

Education To Go | A Division of Cengage Learning
AGREEMENT TO OFFER ONLINE COURSES

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into between Education To Go, PO Box 760, Temecula, California, 92593-0760 and Georgia College & State University, Campus Box 040, Milledgeville, GA 3106 (Partner).

RECITALS:

WHEREAS, Education To Go develops, designs, produces, and distributes online educational courses and content for Web-based Training (WBT) and instruction delivered via the Internet; and

WHEREAS, Partner is an academic, educational, or other training institution, business, or community organization interested in offering WBT courses produced by Education To Go for Partner's students, trainees, members, or employees (collectively "students" hereafter);

WHEREAS, Partner desires to offer online educational courses developed by Education To Go;

NOW, THEREFORE, Partner and Contractor agree as follows:

- 1. Term and Termination.** This Agreement shall commence as of the date of signature below by Partner and continue until terminated by either party. Agreements must be returned to Education To Go no later than six weeks prior to the desired launch date of the program. Either party may terminate this agreement by written notice to the other party at least thirty (30) days prior to the date of actual termination, except that the rights and obligations under Paragraph 3, below, shall survive termination.
- 2. Account Setup.** Each Partner's online account is established by Education To Go and reviewed by the Partner for final approval.
- 3. Payment and Price.** Partner shall pay Education To Go for each paid student enrollment, upon Education To Go's submission of the following: (a) a dated invoice showing the total amount due for each online course (calculated on a per student basis for each student enrolled in the online course); and (b) a roster verifying the names of students receiving online course instruction. Partner shall make payment to Education To Go at PO Box 36716, Chicago, IL 60694-6716, on NET 30 terms from invoice date. Dated invoices are first submitted after the completion of approximately 50 percent of online course instruction, which normally occurs within three weeks of commencement.

Current online course prices are published in Education To Go's Online catalog. Education To Go's catalog is updated periodically as new online courses are announced and added to Education To Go's offerings.
- 4. Waiver of Education To Go's Fee.** Education To Go agrees to waive or reimburse its fee for any student who drops Education To Go's online course after enrollment, but before completion, and explains in writing his or her dissatisfaction with the course. The student dropping Education To Go's online course shall do so in conformity with Partner's stated add/drop and refund policies. Failure of the student to drop Education To Go's online course in conformity with these policies shall nullify Education To Go's waiver of its fee as set forth in this paragraph. Partner agrees to provide Education To Go with a copy of its stated add/drop and refund policies. The parties agree that Education To Go may at its discretion append a copy of said policies to the online course materials in a place and in a manner that Education To Go deems appropriate. In no event shall a student, either directly or through Partner, be entitled to drop Education To Go's online course and thereby claim a refund after Education To Go certifies or provides proof of the student's successful completion of the online course.
- 5. Program Eligibility.** Partner accounts will undergo an annual review by Education To Go support staff to verify program eligibility. Account termination can occur if Education To Go determines that: Partner is not devoting a sufficient amount of catalog space to Education To Go courses; Partner is not offering a sufficient number of Education To Go course titles (as specified in the Marketing Agreement); or Partner is not adequately supporting the Education To Go online program.
- 6. Cancellation.** In the event Education To Go cancels any online course chosen by Partner, students in said course will be rescheduled for the next available period, unless Partner elects to decline such rescheduling and so notifies Education To Go. Partner acknowledges that each online course is taught by an instructor who has been engaged for this purpose by Education To Go. Education To Go expressly reserves the right to cancel, without prejudice, any online course if the instructor is unable to perform his or her duties and if, in the event of such disability, a suitable replacement cannot be found. The exercise of this cancellation right is conditioned upon Education To Go's making a full refund to Partner, within 30 days of cancellation, for any fee already paid for the canceled course.
- 7. Costs.** Education To Go shall be responsible for the costs incurred for producing and delivering the online courses via the Internet. The student shall be responsible for any costs incurred for the purpose of receiving any online courses, including, but not limited to, the costs for hardware, software, Internet access, and telephone charges.
- 8. Limits of Liability.** The liability of Education To Go for any breach of this Agreement or other cause of action arising from the services rendered or agreed to be rendered under this Agreement, including but not limited to damages for

cancellation of an online course, the course content, the failure to deliver courses, or the interruption of courses, shall be limited to a refund of any fee paid by Partner to Education To Go for said courses. Education To Go shall not be liable for the tuition or fees that Partner has collected from or refunded to the student beyond the amount set forth in Education To Go's online-course catalog.

9. **Status of Contractor and Relationship of the Parties.** While performing services hereunder, Education To Go is an independent contractor and not an officer, agent, or employee of Partner. Nothing herein shall be construed as creating an employer-employee, principal-agent, Partnerships, or joint venture relationship between the parties.
10. **Proprietary Rights.** Education To Go shall retain all title, copyright, trade secrets, patents, trademarks and other proprietary rights in the online material and all modifications, enhancements, and other works derivative of the online material. Partner does not acquire any rights, express or implied, in the online material, other than those specified in this Agreement.
11. **Nondisclosure.** By virtue of this Agreement, the parties may have access to information that is confidential to one another. Confidential Information shall be limited to the online course material, the terms and pricing under this Agreement, and all information clearly identified (whether orally or in writing) as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

12. **Partner Trademarks.** Partner agrees that, during the term of this Agreement, Education To Go may include Partner in Education To Go's Partner listings and may place Partner's name and logo, if requested, on the Online Instruction Center Web site and in collateral marketing materials relating to Education To Go's products and services. The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a Partnership venture or relationship between the parties that imposes on them the legal duties or obligations of Partners. Partner hereby grants Education To Go a right to use Partner's trademarks (name and logo only) designated by Partner for such uses, subject to Partner's trademark/logo usage guidelines, if any, provided by Partner to Education To Go.

13. **Assignment.** This Agreement shall be binding upon the heir executors, administrators and assigns of Partner/Client and upon the successors and assigns of Education To Go, but no assignment by either party shall be binding on either of the parties without the written consent of the other; provided however, that Education To Go may assign this Agreement without the written consent of Partner/Client to (i) an affiliate parent or subsidiary of Education To Go or to any party acquiring a controlling share of the capital stock of Education To Go, or (ii) a successor to all or a substantial portion of the business of Education To Go (by way of a sale of assets or by merger, consolidation or otherwise).

14. ~~Law Applicable.~~ ~~This Agreement shall be interpreted according to the laws of the State of California.~~

15. **Arbitration.** All disputes arising from this Agreement shall be submitted to binding private arbitration ~~in Los Angeles, California,~~ in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties shall have the right to seek injunctive relief from a court of competent jurisdiction and to conduct discovery relating to any dispute herein.

16. **General Provisions.** This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement and contains all covenants and agreements between the parties with respect thereto. Each party acknowledges that no representations; inducements; promises; or agreements, oral or otherwise, have been made by any party, or by anyone acting on the behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding.

Note: Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date written below by and on behalf of Contractor and Partner by the authorized agent thereof.

Contractor: Education To Go, A Division of Cengage Learning, Inc. - EIN #59-2124491

Date: October 10, 2007

(Note: If contract not returned within 90 days, please request a new contract)

Partner: Georgia College & State University

Signature: 

Name: R. Artis Williamson

Title: Director of CE

Date: 10/10/07

Partner: Georgia College & State University

M. H. Pelton

Mark H. Pelton
Associate Vice President of Extended University

10/11/07

Date

Approved as to form;
by *Q. Sibley*
Director of Legal Affairs

Quintus Sibley
Director of Legal Affairs

10/25/07

Date

P. Shields

Pete Shields
Vice President of Business & Finance

8-28-07

Date

Contractor: Education to Go, A Division of Cengage Learning, Inc.

Signature

MARKETING AGREEMENT

THIS MARKETING AGREEMENT (Agreement) is entered into between Education To Go, PO Box 760, Temecula, California, 92593-0760 and Georgia College & State University, Campus Box 040, Milledgeville, GA 31061 (Partner).

NOW, THEREFORE, Partner and Contractor agree as follows:

- 1. Online Instruction Center (OIC).** Each Partner's online account is established by Education To Go and reviewed by Partner for final approval. The Partner's OIC should contain a minimum of 75% of the available course titles offered by Education To Go.
- 2. Partner's Print Catalog.** The Partner's print catalog is the primary promotion and sales tool for creating enrollments. Partner agrees to offer and promote OIC courses to the public through a print catalog and agrees to offer OIC courses for a minimum of 8 months (sections) each year. Partner also agrees to reference all Education To Go courses as "Instructor-facilitated online courses" within the print catalog, and in the table of contents or on the front cover.

A Partner should dedicate a minimum of 10-20% of its print catalog to Education To Go online courses. Each Education To Go course listed in Partner's print catalog should include, at a minimum, the title of the course and a "spacesaver" description of the course provided at the OAC. Partner agrees to mail Education To Go, at the address above, one copy of every print catalog produced by Partner during the term of this agreement, including the print catalog in use on the date this agreement is executed.
- 3. Advertising.** Education To Go hereby grants Partner permission to use Education To Go's name and qualifications; its course descriptions; and the names, likenesses, and biographies of its instructors when advertising or promoting the online courses. Online courses developed by any entity other than Education To Go should not be included on any page that contains a reference to Education To Go, its instructors, or any of its online courses unless a specific description of instructor-facilitated accompanies the Education To Go reference. An ed2go Account Manager should be provided the opportunity to review and approve content dedicated to Education To Go and produced by Partner before the catalog goes to print.

Note: Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date written below by and on behalf of Contractor and Partner by the authorized agent thereof.

Contractor: Education To Go, A Division of Cengage Learning, Inc.- EIN #59-2124491

Date: October 10, 2007

(Note: If contract not returned within 90 days, please request a new contract)

Partner: Georgia College & State University

Signature: 

Name: R. Artis Williamson

Title: Director of CE

Date: 10/10/07

Partner: Georgia College & State University

Mark H. Pelton

Mark H. Pelton
Associate Vice President of Extended University

10/11/07

Date

Approved as to form;
by Quintus Sibley
Director of Legal Affairs

Quintus Sibley
Director of Legal Affairs

10/25/07

Date

Pete Shields

Pete Shields
Vice President of Business & Finance

10/25/07

Date

Contractor: Education to Go, A Division of Cengage Learning, Inc.



Signature

Education To Go | A Division of Cengage Learning
CAREER CERTIFICATE PROGRAM AGREEMENT

THIS CAREER CERTIFICATE PROGRAM AGREEMENT (Agreement) is entered into between Education To Go, PO Box 7 Temecula, California, 92593-0760 and Georgia College & State University, Campus Box 040, Milledgeville, GA 31061 (Partner).

NOW, THEREFORE, Partner and Contractor agree as follows:

1. Open Entry Enrollment Verification:

Career Certificate programs are *open entry* courses, allowing students to enroll and begin their coursework at any time during the month. This requires prompt verification of paid students (enrollees). Partner agrees to verify paid enrollees within two business days upon receipt of payment.

2. Pricing:

Education To Go will establish a minimum retail price. Partner agrees to charge enrollees a retail price equal to or greater than the minimum retail price set by Education To Go. Current online course prices are published in Education To Go's Online catalog.

3. Payment:

For each verified enrollee, Partner shall pay Education To Go 80% of the retail price paid by enrollee.

4. Additional Fees:

Enrollees will incur an additional service charge when requesting the following services. These prices are subject to change.

Additional Transcript - \$10
Study Time Extension - \$75
Replacement Textbook - Cost plus 15%
Replacement Course - \$165
Rush Shipment UPS Ground - \$10
Rush Shipment UPS 2nd Day - \$19.95

5. Refund Policy:

If an enrollee decides to cancel his or her enrollment within 30 days of the date you receive payment from the enrollee, 100% of the enrollment fees will be refunded (shipping and cost of courseware sent will be deducted) with no questions asked. There will be no refunds after 30 days.

Education To Go reserves the right to enforce this policy, however, we will attempt to honor the partner's refund policy if it is determined that there is a conflict between our policy and the partner's policy or if the partner can demonstrate that the enrollee has received materials that are defective or don't meet their expectations.

6. Extension Policy:

Each Career Certificate program has a specific allowable study time, as specified below, for enrollees to satisfactorily complete the program.

Standard Program Completion Times:

Home Inspection 12 months
Medical Coding and Billing 15 months
Medical Office Assistant 15 months
Medical Transcriptionist..... 15 months
PC Repair 12 months
Accounting 12 months
Bookkeeper 15 months
Veterinary Assistant 15 months

If an enrollee is unable to complete his or her studies within the allowable time, the enrollee may request a six-month extension for a fee of \$75, which will be paid directly to, and retained by, the course provider.

7. Certificate of Completion:

Partners will be notified when a student successfully completes his or her program requirements. At that time, it is the Partners' responsibility to provide the student with a Certificate of Completion for his or her particular Career Certificate program.

Note: Any modification shall be effective only if it is in writing, and signed by the party to be charged, in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date written below by and on behalf of Contractor and Partner by the authorized agent thereof.

Contractor: Education To Go, A Division of Cengage Learning, Inc.- EIN #59-2124491

Date: October 10, 2007

(Note: If contract not returned within 90 days, please request a new contract)

Partner: **Georgia College & State University**

Signature: _____

Name: R. Artis Williamson

Title: Director of CE

Date: 10/10/07

Partner: Georgia College & State University

M. H. Pelton

Mark H. Pelton
Associate Vice President of Extended University

10/11/07

Date

Approved as to form;
by *Quintus Sibley*

Director of Legal Affairs

Quintus Sibley
Director of Legal Affairs

10/25/07

Date

Pete Shields

Pete Shields
Vice President of Business & Finance

10-28-07

Date

Contractor: Education to Go, A Division of Cengage Learning, Inc.

Signature

Education To Go | A Division of Cengage Learning
Online Enrollment & Payment Services Agreement

A. Customer and Service Information

1. Customer Information:

Institution: Georgia College & State University

Contact: Artis Williamson

Address: Campus Box 040

City: Milledgeville State: GA Zip Code: 31061

Phone: (478) 445-5277 Fax: _____ E-mail: artis.williamson@gcsu.edu

Make Remittance Payable to: _____

2. Service Information:

Online enrollment and Payment Service

\$2.25/enrollment

The charge above covers the cost of bank processing fees and other services related to credit card processing and paid by Education To Go. Invoiced monthly.

3. Service Selection:

Online Enrollment and Payment Service

Yes

No

Education To Go

P.O. Box 760, Temecula, CA 92593-0760
Voice: 800.701.8755 • Fax: 951.719.3333

Education To Go | A Division of Cengage Learning
Online Enrollment & Payment Services Agreement

B. RECITALS

THIS Online Enrollment & Payment Services Agreement (hereinafter, "Agreement") is entered into, by and between Education To Go, a division of Cengage Learning (hereinafter, "ETG") and the customer referenced in section A (hereinafter, "Customer").

WHEREAS, ETG is a company located in the State of California which in part provides online learning services to Customer's students (hereinafter, "Enrollees") on behalf of Customer,

WHEREAS, ETG has developed or is in the process of developing online enrollment and payment services which are used to collect enrollment payments from Enrollees on behalf of Customer,

WHEREAS, Customer is an organization described in Section A, which desires online enrollment and payment services,

NOW, THEREFORE, the parties agree as follows:

C. SERVICES AGREEMENT

1. Payments.

A: In consideration of the use and additional accommodations granted herein, Customer agrees to pay the sum indicated in Section A, Subsection 2 for each enrollment payment received from an Enrollee.

B: On a monthly basis, ETG will remit to Customer all gross enrollment fees collected from Enrollees on Customer's behalf.

C: If ETG and Customer agree to honor a refund request from an Enrollee, ETG will credit the account of Enrollee for the amount of the refund. In the event that Customer was billed for any amount that was refunded to an Enrollee, ETG will issue a credit memo to Customer. In the event that Customer has received enrollment fees which were later refunded by ETG on Customer's behalf, Customer agrees to return the refunded enrollment fees to ETG upon ETG's written request.

2. Limitation of Liability. ETG is not responsible whatsoever under this Agreement for problems that may arise due to Internet service limitations or interruptions of service that are outside the control of ETG including, for example, power failures; communication failures; bandwidth congestion; service interruptions; unauthorized access; failures caused by viruses, worms, or other malevolent code or individuals; unauthorized access; or acts of God.

D. MISCELLANEOUS TERMS

1. Amendments. This Agreement shall not be modified or altered except in writing and with the signature of Customer and an authorized representative of ETG.

2. Applicable Law. ~~The laws of the State of California shall govern this agreement.~~

3. Notices. Any notices given under this Agreement shall be in writing and shall be deemed given when:

- (a) Delivered in person,
- (b) Transmitted by facsimile (with written confirmation of successful transmission), or
- (c) Five (5) days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to ETG:
Education To Go
PO Box 760
Temecula, CA 92593-0760

If to Customer:
Address indicated in section A, subsection 1.

4. Dispute Resolution. If any dispute arises under this agreement and attempts to resolve the dispute for twenty (20) days subsequent to notification of the dispute by one party to the other are unsuccessful, the parties shall resolve the dispute by binding arbitration by a single arbitrator ~~in the State of California~~ under the rules of the American Arbitration Association. The award of the arbitrator shall be enforceable under any court having jurisdiction hereof. The fees associated with the arbitration shall be borne equally by the parties.

5. Severability. If any term or provision of this agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this agreement that provides for a limitation of liability or limited warranty is intended by the parties to be severable and independent of any other provision and to be enforced as such.

6. Breach. No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

The parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party of whom he or she represents.

In Witness Whereof, Georgia College & State University has entered into this Agreement as of date set forth below

R. Artis Williams, Director of CE
Representative Name/Title (printed)

[Signature]
Representative Signature

Date

Partner: Georgia College & State University

M. H. Pelton

Mark H. Pelton
Associate Vice President of Extended University

10/11/07

Date

Approved as to form;
by Q. Sibley
Director of Legal Affairs

Quintus Sibley
Director of Legal Affairs

10/25/07

Date

Pete Shields

Pete Shields
Vice President of Business & Finance

10-28-07

Date

Contractor: Education to Go, A Division of Cengage Learning, Inc.

Signature