW). On the PDW the Institution can select all the online programs they wish to offer for enrollment. The Institution will identify a lead and alternate Point of Contact (POC). Written notification in changes to personnel should be made by both parties in an expeditious manner.

Pricing & Material Confidentiality: Online current pricing and cost to the Institution can be found in the attached **Exhibit A Online Turn-Key Price List**. Partner Institution will notify the Company if they wish to participate in the My Career Advancement Account (MyCAA) Military Spouse Program. All pricing for courses under the MyCAA Spouse Program are attached as **Exhibit B – Online MyCAA Price List**. The Company and the Institution agree that all internal pricing and course material information that qualify as confidential under the open records laws of the State of North Dakota will remain confidential and will not be disclosed outside this MOU arrangement.

In Classroom Pricing: The Company will, in coordination with the Institution, provide instructor lead course instruction at a competitive price. Typical in classroom courses demand a minimum of 6-8 students depending upon course, duration, textbook costs, instructor costs and cost to student. Maximums also depend upon the type of course; whether it is a seminar, hands on with a computer or a lecture only course. Typical maximum number of students for intense hands-on learning with exercises cap out at about 15 students, while more theory-based classes such as Project Management Exam Prep can go as high as 20-25 students. Factors such as classroom size, location, etc. will also play a part. If the same or similar classroom is used, then a definite price to student can be determined as this is when partner Institution and the Company can analyze like courses in service area, and make sure that a competitive price is being offered. Should a public schedule be made with dedicated classrooms and timeframes, a schedule can be easily developed based on a matrix of room availability with consistent dates and times. The Company is very adept in these tasks and has scheduled up to 12 classrooms for Day, Evening and Weekend classes for multiple locations for a period of six months at a time. It is all a logistical matter and is easily prepared with all of the known factors in place.

Price Changes: Prices are subject to change with 120 days written notice to the Institution.



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- Payment and Collection:** Institution will coordinate with the Company for who will collect tuition.
- Institution collects - The Institution collects the tuition and fees from students and pays the Company. The Company will invoice the Institution for its share of the revenue.
 - The Company collects - The Company collects the tuition and fees from students and pays the Institution. The Company can also offer an e-commerce process to speed and simplify tuition and fee payments.

Institution agrees to pay the Company on net 30 days basis for all invoiced registrations that occurred during the previous month that the Institution collects tuition. If at all possible, the method of payment should be by check versus credit card. This helps reduce additional admin fees to process a payment made by credit card that can result in a loss of up to 2-3% of invoice payment due to the Company. In an e-commerce business relationship, the Company will send a check to the Institution on a net 30 days basis from date of enrollment.

Course Changes: The Company will notify the Institution of any changes to their online course offerings (added/deleted). The Company will continue to offer "best of breed" courses and will continually work with content providers to offer the best/current learning content. Please be advised that upgrades and new versions periodically occur for most content. The Institution may offer all or any portion of the total online courses the Company offers. Should Institution house the Company course outlines on their own website or registration system other than ones that support the Company course content, the Institution is responsible for updating course outlines upon notification of course changes and receipt of new outlines from the TAM. The Company cannot be held responsible for outdated material housed by Institution means.

Refund Policy: The Company's refund policy for on-line courses is fair and consistent with all its Institutional education partners. Simply stated, a student has 3 days from the enrollment date to request a refund. However, if the on-line course material has been accessed, and the reference materials have been opened, the Company will be unable to get relief from various well-known publication distributors. The Company's Training Assessment Manager (TAM) will make sure that every student who enrolls for an on-line course has been briefed on this refund policy and signs a Registration Form that is kept on file in Salesforce. The refund policy is additionally stated on the Welcome Letter sent out on behalf of the Institution. Additionally, there are no extensions granted for courses. If a student does not complete their course by the end-date on their welcome letter, there will be additional fees for extended access. Extensions must be requested within thirty (30) days after the original end date of program. Extension request made past this date cannot be honored.

Should Institution education partner wish to provide any in classroom offerings with the Company, our refund policy on in classroom instruction is the following: Once a student participates in class past the 25% mark, there is no refund. Up to the 25% mark, a class can be prorated minus any/all materials distributed. This is a fair policy that allows the student to realize if they are in the wrong class for whatever reason. Certainly extreme cases will be evaluated on a case by case basis. Institution education partner will let the Company know 14 calendar days out if a class will cancel; otherwise the Institution will owe the Company 50% of the class revenues.

Registration Process:

- The Company will create an internal website: <http://UND.theknowledgebase.org> to track online student enrollments from the Institution. Through the customized and branded Institution website Institution administrators and students will have access to the Company's Registration System (PRS). This website (PRS) can be made private or public with the Institution's approval. The Company can support third party registration systems should the Institution require.
- The functionality allows Institution administrators with appropriate privileges the ability to log into the student management portal and generate their students' progress reports themselves for the vast amount of courses the Company offers from our content providers. In a select few cases, the content provider requests that the Company get progress reports on an individual basis. In this case, our TAM will pull that progress report from the content provider and give that report to partner or the student.
- Alternatively, students and Institution administrators could also request that a student progress report be generated for them by the Company's TAM and provided to them. The estimated turn-around for such request is normally twenty-four to forty-eight business hours or less.
- The Company TAM will answer any questions the Institution's potential student might have before registration.
- The Company will provide student enrollment / course access within 48 business hours or less in most cases. In each enrollment process, the Company will verify the method of payment/tuition assistance/ payment voucher prior to enrollment and Welcome Letter being sent to student.
- The Company TAM will brief the prospective student on the Refund Policy and have student acknowledge/sign the Registration Form attached at **Exhibit C- Registration Form**. Please note, this registration form will be customized to meet school requirements of additional needed data such as date of birth (DOB) and other such necessary items that need to be added or deleted. This form is crucial for the Company and Institution to have a signed acknowledgement and commitment from the student to avoid any potential future misunderstandings of policy. This form ensures that the Institution partner supports and that student fully understands and agrees to the policy of:
 - *The student/user did not access any portion of the online course **and** the student/user requests a refund, in writing via email within **three business days** from the date of the course setup (email notification sent). There will be no refunds for any online courses (or curricula) once **a course has been accessed in any manner**.*
 - *All shipped course materials (books, study guides, CDs, Self-Study Kits, Videos, etc.) are returned, unopened/unused at your own expense if you accept delivery of the package.*



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- *SOME courses do include Kindle Books with their course. There is no refund for Kindle books once the link has been sent to the student. All links are sent upon enrollment of the course.*
- The Company will provide Institution with program descriptions and marketing collateral to use in catalog and flyers. The Company has already designed several marketing flyers, brochures and ads for the Institution. These marketing materials provide a number of editable flyers and ads that can reduce marketing cost. The Company can provide the marketing material in the Institution PRS website at an Admin tab area so that authorized personnel can access these editable files, add contact info, update and publish.
- The Company TAM will work with Institution to assist with ways to help gain approval and market tuition assistance (TA) programs like the Workforce Investment Act (WIA) for unemployed, MyCAA for military spouses, various means of TA for military and corporate, as well as, Veterans benefits (VA), etc. for courses offered.
- For the MyCAA program, the Institution will be required to identify the POC who would act as the Master Universal Account Controller (UAC) for administrative coordination with the DoD AI Portal. The Institution can retain Master UAC rights or can delegate those administrative rights to the Company. Administrative rights the Master UAC has responsibility for include: getting approval for the Institution to be in the MyCAA program; adding courses to be offered into the AI Portal; keeping the UAC password updated in the AI Portal; billing DoD for courses approved for Military Spouses; and posting final course grades in the AI Portal when the spouse completes a course.

Remedies: In the event that either party does not perform any of its obligations under this Agreement properly or in a timely manner, the other party shall have any remedy available at law or equity.

Independent Contractor: The parties shall at all times be independent contractors and shall so represent themselves to all third parties. Nothing in this Agreement or the parties' performance hereunder shall be deemed to establish an employment relationship or joint venture or partnership relationship between the Institution and the Company or employees of the Company.

Terms of Non-Competition: The Institution understands and fully acknowledges that all of the Company's Employees have agreed that they shall not, during the term of their Employment Agreement and for a one year period subsequent to termination of their Employment Agreement regardless of the party that terminates, (i) compete with the Company in the rendering of adult continued educational courses (ii) shall not solicit any then current or former customer of the Company with respect to contracts and services of the same nature as those performed by the Company for such customer, or (iii) attempt to directly or indirectly disrupt, divert or interfere with any of the Company's business relationships with its current or former customers, or with any potential customer to whom the Company has submitted a proposal to perform services within the twelve month period preceding the termination of their Employment Agreement. Furthermore, during the term of the Employment Agreement and for the one year period following termination of the Employment Agreement, the Company Employee shall refrain from inducing, encouraging or supporting any employer or agent of the Company to terminate employment or their relationship with the Company or to violate or fail to honor any of the terms of such employee's employment relationship with the Company.



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Company and Institution both acknowledge that by the nature of this Agreement, confidential information will be shared between them, including but not limited to, the products, and all related materials and instructions, as well as information related to the content providers, that are the intellectual property and confidential business information of Company. In consideration of the nature of these shared confidences, Company and Institution agree that neither shall use nor attempt to use any of the confidential business information of the other without the express written consent of the other party. Institution further agrees not to use any content provider of the Company except pursuant to the terms of this Agreement, including any provisions for compensation. The obligations of these non-competition provisions shall last during the existence of this Agreement and shall survive termination, regardless of the reason for termination, for a period of 365 days after the termination end date of this Agreement. Nothing in this section shall prevent the Institution from hiring a Company employee who responds to an open employment listing issued to the general public. In the event of such a hiring, Company's only remedy shall be against the employee for violating any agreement he or she may have with the Company.

Company and Institution further agree that Company may be irreparably harmed by any breach of these provisions and that damages alone will be an inadequate remedy for any such breach and that Company shall be entitled to seek injunctive relief in addition to any other available remedies for a breach hereof.

Representations/Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Entire Agreement-Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

Term and Termination: This Agreement shall commence upon the Effective Date and shall remain in place unless terminated by either party upon sixty (60) days written notice of such intent delivered to the other party. Upon the termination of this Agreement, Institution shall immediately cease using any materials generated or produced by the Company. The termination of this Contract shall not affect any amounts owed by Institution to the Company or by the Company to Institution pursuant to this Agreement. The Company will continue to ensure all responsibilities to the students under active enrollment are fully supported through the entire learning period of the course to include technical support, progress reports, certificate upon completion and exam coordination (in part of that student's course package).

Termination for Non-appropriation: Continuation of this Agreement beyond June 30 of any odd-numbered year is contingent on continued legislative appropriation of funds for the purposes of this Agreement. If those appropriations are not forthcoming, the Institution will notify the Company as soon as possible and the Agreement will terminate on June 30 of that year. The Institution will not be penalized or incur any liability because of termination of the Agreement as provided above. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Ownership and License: The parties agree that all copyrightable material created by the Company and provided to Institution under this agreement shall be deemed a "work for hire" as defined by the Copyright Act, 17 U.S.C. § 101, and all copyrights thereto shall be owned by the Company.



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FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Institution hereby designates the Company as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Company to carry out the Program. The Company agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

In witness thereof, the parties hereto have executed this Agreement as of the day and year first written, as demonstrated by the signatures and date below.

[Institution Name]: University of North Dakota

By: Printed Name Joshua Riedy

Signature:



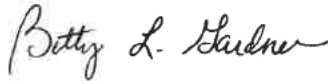
Title: Vice Provost and Chief Strategy Officer

Date: 10.31.13

[Company] ProTrain, LLC.

By: Betty L. Gardner

Signature:



Title: Chief Executive Officer

Date: October 3, 2013