

SERVICES AGREEMENT

This agreement ("Agreement") is made as of February 3, 2008 ("Effective Date") by and between AcademicIntegritySeminar.com, LLC ("Provider") a corporation with its principal place of business at 13211 Willow Point Drive, Fredericksburg, VA 22408 and <insert university name> (the "University"), a state assisted institution of higher education located at <insert university address>.

RECITALS

- A. The University wishes to utilize Provider's online academic integrity seminar for its students.
- B. The parties understand the confidentiality of the Confidential Information (defined below) and that the Confidential Information should not be disclosed to any third-parties.

NOW THEREFORE, the parties, intending to be legally bound by this Agreement, agree as follows:

TERMS

1. DUTIES OF THE PROVIDER.

A. Access. Provider shall provide online access to designated University students to Provider's online academic integrity seminar (the "Seminar") and Provider shall evaluate responses provided by the designated students. Course content to the Seminar may vary with each individual student, but will generally be drawn from published materials at Provider's internet site.

B. Restriction of Use. Any personally identifiable information about the University's students, including, without limitation, the student's name and evaluation, shall be considered subject to the Family Educational Rights and Privacy Act and shall be defined as "Confidential Information". Provider agrees to hold the Confidential Information in strict confidence. Provider shall not use or disclose Confidential Information received from or on behalf of the University except as permitted or required by this Agreement or by law or as otherwise agreed to in writing by the University. Confidential Information will be shared only with designated associates of the provider who acknowledge and agree to keep confidential the Confidential information, the originating student, and with a designated University official.

Students may be assigned to Provider's seminar for reasons other than a disciplinary infraction. No student will be presumed to have any disciplinary record. Provider will not seek or be granted access to any student disciplinary records or other records protected by law. Provider agrees that it will protect any Confidential Information it receives according to reasonable professional standards and no less rigorously that it protects its own Confidential Information.

2. PAYMENT. The University shall compensate pay the Provider the sum of \$100.00 per completed evaluation. Provider shall submit an itemized semi-annual invoice for the completed evaluations, but such invoices shall not contain any Confidential Information. All invoices shall be paid net 30 days

3. PROVIDER REPRESENTATIONS.

A. Provider is not subject to any restrictive obligations, including contractual obligations or judicial restraints (e.g., non-compete provisions or restraining orders) that would prevent Provider from providing or impair Provider's ability to provide the services required under this Agreement.

B. Provider is properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over him and the services required under this Agreement.

C. Provider represents and warrants that none of its services infringe on the intellectual property rights of any third-party. Without limiting the breadth of the foregoing, Provider represents and warrants that it owns or has the right to use all course content. If a third party claims that any aspect of the services provided by Provider infringes a U.S. copyright or an issued U.S. patent or incorporates any misappropriated trade secrets, Provider will indemnify the University against that claim at Provider's expense.

4. INDEPENDENT CONTRACTOR.

A. Status. Provider (including its agents or employees) shall be an independent contractor during the period of performance under this Agreement and not an employee of the University. No party shall exercise any control over the manner or means by which any other party or its employees perform services under this Agreement. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Provider shall not be considered as being entitled to participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees.

B. Taxes. As an independent contractor, Provider shall be responsible for the payment of any taxes due on any monies received.

5. TERM AND TERMINATION.

A. Term. Unless terminated as provided in subsection (B) below or by mutual written consent, this Agreement shall continue in full force and effect for ONE (1) year from the date first set forth above and thereafter may be renewed only upon the written agreement of both parties.

B. Termination. This Agreement may be terminated prior to expiration of the initial or any renewal terms by prior written notice to the other party as follows:

(i) By either party, in the event that the other party materially defaults on its obligations hereunder and such default continues un-remedied for a period of thirty (30) days following written notice of default;

(ii) By either party, effective immediately, if the other party should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of creditors;

C. Damages. Under no circumstances shall either party be liable to the other by reason of termination or non-renewal of this Agreement for compensation, reimbursement, or

damages for: (i) loss of prospective compensation; (ii) goodwill or loss thereof; or (iii) expenditures, investments, leases, or any type of commitment made in connection with or in reliance on the existence of this Agreement.

6. MODIFICATIONS. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of the parties to be bound thereby.

7. CHOICE OF LAW/VENUE. This Agreement shall be construed and enforced in accordance with the domestic laws of the <insert state name> without giving effect to its conflict of laws provisions. Any litigation relating to this Agreement shall be venued in a court of competent jurisdiction in <insert state name>. The Parties consent to the personal jurisdiction of that court.

8. NOTICES. Except as otherwise expressly provided in this Agreement all notices required or permitted under this Agreement shall be in writing and shall be delivered by certified U.S. mail or overnight mail via Federal Express or UPS, addressed to the address set forth at the beginning of this Agreement or to any other person or address which a party may later designate by written notice and designated for the attention of the person signing below. Unless stated to the contrary elsewhere in this Agreement, all notices shall be effective upon the earlier of actual receipt or five days after posting with the United States Post Office or one business day after delivery to Federal Express or UPS.

9. Entire Agreement. The Agreement set forth in this document is the entire Agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.

UNIVERSITY

By: _____
Name:
Title:

PROVIDER

By: _____
Name:
Title: