

Pearson Online Learning Services

Program Term Sheet #2 Master of Science in Cybersecurity Program

This Program Term Sheet #2 (“Program Term Sheet #2”) is entered into as of February 28, 2018 (“Effective Date”), pursuant to the e-Learning Program Master Services Agreement (“Agreement”) between Embanet-Compass Knowledge Group Inc. (“Pearson”) and the University of North Dakota (“University”).

1. e-Learning Program:

Master of Science in Cybersecurity and mutually-agreed clusters, certificates, and concentrations, including clusters in (a) Autonomous Systems Cybersecurity, (b) Data Security, and (c) Cybersecurity and Behavior (collectively, the “Program”); provided, however that the Program shall not include the Excluded Certificate Program defined below. Program Students must earn thirty (30) semester credits to graduate from the Program.

“Excluded Certificate Program” shall mean the Cybersecurity certificate program currently contemplated by the University consisting of three (3) to-be-determined Program Courses, which the University agrees to offer only to existing students enrolled in a traditional, on-ground graduate degree program offered by the University’s Department of Psychology.

University acknowledges and agrees that it shall not market or promote the Excluded Certificate Program in the online marketplace. Except as expressly provided in Section 16 of Program Term Sheet #2, Pearson shall have no obligation to support students enrolled in the Excluded Certificate Program other than Program Students.

2. Program Term:

The term of this Program Term Sheet #2 will be ten (10) years from the first day of the first Student enrollment term, which is currently anticipated to be the Fall 2018 term contingent upon execution of this Program Term Sheet #2 by February 28, 2018 (“Program Term”).

3. Program Courses:

The following seventeen (17) courses shall make up the Program (collectively, the “Program Courses”). The Parties mutually commit to discuss the development and/or adoption of the bridge course referenced in Section 5 of this Program Term Sheet #2. The Parties acknowledge that the Program Course names and numbers may vary from the those set forth in the table below.

Course	Number	Credits
Engineering Systems Reliability and Security	EE 526	3
Emerging Cyber Threats and Defenses	EE 611	3
Introduction to Smart Grid*	EE 623	3
Applied Cryptography	EE 614	3
Internet of Things and Security*	EE 750	3
Secure Communication Protocols	EE 640	3
Advanced Embedded Systems Design	EE 552	3
Introduction to Autonomous Systems	EE 752	3
Cloud Computing	CSCI 427	3
TBD	EE/CS XXX	3
Advanced Data Base Systems	CSCI 513	3
Human Factors in Cyber Security	PSYC 522	3
Insider Threat Analysis	PSYC 525	3
Cognitive Psychology	PSYC 539	3
Advanced Software Engineering	CSCI 565	3
Capstone	EE/CS XXX	
Graduate Cooperative Education*	EE 537	

*Optional elective course

4. Minimum Credit Hour Tuition Rate: \$816. The University shall establish and charge a single, unified market-competitive tuition rate applicable to both in-state and out-of-state students. The Parties acknowledge that the University may, in its discretion, charge a mandatory fee of \$62.56 per credit hour beyond the minimum tuition rate. Such fees will not be included in Gross Receipts as defined in the Agreement.
5. Program Admission Requirements:
 - a. Bachelor's degree from a regionally accredited institution
 - b. Demonstrated preparation for program curriculum; conditional admission considered upon completion of bridge course requirements in the University's discretion
 - c. Minimum undergraduate GPA of 2.75 for unconditional admission; conditional admission considered for applicants below 2.75
 - d. No standardized examination required
 - e. Submission of official transcripts, online application, resume/CV, statement of purpose, and three letters of recommendation
6. Entry Points per Year: 3 (Fall, Spring, and Summer)

7. Course Length: 7 (seven) weeks
8. Total Number of Courses to be Developed: 17
9. Total Number of Existing Online Courses: None
10. LMS Utilized for Program Term: Blackboard
11. Financial Aid to be Made Available to Students (Yes/No)? Yes
12. Services to be Provided by Pearson to the University (Yes/No):

Functional Area	Specific Service	Yes/No
Academic	Course Design and Development	Yes
Academic	Instructor Recruitment	No
Academic	Instructor Management	No
Academic	Faculty and Instructor Training	Yes
Marketing & Enrollment	Campaign Design	Yes
Marketing & Enrollment	Testing, Analysis and Optimization	Yes
Marketing & Enrollment	Lead Generation	Yes
Marketing & Enrollment	Student Recruitment and Admissions Support	Yes
Technology Services & Support	eLearning Platform Selection and Implementation	No
Technology Services & Support	Tier 1 Data Center Hosting	No
Technology Services & Support	24/7/365 Help Desk Support	Yes
Program Management/ Student Services	Instructor Support	Yes
Program Management/ Student Services	Student Retention Management	Yes

13. Responsible Parties/Contact Information:

Embanet-Compass Knowledge Group Inc.
SVP Academic Partnerships
2145 MetroCenter Blvd, Suite 400
Orlando, FL 32835
(800) 511-5636

Jeffrey Holm, Ph.D.
Professor and Chairperson, Psychology
Faculty Fellow, Academic Affairs
Senior Scientist, Center for Health
Promotion and Prevention Research
University of North Dakota

Columbia Hall, Room 2000
501 N. Columbia Rd, Stop 8380
Grand Forks, ND 58202-8380

O: 701.777.3792 | D: 701.777.3451
O: 701.777.5964 | F: 701.777.3454
Jeffrey.Holm@und.edu

14. Service Fee (Section 5.1 of the Agreement):

a. Service Fees for Pearson-Recruited Students

Service Fees for Program Students recruited by Pearson (“Pearson-Recruited Students”) shall be calculated in each academic term by multiplying the Gross Receipts attributable to the enrollments of Pearson-Recruited Students by the applicable revenue share percentage set forth in the following table:

Program Year	Pearson Gross Receipts % (“Service Fees”)	University Gross Receipts %
Program Years 1 and 2	62%	38%
Program Years 3 and 4	60%	40%
Program Years 5 and 6	56%	44%
Program Years 7 through 10	54%	46%

As used in this Program Term Sheet #1, “Program Year” shall refer to the University’s academic terms encompassed by the twelve (12) month period beginning on the first day of the Program Term, and the succeeding twelve (12) month periods beginning on each subsequent one (1) year anniversary of the first day of the Program Term. For example, if the Program launches as anticipated in Fall 2018, then Program Year 1 shall encompass the Fall 2018, Spring 2019, and Summer 2019 terms; Program Year 2 shall encompass the Fall 2019, Spring 2020, and Summer 2020 terms; and so forth.

b. Service Fees for Transfer Students

Service Fees for Transfer Students, as hereinafter defined, shall be calculated in each academic term by multiplying the total Gross Receipts attributable to the enrollments of all Transfer Students by the applicable revenue share percentage set forth in the following table:

Pearson Gross Receipts % ("Service Fees")	University Gross Receipts %
20%	80%

"Transfer Students" means (1) all University students admitted into a University program outside the scope of the Agreement ("Non-Supported Program") who transfer into this Program and (2) all Pearson-Recruited Students who transfer into a Non-Supported Program.

15. Minimum Number of Program Students (Section 8.3 of the Agreement):

The Minimum Number of Program Students pursuant to Section 8.3(iv) of the Agreement shall be ninety five (95) Program Students.

16. Program Course Sections for Non-Program Students:

In the event the University desires to offer Program Courses to University or North Dakota University System students who are not Program Students ("Non-Program Students"), the following terms and conditions, including Section 7.5 of the Agreement, shall apply:

a. The University shall create separate sections of such Program Courses exclusively for Non-Program Students (each, a "Non-Program Section"). Sections of the Program Courses offered by the University in the Excluded Certificate Programs shall be considered Non-Program Sections.

b. The University shall pay Pearson a licensing fee for each Non-Program Section offered as follows:

i. \$400.00 for each Non-Program Section offered by the University within the established Program Course carousel.

ii. \$800.00 for each Non-Program Section offered by the University outside of the established Program Course carousel.

c. Pearson shall duplicate each Non-Program Section from the master course shell for each Program Course as required for the University to offer a Non-Program Section.

d. Pearson shall provide no other services in support of the Non-Program Sections or Non-Program Students.

e. In the event enrollments of Non-Program Students in Non-Program Sections materially exceed expected figures, the Parties shall engage in good faith for the purpose of considering and implementing appropriate action, including but not limited to the potential amendment of this Program Term Sheet #1.

17. Additional Terms and Conditions:

a. The Parties shall engage in good faith for the purpose of considering and adopting a Program application and admissions process whereby prospective student applications for admission to the Program are processed and decisions thereon are communicated to prospective students on a timetable similar to, and competitive with, other colleges and universities offering similar online degree programs.

b. University will be the official source to notify the students of acceptance in the Program and Pearson will then proceed to work with the students to ensure they are registered in the required Program Courses.

c. Pearson will work with the key members of the University faculty to create a design and development schedule for the development of Program Courses in the form of "Appendix 1." Appendix 1 must be finalized as to Program Courses offered in Fall 2018 by March 2, 2018. In the event that Appendix 1 for such Program Courses is not finalized by March 2, 2018, the Program launch will be postponed. Appendix 1 must be finalized as to all other Program Courses by June 1, 2018. Both the University and Pearson will work to achieve the defined timelines for the development of Program Courses.

d. Pearson will create an online orientation course for Program Students. The online orientation course will introduce and guide Program Students through the tasks they will need to complete as an online student of the University.

e. Should the University change the LMS platform(s) at any time during the Program Term, the Parties agree that (i) the Pearson's services in support of such course migrations are not included in the scope of this Program Term Sheet #2 and (ii) the Parties shall negotiate a separate migration fee per Program Course, which shall be payable within thirty (30) days of invoice.

f. The University agrees to apply a mutually-agreed tuition discount for (i) persons employed by corporations enrolled in Pearson's Corporate Partnership Program and (ii) members of the United States Armed Services and their immediate family members eligible for a Military Discount. The Parties acknowledge that such discounts will not be included in Gross Receipts as defined in the Agreement.

WHEREFORE, the Parties have entered into this Program Term Sheet #2 on the date of the last signature below, effective as of the Effective Date.

**Embanet-Compass Knowledge Group
Inc.**

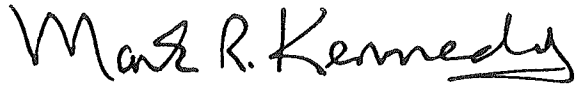
University of North Dakota

By:


Iwan Streichenberger (Mar 2, 2018)

Iwan Streichenberger
Managing Director
Pearson Online Learning Services

By:


Mark Kennedy
Mark Kennedy
President

Date:

Mar 2, 2018

Date:

02-28-2018

Appendix 1

Course Development Schedule

Course	Faculty (required for 1 st two semesters of courses)	Begin Development	Final Content Delivery Date	Date First Offered	Instructor Sign Off Date
EE611	Dr. Prakash Ranganathan			Fall '18	
CSCI 565	Dr. Hassan Reza			Fall '18	