MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF WEST FLORIDA
AND TRAVELEARN INC.

This Agreement ("Agreement") is made and entered into by and between the University of West Florida, Division of Continuing Education, for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UWF") and TraveLearn Inc., a Pennsylvania Corporation ("Travel Agency/Contractor") as of the 18th day of January 2008.

Whereas, UWF intends to offer a program combining lifelong learning and travel to be offered through its Division of Continuing Education; and

Whereas, the Travel Agency/Contractor offers services that combine travel arrangements and learning components; and

Whereas, UWF wishes to utilize such services offered by Travel Agency/Contractor to supplement its program;

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Prior to any program offering, UWF will review the travel programs offered by Travel Agency/Contractor and select the region, destination, and time of year for proposed tours.

2. Travel Agency/Contractor will arrange Travel itineraries for the tours selected by UWF including air, local land transportation, housing, and special field experiences including lecture/seminars by local resource persons.

3. The Travel Agency/Contractor will provide to UWF a total program cost for each Travel/Study program. Further, cost figures will not be changed, except as required under certain conditions relating to increases in expenses unforeseen at this time. Advance notice of all change in costs will be given to UWF and to all participants prior to final payment.
4. Travel agency/Contractor will provide UWF a detailed daily itinerary for each program specifying lodging arrangements, land or sea transportation and other pertinent details referencing arrangements, including all fees and charges.

5. The Travel Agency/Contractor and UWF will agree upon an initial deposit date and amount of deposit as well as the date of final payment, each of which is to be published in the Travel Study Announcements prior to any registration by participants. Travel deposits shall be paid to the Travel Agency/Contractor. An administrative/marketing fee shall be paid to UWF by Travel Agency/Contractor at the rate of two hundred dollars ($200.00) per enrollee recruited by UWF for any of the Learning Vacation programs, except Alaska, Belize and small ship cruises for which the fee will be one hundred dollars ($100.00). The administrative/marketing fees will be sent to UWF within two weeks of the conclusion of each quarter of programming, e.g. in late November for Fall programs, in late February for Winter programs, in late May for Spring programs, and in late August for Summer programs.

5. In the event a travel study course shall for any reason be cancelled by UWF or the Travel Agency/Contractor prior to its scheduled departure date, the Travel Agency/Contractor shall refund in full any payments received from individuals who have registered and made payment for the program.

6. In the event any individual cancels after the date specified for final payments, a partial refund will be made. The refund will be the full amount except for any non-recoverable charges and expenses levied against the Travel Agency/Contractor in connection with its operation of the accepted program and a non-refundable administrative fee of one hundred dollars ($100.00).

7. Travel Agency/Contractor will give credit to UWF for any person that registers with Travel Agency/Contractor by phone or through the Travel Agency/Contractor web site and indicates learning of the program through UWF. Any inquiries received by Travel Agency/Contractor in this manner will be entered into the applicable database under a special code number for UWF.
8. Any lecturers, tour guides, or other individual rendering service under this agreement shall be considered employees of the Travel Agency/Contractor or independent contractors and no liability for their injury or actions shall be incumbent on UWF.

9. It is mutually understood and agreed that UWF is not responsible for the services, payments or guarantees provided for herein.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

TraveLearn, Inc.
Signed: [Signature]
Printed Name: EDWIN J. WILLIAMS
Title: PRESIDENT
Date: February 29, 2008

University of West Florida
Signed: [Signature]
Printed Name: Dr. Chula G. King
Title: Provost
Date: January 18, 2018

Approved As To Form And Legality:
[Signature]
UWF Attorney