QUESTIONER-IV: Anonymous  DATE ASKED: November 7, 2013  FORWARDED TO: Len Roberson  Dean, The Graduate School  Asst VP Academic Technology

QUESTION SYNOPSIS-IV: A set of anonymous questions as below about the Academic Partnerships International. The questions were embedded in the Service Agreement signed with Academic Partnerships, LLC and the University of North Florida Board of Trustees.

SERVICE AGREEMENT

This Service Agreement, including all Exhibits, Addenda or other documents referenced herein (collectively, this "Agreement"), is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company ("AP"), and the University of North Florida Board of Trustees, a public body corporate of the State of Florida and a constituent member of the State University System of Florida (the "University") as of August 6, 2013 (the "Effective Date"). AP and the University are sometimes referred to in this Agreement each as a "Party", and collectively as the "Parties."

Recitals

A. The University offers undergraduate, graduate, and post-graduate courses both (i) in traditional classroom settings ("Offline Educational Courses") and (ii) online ("Online Educational Courses").

B. AP provides services to universities who offer Online Educational Courses.

C. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide AP Resource Materials (defined herein) in connection with the University's (i) development, maintenance and marketing of the University's Online Educational Courses in the Programs (defined herein) and (ii) the conversion of Offline Educational Courses to Online Educational Courses in the Programs.

- Proposal to convert other programs to online….then what happens to faculty?
- What happens to their intellectual property of their courses? Of course, if you pay them to develop a course then the course belongs to UNF or Academic Partnership, is that not true?
• Are we being up-front and telling our faculty that if they take a fee to develop a course that it does not belong to them?
• What stops the University from hiring adjuncts to teach the course that the faculty member has developed using the faculty members course that they developed?

I. Definitions

Capitalized terms used in this Agreement shall have the meanings described below or elsewhere in the Agreement.

A. "AP Materials" means (i) AP Resource Materials, (ii) Developed Materials created by AP, and (iii) any documentation or other materials associated with the foregoing.

B. "AP Resource Materials" means the materials, resources and services of AP made available to the University when (i) developing Online Educational Courses for the Programs, (ii) marketing such Online Educational Courses for the Programs, (iii) converting the University's Offline Educational Courses to Online Educational Courses for the Programs, (iv) providing student retention support and (v) developing the best practices for online curriculum, instruction and assessment.

1. Has this contract given this company the right to handle all conversions of the University’s Educational Courses to Online Educational courses for the programs to online…seems to set this up…
2. Does this mean only those courses used in the Program…or does this mean any Educational Courses…..
3. What if program requires a course that is not Education then what????

C. "AP Revenue" means the product of multiplying the AP Revenue Percentage times the Revenue.

D. "AP Revenue Percentage" means the percentage of the Revenue listed in an Addendum. For the first Program, and to the extent one or more new Programs are added during the Term of this Agreement, the Parties will enter into an Addendum to this Agreement, the purpose of which will be to set forth the AP Revenue Percentage for such new Program. Any such Addendum shall be in the form of Exhibit A attached hereto.

E. "Curriculum Materials" means materials in the Programs (including, but not
limited to, instructional and assessment materials), the successful completion of
which results in a degree or other credentialing.

F. "Developed Materials" means any ideas, designs, development tools, know-how,
concepts or written materials developed by either Party as a result of this Agreement.

- Does this include any course material one might use?
- Does this include anything a faculty member might have an idea about but does nothing in writing about the idea?

G. "Faculty" means persons appointed by the University to teach.

H. "Intellectual Property" means any and all now known or hereafter existing
rights associated with (i) works of authorship, including exclusive rights,
copyrights, moral rights and mask works, (ii) trade secret rights, (iii) trademark
and trade name rights; (iv) patents, designs and other industrial property rights,
(v) other intellectual and proprietary rights of every kind and nature whether
arising by operation of law, by contract or license or otherwise and (vi) all
registrations, renewals, extensions, combinations, divisions, or reissues of any of
the foregoing.

1. How is this used? Intellectual Rights belong to the faculty, therefore how can the University do anything with it? Our University attorney believes that the University owns anything we do….this is not what is written in our contract.

I. "Program(s)" mean those programs of study listed in the Addendum.

J. "Revenue" means the tuition collected from Students for Online Educational
Courses in the Programs, including Revenue from all general, prerequisite or corequisite
Online Educational Courses; provided, however, that both Parties
acknowledge and agree that tuition charged is subject to the rules, regulations, and
in some cases the approval of the State University System of Florida's Board of
Governors.

K. "Student(s)" means an individual enrolled in one or more Online Educational
Courses in the Programs.
L. "University Materials" means the (i) Curriculum Materials, (ii) the University Resource Materials, (iii) the Developed Materials created by University, and (iv) any documentation or other materials associates with the foregoing.

- Are you saying that the curriculum material belongs to the University?

M. "University Resource Materials" means the materials, resources and services of University made available to AP as a result of this Agreement, including, but not limited to lectures, documentation and other materials created by the University and the Faculty.

- How can the university have any say about something that faculty owns—course material?
- Is this ownership because you forced faculty to take a course on developing an online course and had them sign their rights away?
- Is this because at least to my knowledge Education is offering "money" (course overload/stipend, etc.) to faulty to develop a course—therefore the course belongs to he university?
- What happened if a faculty member develops a course using no university services—money, computers, time?

II. AP Obligations

During the Term (defined herein) of this Agreement, AP shall have the following obligations:

A. Marketing. AP will:

(i) market the Programs and the University (including, but not limited to, employers and other organizations by means of AP's affiliate partnership representatives) using a variety of means, as determined by AP, including, but not limited to, digital marketing; provided, however, that all such marketing shall be subject to the prior review and prior written approval of University, such review and approval shall be conducted in accordance with Section III(A) or this Agreement;

(ii) comply with University's branding and style guidelines; and

(iii) provide competitive research regarding other universities offering similar Programs.

B. Program Development, Support and Implementation. AP's implementation team will work with the University to launch the University's Programs. AP's
implementation support services will include:

(i) an integration team that works with the University's personnel (specific to each degree/certificate);

Integration Team:
1. Who does the university think is personnel?
2. Does it include all of the faculty of the dept. involved?
3. Will the department selectively choose the faculty for the integration Team?
4. Who chooses the faculty for the integration team?

(ii) facilitation of Program planning sessions (faculty meetings, admission policies, course sequence and calendar);

1. Are these faculty meetings announced to all faculty or only those that were chosen to teach in the program?
2. Are the admission policy announced to the entire university faculty?
3. Are the admission policy announced to all faculty within the department involved?

(iii) facilitation of operational planning sessions with key University departments to review existing processes and recommend efficiencies;

1. What is this?

(iv) development of a "Program Guidelines" document;

(v) facilitation of cross-functional meetings to manage implementation processes; and

(vi) project management services, including development of a detailed project plan (the "Plan") to drive program implementation activities, and weekly reporting of project progress against the Plan.

1. Who receives the Program Guidelines, notification of cross-functional meetings, detailed project plan?
2. Will all faculty receive these?
3. Does it list the faculty teaching the courses and the student/student location who are taking the course...

C. Curriculum Support Services. AP will work with Faculty and the University with Program design, including but not limited to:

(i) assisting with Program / course blueprinting and course conversion;

(ii) assist University in structuring multiple start dates in a way that also
assures financial aid eligibility; and

(iii) introducing best practices for the delivery of an Online Educational Course.

1. What is this—the best practices for delivery?
2. Who decides what is the best practices for delivery?
3. How will all faculty know what has been decided?

D. Recruiting and Enrollment Specialist Representatives ("ESRs"). ESRs will serve as a primary point of contact for all prospective students for the Programs.

AP shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of any statement made or action taken by an ESR pursuant to this Agreement. The ESRs will help educate students about the University's Programs. AP's responsibilities include:

(i) staffing and equipping a call center for ESRs;

(ii) providing a team of ESRs to contact potential students once a lead is received;

(iii) providing a toll free number and website for prospective students;

(iv) recruiting in compliance with the academic standards of the University and regulatory requirements;

1. Does this mean that these students must have a certain level of GPA from a specified list of schools or
2. Does this mean that if someone has a BS from any school (one totally online, unaccredited by a crediting agency agreed upon by the university faculty, etc.) that they have met the academic standards?

and

(v) informing potential students of the Program characteristics and referring potential students to the University regarding financial aid and/or academic questions. In performing recruiting activities, ESR's shall use such marketing and promotional materials as are provided by or approved by the University in accordance with Section III and shall be
entitled to rely on the accuracy of any such materials.

1. AP shall be the entity that secures students for the program?
2. What material of UNF will be handed over to them?)

AP agrees that in the course of recruitment of Students for enrollment in Programs it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity engaged in any Student recruiting or admission activities, or any person directly supervising such person, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education, the Florida Department of Education, the Board of Governors of the State University System of Florida, the Board of Trustees of the University of North Florida, or the Southern Association of Colleges and Schools Commission on Colleges (SAC’s?) hereafter in effect, and all such activities will be carried out in accordance with the requirements and standards of all applicable state and federal education regulatory authorities. AP shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of AP's failure to meet any of its obligations under this section or the Agreement.

E. Application Support. In addition to recruiting, ESRs will:

(i) inform applicant of all University application requirements;
(ii) contact applicants regarding upcoming Program deadlines;
(iii) remind applicants to submit necessary paperwork (transcripts, etc.);
(iv) remind Students of the registration process, registration deadlines and payment deadlines once admitted to the University; and
(v) refer Students to appropriate University resources if there are further questions about the Program(s).

F. Student Support Services. ESRs will provide student support and retention services, including, but not limited to the following:

(i) following up with Students periodically to ensure satisfaction continuing through graduation;
(ii) referring Students to University resources if academic questions persist
   1. What does this mean exactly?
   2. If a student is unhappy with their grade they are referred to whom?
   3. There are statements within the UFF contract that grades cannot be changed by Administration. The student would have to grieve his grade through the Academic Appeals Process, whose make-up is in the UFF contract.
(iii) welcoming new Students and providing upcoming registration dates
and/or deadlines;

(iv) re-engaging inactive Students; and

(v) reminding Students of upcoming start dates, registration deadlines and payment deadlines.

G. Protection of Student Information. AP expressly agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act ("FERPA") (20 USC Section 1232; 34 CFR Part 99), Section 1002. I 2, Florida Statutes, and other applicable federal, state and local laws, rules and regulations and with the terms set forth below. FERPA provides that the officers, employees and agents of a party that receives education record information from University may use the information, but only for the purposes for which the disclosure was made. Covered data and information ("CDI") includes, but is not limited to, paper and electronic student education record information supplied by University, as well as any data provided by University's students to AP. AP acknowledges that the Agreement may allow AP access to CDI If AP accesses CDI, AP agrees to hold CDI in strict confidence. AP shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University.

1. Exactly where and what is this stipulation in writing by the university?
2. If none has occurred at this time, how does one know what the university agrees to in the future?
3. Will the future statements made by UNF be posted for faculty to see and review?
4. Will this posting be in an easily found section of UNF website?
5. Will all faculty receive notification of where to find these stipulations?
6. Exactly what is required by law?

AP agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Agreement, AP shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If AP destroys the information,
AP shall provide University with a certificate confirming the elate of destruction of the data. If University reasonably determines that AP has materially breached any of its obligations under this section of the Agreement, University, in its sole discretion, shall have the right to require AP to submit to a plan of monitoring and reporting; provide AP with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to AP describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that AP improperly disclosed personally identifiable information obtained from University's education records, University may not allow AP access to education records for at least five years. AP shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by AP. AP shall, within one day of discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University.

1. Will the faculty know of this breach?
2. Will it be publicly listed on a site that everyone is aware of?
3. Will the University inform the faculty?

AP's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what AP has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action AP has taken or shall take to prevent future similar unauthorized use or disclosure. AP shall provide such other information, including a written report, as reasonably requested by University. AP shall defend and hold University
harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of AP's failure to meet any of its obligations under this section of the Agreement.

III. University Obligations

University and AP expressly acknowledge and agree that nothing in this Agreement is intended to, and nothing in this Agreement actually does, impair the authority of University with respect to the academic attributes of the Programs, including, but not limited to, the admission of Students to the Programs, the delivery of the Programs, the evaluation of Student performance in the Programs, the decision to award course credit and academic credentials to Students, and the exercise of oversight of the Faculty.

During the Term of this Agreement, the University shall have the following obligations:

A. Marketing Deliverables.

(1) Marketing of the Programs shall begin upon the mutual written agreement of the parties in coordination with the "Effective Date of Program" listed in any applicable Addendum. Upon such initiation of marketing, University has a duty to expressly approve or disapprove marketing materials submitted to it by AP within 10 business days of receipt by University of the materials. If University does not respond to AP within the 10 business day period, AP may assume that the marketing materials are approved;

(2) University will deliver to AP its branding and style guidelines;

(3) University will allow AP to use the University web domain for marketing (i.e., http://online.universityname.edu or http://degree.universityname.edu) and host those subdomains for ease of maintenance and updates;

(4) University will reasonably assist AP in marketing the Programs to alumni of the University, and,

1. We are marketing this program to our graduates?
2. Are we not using our reputation in delivering in-house courses in order to develop on-line courses/programs, which may not be taught by our faculty?
3. Is this reputable?
(5) University will determine enrollment goals for the Programs, in consultation with AP.

B. Regulations, Approvals, Accreditations, and Licenses. The University will determine and attempt to obtain all necessary regulatory approvals and licenses for the Programs from all applicable state and federal education regulatory authorities; including, without limitation, any applicable approval from the State University System of Florida Board of Governors for the tuition to be charged for the Online Educational Courses of the Programs.

C. Financial Business Oversight. The University will oversee the financial management of the Programs.

D. Intellectual Property. The University will not remove, deface, or obscure any of AP's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices associated with the AP Materials.

E. Access to Data. The University will provide access to Student information data and online delivery data in order for AP to fulfill its obligations under this Agreement. Such data includes, but is not limited to, applicant, student, enrollment, course, section, grade and time-and-activity data.

F. Assessment. University and AP agree to meet no less frequently than annually to assess the success of the Programs, including review of the services provided hereunder.

G. Evaluation of Performance and Granting of Credentials. University will evaluate the performance of Students enrolled in the Programs in such manner as it shall deem appropriate, and shall grant the applicable course credit and credentials to those Students it has deemed, in the exercise of its sole discretion, to have met its standards for the award of such course credit and credentials.

H. Faculty. University will have and shall exercise overall academic supervision of all Faculty engaged in the Programs. University and AP acknowledge and agree
that the use of some Faculty to accomplish the activities contemplated by this Agreement may be controlled by a collective bargaining agreement (the "CBA") by and between University and United Faculty of Florida.

1. Only the use of ‘…..“some” Faculty to accomplish…” , therefore, does this not allow a master’s education program to be taught by adjuncts?
2. If so, then how reputable is this?

IV. License Grants by AP

A. AP Materials. During the Term of this Agreement, AP grants the University a limited, non-exclusive, worldwide license to use, distribute and modify the AP Materials for the specific and limited purpose of developing Programs.

B. Trademarks. During the Term of this Agreement, AP grants the University a limited, non-exclusive, Worldwide license to use such AP trademarks, as are designated in writing by AP, for the specific and limited purpose of marketing the Programs. Exhibit B lists the initial AP trademarks that may be used per this Section.

V. License Grants by the University

A. University Materials. During the Term of this Agreement, the University grants AP a limited, non-exclusive, worldwide license to use, distribute and modify the University Materials for the specific and limited purpose of developing Programs.

1. Does this include course material developed by faculty?
2. Is this why the university is offering those faculty a small amount of money to develop these courses? The university will subsequently own them and could farm them out to any adjunct they chose?

B. Trademarks. During the Term of this Agreement and in accordance with the terms of this Agreement, the University grants AP a limited, non-exclusive, worldwide license to such University trademarks, as designated in writing by the University, solely for the purpose of marketing the Programs. Exhibit C lists the initial University trademarks that may be used per this Section.

VI. Ownership

A. Ownership of AP Intellectual Property. AP retains all ownership and
Intellectual Property rights in the AP Materials.

1. What does this mean exactly?
2. Intellectual Rights are maintained by the faculty and cannot be given away by the university.
3. The only exception is if we pay the faculty to develop the course then the course will not belong to the faculty member.

B. Ownership of University Materials. The University retains all ownership and Intellectual Property rights in the University Materials.

1. What does this mean exactly?
2. Intellectual Rights are maintained by the faculty and cannot be given away by the university, unless the faculty has developed this course under a fee-based situation.
3. If the #2 is the situation these faculty are being paid to develop the course, is it being made plain that they will have forfeited any rights to the course?

C. Ownership of Developed Materials. Each Party shall promptly disclose to the other any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement. Any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such Intellectual Property, unless mutually agreed otherwise in writing.

1. Is this the reason that the University has had faculty signing off their rights to take the program to create an online course?

D. Assistance. Each Party agrees to work together to identify the owner of the Developed Material arising from or attributed to any work or activities undertaken as a result of this Agreement and to assist the other Party and/or its nominees in every reasonable way to document, secure, maintain and defend each Party's ownership in the Developed Materials and the Intellectual Property rights therein.

1. Since faculty owned the material (assuming they have not signed this right away and that the University has the right to ask this……) is the University stating that it will act on the behalf of the faculty member?
2. If the faculty member ceases to teach online, can they withdraw their work (class material)?

VII. Term

A. Term. The term of this Agreement commences on the Effective Date and ends on the firth (5th) anniversary of the Effective Date as outlined in the Addendums, unless
terminated under Section XII. The Agreement may be renewed for additional five (5) year periods upon the prior written agreement of the parties not less than 270 days before the expiration of the then current term. Upon the expiration or termination of this Agreement, the terms and conditions of this Agreement, and any existing Addendum, shall continue to apply for the sole purpose of permitting Students then enrolled in a Program to complete such Program.

VIII. Payment and Taxes

A. All Revenue. The University will collect all Revenue and will remit to AP the AP Revenue, which shall be due and payable to AP on the later of thirty (30) days of the start of any Online Educational Course in a Program or thirty (30) days from the date of collection of the Revenue from the Student.

B. Taxes. Each Party will be responsible for any and all taxes due on their portion of Revenues received.

C. Acknowledgement by the University. For each Student who AP secures the enrollment of during the Term of this Agreement, the University will continue to remit payments to AP per Section VIII A above for so long as the Student continues to take Online Educational Courses in the Program in which AP secured enrollment, even if beyond the termination date of this Agreement.

1. AP secures the students using the University student records and other means… …Is this correct?.
2. Quality of the students… what will be specifically?...
3. By what measure will this be determined?---their GPA? Their admission to a graduate program????
4. Exactly what will be used to determine the quality of the students?

IX. Indemnification

A. AP. AP will defend and indemnify the University against a claim that any AP Materials furnished by AP infringes a third party's copyright interest enforceable in the United States, provided that: (a) the University notifies AP in writing within 30 days of the claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance,
information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.

1. Exactly what are AP Materials furnished by them?
2. Would course material in the program will be considered AP Material? (Anything written under payment by our faculty?)
3. What if a faculty member writes the course material without any financial aid or “school” time being spent?

B. Exceptions. AP shall have no liability for any claim of copyright infringement described in paragraph A hereinabove resulting from: (a) modifications, upgrades or updates by University to the AP Materials; (b) any University Materials; and (c) any combination of the AP Materials with other materials by University that, but for such combination by University, the AP Material would not be infringing.

C. Remedies. In the event that some or all of the AP Materials is held or is believed by AP to infringe third party rights, AP shall have the option, at its expense to: (a) modify the AP Materials to be non-infringing

1. Is this saying that if a faculty member was in the program, had their course posted, claimed ownership of this material (was not paid to write the course and did not use any appreciable university time, etc.) and then ceased to teach the material, that AP could take the material modify it and say that it was no longer the individual?; or

(b) obtain a license from the third party to continue using that portion of the AP Materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then AP may require the University to return the infringing AP Materials and all rights thereto. Upon return of the infringing AP Materials to AP, the University may terminate this Agreement with 10 clays' written notice.

X. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

1. What is this?
2. What does it mean?
3. What is an example?)

XI. Warranties
A. Authority. Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.

B. Ownership by AP. AP warrants that it is the sole and exclusive owner of all AP Materials or has the license to use and sub-license the AP Materials, and that, to the best of its knowledge, the AP Materials do not infringe any third-party rights.

C. Ownership by the University. The University warrants that it is the sole and exclusive owner of all University Materials or has the license to use and sub-license the University Materials, and that, to the best of its knowledge, the University Materials do not infringe any third-party rights.

XII. Termination

A. Material Breach. If either Party materially breaches the terms of this Agreement and fails to correct the breach within 60 days after the non-breaching Party provides written notification, the non-breaching Party may terminate this Agreement.

B. University's Obligations. Upon expiration or termination of this Agreement, University shall cease all use of AP Materials and return any such material in its possession to AP.

C. AP's Obligations. Upon expiration or termination of this Agreement, AP shall cease all distribution of University Materials and return any such material in its possession to the University, provided that AP shall have the right to continue to use the University Materials for the sole purpose of permitting Students then enrolled in a Program to complete such Program.

D. State of Florida. Notwithstanding anything to the contrary herein or in any Addenda hereto, University's obligation to continue to participate in this Agreement is contingent upon receipt from the Legislature of the State of Florida of funds sufficient to continue the activities herein described. Upon reasonable determination that the University has not received sufficient funds for the Programs from the Florida Legislature, the University shall give written notice to
AP of its determination and may terminate this Agreement at the end of any fiscal year during the term of this Agreement.

E. Tuition. Notwithstanding anything to the contrary herein or in any Addenda hereto, University may terminate this Agreement or any Addendum hereto upon written notice to AP if any applicable approvals or review of the proposed tuition to be charged for the Online Educational Courses of the Programs cannot be, or in University's reasonable opinion are not likely to be, obtained from the appropriate parties, including, but not limited to, the State University System of Florida's Board of Governors.

XIII. General

A. Relationship Between the Parties. Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

B. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Florida law. The Parties irrevocably agree that the courts of Florida shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

C. Notice. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail to:

If to AP:

Academic Partnerships, LLC
Attention: Chief Financial Officer
600 North Pearl Street
Suite 900
Dallas, Texas 75201

With copy to:
Academic Partnerships, LLC
Attn: Legal Dept.
2200 Ross Ave., Suite 3800
Dallas, TX 75201
FAX No. 214-438-4133

If to the University:
University of North Florida
Attn: Vice President - Administration and Finance
I UNF Drive
Jacksonville, FL 32224

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

D. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

E. Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has accrued.
F. **Headings.** The headings appearing in this Agreement are inserted for convenience only, and will not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.

G. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

H. **Confidential Information.** Subject to the terms and conditions of this Agreement and the limitations of Florida's public records laws, including, but not limited to Chapter 119, Florida Statutes, and Article I, Section 24(a), of the Florida Constitution, each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party designated as "Confidential" or "Proprietary" ("Confidential Information"). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) **is furnished by the disclosing Party to others without restrictions on use and disclosure;** (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order, government agency or applicable state law to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

I. **Force Majeure.** Neither Party will be liable for delays or failure in its performance
hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party (an "Excusable Delay"). This Agreement may be terminated with written notice by either Party under this section should the Excusable Delay of the non-performing Party continue for more than 30 days.

**J. Entire Agreement.** This Agreement with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

**K. Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of: the permitted successors and assigns of each Party hereto. Neither party may assign, this Agreement or any of its rights hereunder without the prior written consent of the other Party, and any attempted assignment without such consent shall be void.

**M. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: III.C, VI, VHT, IX, X, XI, XII, and XJII.

**N. Compliance with Federal, State and Local Laws.** The Parties shall comply with all applicable federal, state and local laws in the conduct of the work supported by this Agreement. Neither Party nor any of its employees are or shall be deemed to be employees of the other Party for any purpose including, without limitation, application of the Fair Labor Standards Act minimum wage and overtime payment provisions, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local revenue or tax laws, state workers' compensation laws and state unemployment insurance laws. Each Party accepts full responsibility for payment of
all taxes including, without limitation, unemployment compensation insurance
premiums, all income tax deductions, Social Security deductions, and any and all
other taxes or payroll deductions required for all employees engaged by either Party
in the performance of the work supported by this Agreement. Each Party represents
and warrants that it is qualified to do business in the geographies in which it will
perform its obligations under this Agreement, and will obtain all necessary licenses
and permits, and satisfy any other legal, regulatory and administrative requirements,
necessary to its performance hereunder.

0. Workplace Environment. The Parties agree to comply with all applicable federal,
state, and local laws regarding smoke-free and drug-free workplaces.

P. Declaration Regarding Material Assistance/Non-Assistance. If applicable, the
Parties will provide certification attesting that they do not provide material
assistance to any organization on the U.S. Department of State exclusion list.

Q. Equal Opportunity Workplace. In performing this Agreement, the Parties shall
not discriminate against any employee, applicant for employment or other person on
the basis of sex, race, creed, age, color, national origin, religious belief, disability,
status as a disabled veteran, or veteran of the Vietnam era, and to comply with all
applicable laws, rules, regulations and policies prohibiting discrimination and sexual
harassment.

R. State of Florida. The University of North Florida is a constituent member of the
Florida state university system existing pursuant to Section 7, Article IX of the
Constitution of the State of Florida and is administered by The University of North
Florida Board of Trustees, a public body corporate, pursuant to said Section and
Section 1001.72, Florida Statutes. Nothing contained in the Agreement shall be
construed or interpreted as (1) denying to either party any remedy or defense
available to such party under the laws of the State of Florida; (2) the consent of the
State of Florida or its agencies and public bodies corporate to be sued; or (3) a
waiver of sovereign immunity of the State of Florida beyond the waiver provided in
Section 768.28, Florida Statutes.

[Signature Page Follow!]

ACADEMIC PARTNERSHIPS, LLC

Signature: Mfd

Name: Michael Briskey ____

Title: CFO ----------

Date: August 6, 2013 _____

UNIVERSITY OF NORTH FLORIDA

BOARD OF TRUSTEES

Signature: ____________

Name: _____________

Title: __________

Date: ___________

EXHIBIT A

FORM OF ADDENDUM

This Addendum ("Addendum") dated as of , is a supplement to that
certain Service Agreement ("Agreement") dated as of August 6, 2013 between Academic
Partnerships, LLC ("AP"), and the University of North Florida Board of Trustees (the
"University") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE:

2. EFFECTIVE DATE OF PROGRAM:

3. PROGRAMS AND/OR DEGREES:

4. AP REVENUE PERCENT AGE: % of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC UNIVERSITY OF NORTH FLORIDA

BOARD OF TRUSTEES

Signature: Signature: ____________

Name: Michael Briskey Name: _____________
EXHIBIT B

(APTrademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS, LLC
2. ACADEMIC PARTNERSHIPS
3. AP

81? "ll

EXHIBIT C

(University Trademarks)

1.

ADDENDUM

This Addendum ("Addendum") dated as of /J-1...., is a supplement to that certain Service Agreement ("Agreement") dated as of August 6, 2013 between Academic Partnerships, LLC ("AP"), and the University of North Florida Board of Trustees (the "University") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE: Brooks College of Health
2. EFFECTIVE DATE OF PROGRAM: May 2014
3. PROGRAMS AND/OR DEGREES: Master of Science in Nutrition and Dietetics
4. AP REVENUE PERCENTAGE: 50% of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC

Signature: AJ(f~

Name: Michael Briskey -------

Title: CFO

Date: 12--UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES
ADDENDUM

This Addendum ("Addendum") dated as of July 1, 2013, is a supplement to that certain Service Agreement ("Agreement") dated as of August 6, 2013 between Academic Partnerships, LLC ("AP"), and the University of North Florida Board of Trustees (the "University") and is fully incorporated therein.

1. NAME or PARTICIPATING SCHOOL OR COLLEGE: Brooks College of Health
2. EFFECTIVE DATE Or PROGRAM: May 2014
3. PROGRAMS AND/OR DEGREES: Doctor of Nursing Practice
4. AP REVENUE PERCENTAGE: 50% of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC

Signature: Michael Briskey
Name: Michael Briskey
Title: cro
Date:

UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

Signature: Sk
Name: Sk
Title: 7--/J.-OIJ
Date: 7--/J.-OIJ
This Addendum ("Addendum") dated as of December 5, 2013, is a supplement to that certain Service Agreement ("Agreement") dated as of August 6, 2013 between Academic Partnerships, LLC ("AP"), and the University of North Florida Board of Trustees (the "University") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE: Brooks College of Health

2. EFFECTIVE DATE OF PROGRAM: May 2014

3. PROGRAMS AND/OR DEGREES: Registered Nurse- Bachelor of Science in Nursing Bridge Track (including general education credits that are earned by the RN-BSN Student through Online Educational Courses at the University)

4. AP REVENUE PERCENTAGE: 50% of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC

Signature: Michael Briskey
Title: CFO
Date: 12/5/13

UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

Title:
Date:

ADDENDUM

This Addendum ("Addendum") dated as of December 5, 2013, is a supplement to that certain Service Agreement ("Agreement") dated as of August 6, 2013 between Academic Partnerships, LLC ("AP"), and the University of North Florida Board of Trustees (the "University") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE: College of Education and Human Services

2. EFFECTIVE DATE OF PROGRAM: May 2014

3. PROGRAMS AND/OR DEGREES: Master of Education in Special Education

4. AP REVENUE PERCENTAGE: 50% of the total Revenue.
ACADEMIC PARTNERSHIPS, LLC

Signature: ____________________________
Name: Michael Briskey
Title: CFO
Date: ____________________________

UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

Signature: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________