APPA PROGRAM DELIVERY AGREEMENT

This APPA Program Delivery Agreement (this "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between APPA: THE ASSOCIATION OF HIGHER EDUCATION FACILITIES OFFICERS, a District of Columbia nonprofit corporation ("APPA"), and the undersigned entity ("Organization"). APPA and Organization may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, APPA has the capability and capacity to provide certain educational programming services described herein; and

WHEREAS, Organization desires to retain APPA to provide said services, and APPA is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APPA and Organization agree as follows:

1. Services. APPA shall provide to Organization the products and services (the "Services") set out in one or more statements of work to be issued by APPA and accepted by Organization (each, a "Statement of Work"). The initial accepted Statement of Work is attached hereto as Exhibit A and incorporated herein by this reference. Additional Statements of Work shall be deemed issued and accepted only if signed by the parties.

2. Fees. In consideration of the provision of the Services by APPA and the rights granted to Organization under this Agreement, Organization shall pay the fees set out in the applicable Statement of Work or, if not set out therein, APPA's then current fee schedule ("Service Fee"). The Service Fee shall be paid by check or ACH transfer.

3. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated as provided herein.

b. This Agreement may be terminated for convenience at any time by either Party effective immediately upon notice to the other Party, or by mutual agreement of the Parties.

c. If Organization reschedules, Organization shall be responsible for any additional costs associated with such change.

d. If Organization cancels within thirty (30) days of the scheduled event date, Organization shall incur a cancellation fee equal to fifteen percent (15%) of the total contracted amount.

e. In the event of termination, APPA shall be compensated for Services performed and costs incurred through the date of termination.

4. Organization Obligations. Organization shall be responsible for the following to ensure the Services are sufficiently performed:

a. Designate a primary contact person who will serve as Organization's point of contact for coordination of the Services, scheduling, logistics, and communications with APPA. The name and contact information for such individual shall be provided in Exhibit A. Organization shall promptly notify APPA in writing of any change to the designated contact person.

b. Provide suitable learning or meeting space.

c. Provide the equipment and facilities required for delivery of the Services as set forth in Exhibit A.

d. Ensure the number of participants specified in Exhibit A.

e. Make timely payment of all fees.

f. Protect APPA's copyrights and intellectual property rights associated with the Services.

g. Ensure that Organization either owns the premises or has authority to host the Services.

h. Maintain insurance coverage customary for its operations and ensure the safety of its premises and attendees.

If Organization provides its own facilitator(s), such individual(s) must be pre-approved in writing by APPA.

5. APPA Obligations. APPA shall perform the Services:

a. In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

b. Using personnel of required skill, experience, and qualifications.

c. By providing qualified facilitator(s), unless Organization provides pre-approved facilitator(s).

6. Force Majeure. Either Party shall be excused from delays in performing or from its failure to perform hereunder (except Organization's obligation to pay the Service Fee and other amounts due hereunder) to the extent that such delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must (i) provide written notice to the other Party within five (5) days of the event causing the delay or failure to perform, and (ii) act diligently to remedy the cause of such delay or failure.

7. Intellectual Property. All intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade

names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Organization under this Agreement or prepared by or on behalf of APPA in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") shall be owned by APPA. APPA hereby grants Organization a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, and perpetual basis to the extent necessary to enable Organization to make reasonable use of the Deliverables and the Services.

8. Indemnification. Organization shall indemnify, defend, and hold harmless APPA and its directors, officers, members, and representatives from and against any claim, demand, action, suit, or proceeding (a "Claim") arising out of: (i) any alleged or actual breach by Organization of any of its obligations, representations, or warranties under this Agreement; and (ii) any alleged or actual violation of applicable laws related to APPA's provision of the services pursuant to this Agreement. With respect to each claim, Organization shall indemnify APPA from and against any and all damages, judgments, awards, fines, penalties, expenses, and costs (including without limitation reasonable attorney's fees and expenses awarded to a third party by a court or other authority).

9. Limitation of Liability. IN NO EVENT SHALL APPA BE LIABLE TO ORGANIZATION OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT APPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL APPA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO APPA PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

10. Recitals. The recitals are incorporated in and made a part of this Agreement.

11. Construction. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

13. Amendment. This Agreement may be modified and/or amended only in writing signed by all the parties hereto.

14. Severability. If any provision of this Agreement is held invalid or unenforceable by court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

15. Governing Law. This Agreement shall be construed under and governed by the laws, substantive and procedural, of the State of Nebraska, without regard to its law of conflicts.

16. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Nebraska, County of Lancaster, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Nebraska, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

17. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

18. Binding Effect. The Agreement shall be binding upon the parties, their respective heirs, executors, personal representatives, successors and permitted assigns.

19. No Waiver. The failure of either party to demand strict performance of the terms hereof, or to exercise any right conferred herein, will not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. Waiver by either party of any term, provision or condition of this Agreement will not be construed to be a waiver of any other term, provision or condition, nor will such waiver be deemed to be a waiver of a subsequent breach of the same term, provision or condition. Failure or delay by either party to require performance of any provision of this Agreement will not affect or impair such party's right to require full performance with such provision at any time thereafter.

20. Assignments. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. Any purported assignment, delegation or transfer in violation of this section is void.

21. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effective when hand-delivered, sent by certified U.S. mail (return receipt requested), or sent by nationally recognized overnight courier, to the addresses set forth on the signature page hereto (or to such other address as a Party may designate by written notice in accordance with this Section).

22. Counterparts. This Agreement may be signed in counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

23. E-Delivery. A manually signed copy of this Agreement delivered by fax, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

24. Electronic Copies. Each party may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement in the regular course of its business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and each party hereby waives any rights or objections to the use of such copies by a party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

For APPA, THE ASSOCIATION OF HIGHER EDUCATION FACILITIES OFFICERS:

_____

By: Lalit Agarwal

Its: President & CEO

Date: _____

For <<ORGANIZATION>>:

_____

By:

Its:

Date: _____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is incorporated into the APPA Program Delivery Agreement by and between APPA and Organization (the "Agreement"). This Statement of Work describes Services and Deliverables to be performed and provided by APPA pursuant to the Agreement. In the event of any conflict between the Agreement and any provision of this Statement of Work, the Agreement will control unless the Parties' intent to alter the terms of the Agreement is expressly set forth in such provision, and such alteration shall only apply to this Statement of Work and shall not be construed as an amendment to the terms of the Agreement. All capitalized terms used and not expressly defined in this Statement of Work will have the meanings given to them in the Agreement.

Organization Contact Person for Program Coordination:
Name: _____
Title: _____
Email: _____
Phone: _____

Description of Services and Deliverables:

Program(s)	**Start Date**	**End Date**	**Attendee Count**	**Program Fee Total**	**Facilitator Provided By**

APPA shall supply course content and electronic Certificates of Completion within a reasonable amount of time after completion.

Equipment to be provided by Organization: _____
_____
_____

Fees and Payments:

Payment Type	Amount	Payment Timing
Program Fee	100% of program fee total per attendee	Due at registration
Additional	Organization shall be responsible for any additional costs incurred as a result of Organization-requested changes or rescheduling.	Due within 30 days of receiving invoice.

Additional comments: _____
_____
_____

For APPA, THE ASSOCIATION OF HIGHER EDUCATION FACILITIES OFFICERS:

_____

By: Lalit Agarwal

Its: President & CEO

Date: _____

For <<ORGANIZATION>>:

_____

By:

Its:

Date: _____