

**CONTRACT TRACER PROGRAM (CTP) PARTNER AGREEMENT**

THIS **CONTRACT TRACER PROGRAM (CTP) PARTNER AGREEMENT** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, 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

(Your Organization) \_\_\_\_\_ (the “CTP Partner”) with a mailing address of \_\_\_\_\_

\_\_\_\_\_ and an email address of \_\_\_\_\_

**WHEREAS**, LERN has developed a Contact Tracing Training Program, an online course that is asynchronous, teacher-led, noncredit online education with several offerings a year; and

**WHEREAS**, the CTP Partner desires to make the LERN Contact Tracing program available to its community and audiences; and

**WHEREAS**, subject to the terms of this Agreement, LERN is willing to make the Contact Tracing Program available,

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

Party Responsibilities for Registration and Revenue Share.

The CTP Partner shall receive 40% of the revenue, whether the CTP Partner takes the registrations (optimal for registrations and income) or LERN takes the registrations.

In either case, CTP Partnering with LERN to offer and promote this Contact Tracing program is available only to LERN Members. If the CTP Partner’s membership in LERN expires and is not renewed within 90 days of expiration, this Agreement is voided and LERN will not accept the CTP Partner’s registrations for this Contact Tracing Training Program until and unless the CTP Partner’s LERN membership is renewed.

The CTP Partner may choose to switch registration responsibilities at any time. At this time, the CTP Partner should check which party will initially register the students:

\_\_\_ CTP Partner takes registrations.

\_\_\_ LERN takes registrations.

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

- A1. Provide the CTP Partner with the course title and description for the CTP Partner to market and promote the program;
- A2. Provide the CTP Partner with a schedule containing the student tuition and other fees (if any) associated with the Contact Training program;
- A3. Be responsible for the online delivery of and provide qualified online instructors to teach the Contact Tracing program online;
- A4. Provide a certificate of completion to each student who satisfactorily completes the program;
- A5. Submit invoices and/or statements to the CTP Partner on a monthly basis for an amount equal to the appropriate percentage of the revenue share due to the CTP Partner for registration/tuition fees during the preceding month for the program.

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

- Be responsible for marketing the availability of the Contact Tracing Training Program.

C.For CTP Partners Taking Registrations. The CTP Partner agrees to:

- C1. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;
- C2. Collect all registration/tuition and other fees from students enrolled;
- C3. 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 CTP Partner; and
- C4. Pay all LERN invoices within thirty (30) days following receipt thereof.

D.For CTP Partners Choosing LERN to Take Registrations. LERN agrees to:

- D1. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;
- D2. Remit to the CTP Partner the appropriate percentage of the registration/tuition fees collected by LERN during the preceding month for the program.

E.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 CTP Partner shall pay all outstanding LERN invoices and make a final payment to LERN of any registration/tuition fees collected by the CTP Partner not yet invoiced by LERN. Notwithstanding the foregoing, if, on the proposed termination date, a course has not been completed, LERN shall complete the course and the CTP Partner shall not interfere with the completion thereof.

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

G.Relationship of Parties. The relationship between LERN and the CTP 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.

H.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 the program. 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 course enrollment and student profiles for any purpose provided such information does not include any personally identifiable information about students or the CTP Partner.

I.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.

J.Miscellaneous.

J1.Assignment. Neither party may assign this Agreement without the written consent of the other party.

J2.This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

J3.This Agreement may be amended only in a writing executed by LERN and the CTP Partner.

J4.This Agreement shall be governed by the laws of the state or province of the CTP Partner; otherwise the Agreement shall be governed by the laws of the State of Wisconsin, without regard to its rules concerning conflict of laws.

J5.Any disputes arising between the parties that cannot be resolved by the parties shall be resolved by litigation initiated and maintained in the courts located in \_\_\_\_\_.  
Otherwise, disputes shall be resolved by litigation initiated and maintained in the courts located in Pierce County, Wisconsin or the United States District Court for the Western District of Wisconsin.

J6.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.

J7.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.

Duly Authorized

By (signature) : \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CTP Partner Organization

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_