



# UGotClass

Online certificates and courses



## PARTNER AGREEMENT

THIS PARTNER AGREEMENT is entered into on this 12 day of March, 2020, by and between **LEARNING RESOURCES NETWORK, INC.**, a Kansas corporation with a mailing address of P.O. Box 9, River Falls, Wisconsin 54022 and an email address of info@lern.org ("LERN") and the Wheaton Park District.

Wheaton, IL 60187 with a mailing address of 102 E. Wesley St.  
and an email address of mwrobel@wheatonparks.org (the "Partner").

**WHEREAS**, LERN has developed UGotClass™, an online course platform designed to support asynchronous, teacher-led, noncredit online education; and

**WHEREAS**, the Partner desires to make UGotClass™ online courses available to its students; and

**WHEREAS**, subject to the terms of this Agreement, LERN is willing to make UGotClass™ online courses available,

**NOW, THEREFORE**, the parties agree as follows:

- Services Provided by LERN. During the term of this Agreement, LERN, at its sole expense, shall do the following:

- Provide the Partner with a listing of UGotClass™ course titles and content descriptions from which the Partner may select one or more to offer to students;

- Provide the Partner with a schedule containing the tuition and other fees, including amounts payable to LERN, associated with each course title;

- Be responsible for the online delivery of and provide qualified online instructors to teach the UGotClass™ courses selected by the Partner;

- Provide registered students with course materials not included in the online classroom;

- Provide certificates of completion to each student who satisfactorily completes a UGotClass™ course; and

- Submit invoices to the Partner on a monthly basis for an amount equal to the appropriate percentage of the registration/tuition fees collected by the Partner during the preceding month for UGotClass™ courses selected by the Partner. LERN Member organizations will receive 50% of the revenue. Non-member organizations will receive 40% of the revenue.

- Services Provided by the Partner. During the term of this Agreement, the Partner, at its sole expense, shall do the following:

- Be responsible for marketing the availability of the UGotClass™ courses selected by the Partner;

- Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;

- Collect all registration/tuition and other fees from students enrolled in UGotClass™ courses selected by the Partner;

- Notify LERN of the names and email addresses of all registered students, subject to modification on the basis of the drop/add system utilized by the Partner; and

- Pay all LERN invoices within thirty (30) days following receipt thereof either by check or by ACH or wire transfer. LERN does not accept credit or debit cards, PayPal or similar electronic third party platforms for payments due hereunder.

- Term. The term of this Agreement commences on the date hereof and will remain in effect unless and until terminated by either party by providing the other party with written notice of termination not less than thirty (30) days prior to the proposed termination date. In such event, the Partner shall pay all outstanding LERN invoices and make a final payment to LERN of any registration/tuition fees collected by the Partner not yet invoiced by LERN. Notwithstanding the foregoing, if, on the proposed termination date, a UGotClass™ course has not been completed, LERN shall complete the course and the Partner shall not interfere with the completion thereof.

- Intellectual Property. To the extent not in the public domain or the property of others, as between LERN and the Partner, LERN shall be the sole owner of all right, title, and interest in and to all UGotClass™ course materials, including syllabae, agendas, lesson plans, and other instructor-prepared materials and LERN reserves all rights thereto. LERN reserves all rights in the UGotClass™ trademark and all goodwill connected thereto. The Partner shall never dispute LERN's ownership of the UGotClass™ trademark.

- Relationship of Parties. The relationship between LERN and the Partner is that of independent contractor. Except as specifically provided herein, neither party shall have the authority to create any obligations on behalf of or otherwise bind the other.

- Confidentiality. LERN shall be considered a school official, as such term is defined under the Family Educational Rights and Privacy Act of 1974, as amended. As such, LERN may have access to the educational records and personally identifiable information about students registered/enrolled in UGotClass™ courses. LERN shall treat all such information as confidential, use the same only in connection with the course or courses taken by such students, and not disclose any such information to third parties except as may be required by law. Notwithstanding the foregoing, LERN shall be entitled to generate and use statistical information about UGotClass™ course enrollment and student profiles for any purpose provided such information does not include any personally identifiable information about students or the Partner.

- Indemnification. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable counsel fees) incurred by a party arising out of the negligence, intentional wrongful acts, or breach of this Agreement by the other party. This indemnification obligation shall survive the termination of this Agreement.

- Miscellaneous.

- Assignment. Neither party may assign this Agreement without the written consent of the other party.

- This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

- This Agreement may be amended only in a writing executed by LERN and the Partner.

- This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its rules concerning conflict of laws.

- Any disputes arising between the parties that cannot be resolved by the parties shall be resolved by litigation initiated and maintained in the state courts located in Pierce County, Wisconsin or the United States District Court for the Western District of Wisconsin.

- If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary for it to be valid and enforceable and all other provisions shall remain in full force and effect.

- Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent, prepaid, by recognized overnight courier such as Federal Express or Express Mail or by email (with written electronic receipt of successful transmission) to the mailing or email addresses in the preamble of this Agreement and shall be deemed to be effective upon receipt.

**IN WITNESS WHEREOF**, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

LEARNING RESOURCES NETWORK, INC.

By: Wm A Draves

Name: President William A. Draves

Title: CEO

Duly Authorized

Wheaton Park District

By: [Signature]

Name: Michael J. Bernard

Title: Executive Director, Wheaton Park District

Duly Authorized