DATE: November 30, 2004

TO: Patsy Enfinger

FROM: La Tarsha Stallworth-Jackson,
Email: ljackson@uwf.edu
Phone: (850) 474-3420
Fax: (850) 857-6058

RE: CA-041123-1942 Microsoft Certification & Training Program

( ) For your information
( X ) For your Signature
( ) Take appropriate action
( ) Please note and return to me
( ) Review attached; return with comments
( ) Per your request
( ) Per our conversation
( ) Discuss with me
( ) Draft reply for my signature
( ) Draft using ______________ signature
( ) Please circulate to ______________
( ) Please schedule a meeting to discuss

Remarks:
UNIVERSITY OF WEST FLORIDA
DEPARTMENT OF PROCUREMENT AND CONTRACTS
TRANSMITTAL SHEET

TO: OFFICE OF GENERAL COUNSEL Date: 11/23/04

FROM: Wendy Baudin Telephone: x2628
E-mail: wbaudin@uwf.edu

Document: Contract for RFP #04/RFP-02/WB Microsoft Certification & Training Program

Value: $1,300,000 on the high end

DEADLINE: DECEMBER 1, 2004 (classes start Jan 1, 2005)
call 2628 for pick up.

Comments: Gina, this is a revenue generating project. Due to the possible revenue collected in the amount of 1 million plus, the President will need to sign. The monies to pay for this will be collected from the students, 30% of the revenue will be issued to UWF, 70% to Networks of Florida. The program has to be designed and in place by January 1, 2005. Your immediate attention is greatly appreciated.

Thank you,

Reviewed by: Date: ________________

Recommendations: ____________________________________________
______________________________
______________________________
______________________________

RETURNED TO PROCUREMENT AND CONTRACTS Date: ________________

Please do not misplace. All original. Thank you.

M:\Forms\General Counsel Transmittal Cover.doc
E Smith 11/18/03
Contractor Master Agreement
Between the University of West Florida Board of Trustees,
A public body corporate ("University") and
The Contractor

This Contract is made as of the 16th day of November 2004, between the University of West Florida (the "University") Board of Trustees, a public body corporate (the "University"), and Networks of Florida (the "Contractor") Federal I.D. No. 59-2133135.

This Agreement shall consist of this Master Agreement, Exhibit "A", the RFP #04/RFP-02/WB, Microsoft Certification & Training Programs, (the "RFP"), and the Contractor’s response to RFP#04/RFP-02/WB (the "Response") which all are hereby incorporated by reference.

In consideration of the mutual promises contained herein, the University and the Contractor agree as follows:

ARTICLE 1 – GOVERNING LAW

This Contract is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section. The federal or state courts of the State of Florida shall have exclusive jurisdiction of any claims arising out of this Contract.

ARTICLE 2 – SERVICES & TERM

The Contractor responsibility under this Contract is to provide professional services in the area of:

- Providing instructional programs leading to Microsoft Certifications at the University as more specifically set forth in the "RFP", and the "Response", and the Scope of Services detailed in "Exhibit A".
- Services of the Contractor shall be under the general direction of Mrs. Nicole Gislason, Assistant Director, Division of Continuing and Distance Education, who shall act as the University’s representative during the performance of this Contract.
- The Contractor shall commence services on January 3, 2005 and continue for an initial contract period of one (1) year with the University having the option of renewing for two (2) additional one (1) year periods. This agreement may be renewed under the same terms and conditions as the original contract, at the sole and exclusive discretion of the University. The University and the Contractor will agree upon renewals in writing.

ARTICLE 3 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher that those charged the Contractor’s most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the University determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to the Contractor. The University shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 4 - TERMINATION

Termination of Contract without Cause
Either party may terminate the contract without cause by giving written notice to the other party within 30, days of any annual contract anniversary date. Each party will continue to fulfill its obligations already underway at the effective date of the cancellation.

Termination of Contract for Cause
The contract may be terminated in the event of a breach in the contract. The aggrieved party will notify the other party in writing and describe the breached provision. The Respondent will have 10 days from receipt of notice to correct the deficiency. If the deficiency is not corrected within the 10 day allotted period, the contract may be terminated by the
aggrieved party by providing a 10 day written notice of termination. Termination for cause shall not relieve either party of the responsibility of discharging its duties already begun.

The University shall be reimbursed by the Contractor for paid services that the University did not or will not receive from the Contractor. The Contractor shall be paid for services rendered to the University’s satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the University shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other material related to the terminated work to the University.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL
The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the University.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions to the Contractor’s key personnel as may be listed herein must be made known to the University’s representative prior to execution, and written approval granted by the University before said change or substitution can become effective.

The Contractor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services.

ARTICLE 6 - SUBCONTRACTING
The University reserves the right to accept in writing the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor in order to make a determination as to the capability of the sub-contractor to perform properly under this Contract. It is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a sub-contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to written acceptance of the new sub-contractor by the University.

ARTICLE 7 - TAXES
The University is exempt from the payment of all Federal Tax and State Tax for sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income. The University will furnish an exemption certificate as appropriate to the Contractor. The Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the University, nor shall the Contractor be authorized to use the University’s Tax Exemption Number in securing such materials. The Contractor shall be responsible for payment of its own and its share of FICA and Social Security benefits with respects to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS
The University’s performance and obligation to pay under this contract is contingent upon the revenue distribution/settlement between the University and the Contractor.

ARTICLE 9 - INSURANCE
A. The Contractor shall not commence work under this Contract until it has submitted all insurance required and the University has approved such insurance. The Contractor is required to maintain the insurance for the life of the project.

B. The Contractor must provide within five calendar days of RFP award notification from the University, an original ACORD Certificate of Insurance evidencing the insurances provided by the Contractor and signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the University as the Certificate holder and Additional Insurer, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations with a further
certification from the insurance companies that their policies will not be materially modified, amended, changed, canceled or terminated without thirty (30) days business days prior written notice to the University.

C. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

D. The Contractor shall maintain, during the term of this Contract,
   1. General Liability - $1,000,000 per occurrence, with public liability - $1,000,000 for bodily injury, and property damage - $500,000 for each occurrence, aggregate $1,000,000.
   2. Automobile - when applicable - $1,000,000. combined single limit to include "Any Auto"
   3. Workers Compensation - Bodily injury $100,000 each accident, $500,000 policy limit by disease
   4. Umbrella Coverage: Employer's Liability, General Liability or Auto Liability of not less than $1,000,000 for any one occurrence.
   5. Professional Liability - when applicable - $1,000,000.

ARTICLE 10 - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless, assume liability for and defend, the University, the State of Florida, the Florida Board of Education, the University of West Florida Board of Trustees and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of the Contractor's officers, employees, agents, guests, patrons, licensees, invitees or the Contractor in connection with or related to their operations, activities, occupancy or use of the facilities or property of the University in connection with the performance of this Contract.

The University shall construe nothing in this Contract as an indemnification of the Contractor. The University warrants and represents that as a sovereign entity, it is self-insured. The Contractor and University agree that nothing contained herein shall be construed or interpreted as (a) the consent of the University or the State of Florida or its agents and agencies to be sued; or (b) a waiver of sovereign immunity of the University or the State of Florida.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The University and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the University nor the Contractor shall assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the University, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the University and the Contractor.

ARTICLE 12 - AFFIRMATIVE ACTION & ADA

As a condition of this Contract, the Contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

The Contractor agrees to comply with the Americans with Disability Act (ADA) of 1990.

ARTICLE 13 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code in accordance with Chapter 672, Florida Statutes, shall prevail as the basis for contractual obligations between the Contractor and the University for any terms and conditions not specifically stated in this Contract.

ARTICLE 14 - CONFLICT OF INTEREST

In accordance with Section 112.3185, Florida Statutes, the Contractor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services and would conflict in any manner with the performance of services required hereunder. Violation of this section by the Contractor shall be grounds for cancellation of this Contract by the University.

The Contractor shall promptly notify the University in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and
request an opinion of the University as to whether the association, interest or circumstance would, in the opinion of
the University, constitute a conflict of interest if entered into by the Contractor, the University agrees to notify the
Contractor of its opinion in writing within 30 days of receipt of notification by the Contractor. If, in the opinion of the
University, the prospective business association, interest or circumstance would not constitute a conflict of interest by
the Contractor, the University shall so state in the notification and the Contractor shall, at his/her option, enter into said
association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided
to the University by the Contractor under the terms of this Contract.

ARTICLE 15- FORCE MAJEURE/EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises
out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may
include, but are not limited to: acts of God; the University's failures; natural or public health emergencies; labor
disputes; freight embargoes; and severe weather conditions.

Upon the Contractor's request, the University shall consider the facts and extent of any failure to perform the
work and, if the Contractor's failure to perform was without it or its sub-contractor's fault or negligence, the Contract
Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the University's
rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREAR

The Contractor shall not pledge the University's credit or make it a guarantor of payment or surety for any
contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents
that it has no obligation of indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17- DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the University for approval and acceptance, and before eligible for final payment
of any amounts due, all documents and materials prepared by and for the University under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data
obtained, developed, or supplied by the University or at its expense will be kept confidential by the Contractor and will
not be disclosed to any other party, directly or indirectly, without the University's prior written consent unless required
by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the
University's expense shall be and remain its property and may be reproduced and reused at the discretion of the
University.

If and as requested, the University shall comply with the provisions of Chapter 119, Florida Statutes (Public
Record Law). The University may unilaterally cancel this Contract for refusal by the Contractor to allow public access
to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and
made or received in conjunction with this Contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any
party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership
of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions
contemplated hereby.

ARTICLE 18- INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an
independent contractor and not an employee, agent, or representative of the University. All persons engaged in any of
the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the
Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner
in which it and its employees perform the work, and in all respects the Contractor's, relationship and the relationship of
its employees to the University shall be that of an independent Contractor and not as employees or agents of the
University.

The Contractor does not have the power or authority to bind the University in any promise, agreement, or
representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide
employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay
any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the
Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the
award or making of this Contract.
ARTICLE 20 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The University shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor’s place of business.

ARTICLE 21 - EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor affirms, without reservation, the principles of equal opportunity employment. The Contractor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, gender, national origin, age or disability.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The University and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any amendments, alterations or modifications to this Contract must be issued by the University’s Procurement and Contracts Department, signed and approved by all signatories of this Contract to be effective.

ARTICLE 23 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney’s fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 24 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to appropriately conduct its business with the University, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the University upon request.

ARTICLE 25 - SEVERABILITY

In the event any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Contract goes to the whole of this Contract, this Contract is unenforceable.

ARTICLE 26 - MODIFICATIONS OF WORK

The University reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the University’s notification of a contemplated change, The Contractor shall (I) if requested by the University, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the University of any estimated change in the completion date, and (3) advise the University in writing if the contemplated change shall effect the Contractor’s ability to meet the completion dates or schedules of this Contract.

If the University so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the University’s decision to proceed with the change.

If the University elects to make the change, the University shall issue a Contract modification or Change Order and the Contractor shall not commence work on any such change until such written modification or Change Order has been issued and signed by each of the parties.

ARTICLE 27 – WRITTEN NOTICES

All notices required for this Contract shall be sent in writing by mail, fax, or email to:

University of West Florida
Mrs. Elaine Smith, Manager
etsmith@uwf.edu
Procurement & Contracts
All notices sent to the Contractor shall be mailed to:
Mr. Bob Schuster, President
111 North Baylen Street
Pensacola, FL 32501

ARTICLE 28 – PUBLIC ENTITY CRIME

In accordance with Fla. Stat. §287.133(2) (a), any person or affiliate who has been placed on the Convicted Contractor List following a conviction for a Public Entity Crime, may not participate in bids or proposals, and may not perform work or transact business with any public entity in excess of the threshold amount stated in Fla. Stat. §287.017 (Category Two) for thirty-six months from the date first placed on the list.

IN WITNESS WHEREOF, the University authorized signature below has made and executed this Contract on behalf of the University and the Contractor as of the latest date signed below.

University of West Florida
Board of Trustees, a Public Body Corporate
By: 

Authorized Signature

SANDRA M. FLAKE, PROVOST
Printed Name & Title

11/20/04
Date

Networks of Florida, Inc.
President

By: 

Authorized Signature

ROBERT W. SCHUSTER - President
Printed Name & Title

11-22-04
Date

APPROVED AS TO FORM AND LEGALITY

UWF ATTORNEY
A. Description of Services

SCOPE OF SERVICES, SPECIAL TERMS AND CONDITIONS

A. Scope of Services

The University desires the most thoroughly developed Microsoft Certification Programs available. The following information provides the scope of services and special terms and conditions of this contract. After a periodic review of the market, the tuition shall be mutually determined and agreed to in writing. Tuition will be due and payable at the end of the first week of class to be consistent with the University policy. The Contractor is responsible for all costs associated with the development, dissemination and delivery of the Microsoft Certification Program. Direct expenses include the following:

a) Cost of instruction  
b) Marketing costs  
c) Student course materials, including shipping costs.

Program

The Contractor will provide instruction to the University students for a series of Microsoft Certification and Training Programs. The Contractor will provide and pay for all materials and instruction for the Programs. The Contractor agrees to provide these programs within the University service area that includes Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Jackson, Gulf and Bay counties exclusively through the University. Program content will be purely educational, and the Contractor and its agents will not engage in any commercial discussion or promotion of products.

Teaching Sites

Programs will be held at facilities provided by the University unless otherwise mutually agreed upon between the University and the Contractor and evidenced by a signed modification to this contract.

Program Promotion

The Contractor will execute and pay for printing and mailing promotional letters to potential students and residents. The University will review and approve the copy and camera ready art for all ads. Promotional material must conform to the University graphic identity standards which are defined on the following Web site: http://theUniversity.edu/standards/. The Contractor will provide electronic material to the University 7 days prior to the media deadline. At which point, the University will have 2 business days to review and provide edits. It is the University’s obligation to maintain the Web site. The Contractor will refer Microsoft customers to the University Web site for all information about this program. The University retains the right to review/approve/reject all materials used in association with its name or logo.

Registration/Refunds

The University is responsible for registering, billing and accounting for all revenue collected in this program. The Contractor will provide student information for all Programs offered through the University in its service area as specified under “Program” above.

Tuition and Materials

After a periodic review of the market, the tuition shall be mutually determined and agreed to in writing (email). All tuition will be collected by the University. The Contractor will pay the University for all Microsoft course materials ordered by the University. The University will bill the Contractor for all of the materials ordered for each class session. Program materials will be ordered directly from Microsoft, Inc., by the University Division of Continuing & Distance Education via its Microsoft IT Academy membership. Program materials will be delivered to the Contractor upon delivery of the materials, The Contractor will be invoiced for the cost of materials. The Contractor shall reimburse the University’s Division of Continuing and Distance Education within ten (10) days from receipt of the invoice.
Program Administration
The Contractor will request written permission from the University in advance of any changes of publicized dates, times, or location of the programs; The Contractor will be responsible for sending notice of these changes or cancellations to registered participants. VA benefits require weekly attendance records; attendance reports must be submitted to the University weekly by all instructors;

Key Contacts
The University will appoint a representative to provide oversight of all aspects of the program. The appointed representative shall be the Contractor’s only point of contact for this program at the University. The designated representative will provide the Contractor with written (electronic) approval for all course offerings, marketing efforts, program questions and concerns.

The Contractor will appoint a representative to provide oversight of all aspects of the work provided to the University. The designated representative will be the University’s main point of contact for the Contractor. The designated representative will provide the University with written (electronic) approval for all course offerings, marketing efforts, program questions and concerns.

Quality Control
Online program evaluation forms will be developed by the University and distributed in class and after the course ends via the University Web site, responses will be maintained in a database; the Contractor will be provided with a complete summary of this data within 7 days of the evaluation period.

Contract Assignment
The Contractor agrees that it will not assign, transfer, pledge, hypothecate or sub-contract any of its rights, duties or responsibilities under the contract without the express written consent of the University.

Compliance
The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under their agreement. The Contractor will secure a criminal record background check for each instructor.

Revenue Distribution/Settlement
Gross revenues for all non-credit courses shall be distributed 70% to Networks of Florida and 30% to the University of West Florida. For those students who seek college credit, a fee of $450, which represents the added cost of awarding college credit, will be retained by the University. Gross revenue distributions shall be adjusted for credit card processing fees paid by the Contractor and/or the University for registration fees paid by credit card. The Contractor and the University shall prepare a detailed schedule of registration fees collected by registrant. A reconciliation of gross revenues shall be made between the Contractor’s and the University’s records prior to any distributions between the Contractor and the University.

The University shall prepare all third party fee billings as soon as possible following the close of the drop/add period. Distributions of revenue shall occur as soon as possible following receipt of payment of all registration fee revenues paid by individual students and/or billed to third party sponsors such as military tuition aid, billings and company purchase orders, etc.

If market changes require a specific adjustment to the revenue distribution that is defined in this agreement, then the party which requests the adjustment will outline the problem and define the solution in writing. The adjustment request will be supported by appropriate financial documentation and will have no bearing on future classes or programs. The written request must be received by the other party 10 days prior to the start of a course. Specific adjustments must be negotiated between the Contractor and the University prior to the start of a course. The negotiated outcome will be issued in the form of a written modification to this agreement by the University Procurement and Contracts Department and must be fully executed by both parties.

Enrollment of Employees, Contract Employees and Other Designees
Both the Contractor and the University shall have the right to enroll employees, contract employees and other designees as “teaching assistants” to aid in instruction, preparation, and delivery of the MCSA programs series on a space available basis only. Such enrollments shall be at no charge to either the Contractor or the University.

Refunds/Program Deferment
Final determination of partial and full refunds shall be made by the University. Refunds to participants who withdraw from the program shall be made pursuant to the University policy existing at the time of withdrawal. The Contractor agrees to
reimburse the University its proportionate share of any such refund(s) within fifteen (15) days of receipt of an invoice from the University.

Students whose programs are interrupted by conditions beyond their control, (temporary duty military assignment, illness which precludes the student from completing the program, etc.,) may elect to defer their program in lieu of receiving a tuition refund at the time of program interruption, and re-enroll in a future session of the program at no additional cost. Such students must make request deferment in writing (via e-mail) and the request must be approved by both the Contractor and the University.