

AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between UNIVERSITY LEARNING INSTITUTE, LTD., a Virginia corporation, which has the address of 2596 Tuckers Lane, Linden, Virginia 22642, herein referred to as Principal, and _____, which has the address of _____, _____, herein referred to as Associate.

RECITALS

A. Principal has developed, owns, and conducts an online preparatory course, commonly called "TheCourse," herein referred to as course, intended to assist individuals in obtaining certification as a project management professional by the Project Management Institute. The course has been, and continues to be, promoted by principal to the public at the price of \$895, including all materials and fees.

B. Principal is a registered education provider of the Project Management Institute, and the course is registered with and recognized by the Project Management Institute.

C. Associate is either (a) an entity engaged in the education of individuals, is in compliance with all applicable regulations pertaining thereto, and is authorized to conduct business in the manner contemplated by this agreement, or (b) a business intending to provide TheCourse to its own employees.

D. Principal desires to appoint Associate as a nonexclusive agent to register individual students without regard to territory and/or student location, except that printed material is not provided by the Principal to non-US students.

E. Associate desires to accept such appointment and to perform all of the provisions of this agreement.

IN CONSIDERATION of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE DURATION

The term of the association created shall be one (1) year, beginning the date first above written, unless sooner terminated by either party upon sixty (60) days' written notice mailed certified mail, return receipt requested, at the address of the party

written above, which notice shall be deemed received upon mailing. The foregoing notwithstanding, this agreement shall renew automatically for successive one (1) year periods provided that neither party is in default or that the agreement has not been terminated. In the event of termination of this agreement for any reason, the parties shall provide the course to all students who have paid for the same until such students have completed the course or their licenses to use the same have expired.

SECTION TWO AGENT'S BEST EFFORTS

If the Associate is an educational institution, Associate agrees to devote Associate's best efforts to promote and market the course and to conform to the best of Associate's ability with the rules, regulations, and instructions of the Principal regarding the same now in force or that may be adopted and mailed to Associate's address. All advertisements of Associate regarding the Principal and the course are subject to the reasonable review and approval of Principal and compliance with rules of the Project Management Institute regarding use of its registered marks.

SECTION THREE NONDISCLOSURE OF PRINCIPAL'S AFFAIRS

Associate agrees to keep confidential such information as Principal may from time to time impart to Associate regarding Principal's business affairs and customers. Associate, in whole or in part, now or at any time, shall not disclose such information.

SECTION FOUR SHARING OF REVENUES

During the term of the agreement, Associate shall remit to Principal the sum of US \$595 for each registered student of the course, and retain the excess over that amount if applicable. The schedule for such payment will be established between the parties by memo agreement.

SECTION FIVE REGISTRATION

A. Associate shall register each student on TheCourse.us web site using access credentials provided by the Principal.

B. Upon notification by the Principle that a student has satisfactorily completed the course, Associate shall grant accreditation and documentation to which the student is entitled according to its own policies.

SECTION SIX

PRINCIPAL'S DUTIES

A. Upon notification that a student has been registered (notification being automatic upon registration by Associate), Principal shall ship the textbooks and workbooks required for completion of the course to the address of such student as provided by Associate. Each student is sent a license by e-mail for accessing the Principal's electronic server in order to participate in the course. Such license shall remain valid for six months from its grant and thereafter expire unless the Principal grants an extension upon request by the student.

B. Instructors employed by the Principal shall monitor electronically each student's progress throughout the course and reasonably respond to student questions and issues raised throughout the course.

C. Upon satisfactory completion of the course by a student, Principal will send to the student a certificate of completion, and notify Associate.

SECTION SEVEN EXPENSES

All expenses that may be incurred by either party in connection with this agreement shall be borne wholly by that party.

SECTION EIGHT INDEPENDENT CONTRACTOR STATUS OF AGENT

Both Associate and Principal agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. Associate is responsible for the payment of any taxes, including, but not limited to, all federal, state, and local personal and business income taxes, sales and use taxes, other business taxes, and license fees arising out of the activities of the Associate.

SECTION NINE USE BY AGENT OF NAME OF PRINCIPAL

Principal consents and agrees to the use by Associate of the name and any service marks of principal in the business pursuits and activities of associate under this agreement during the initial term or any extended term of the agreement. Associate, at any time on the request of Principal or on the termination of this agreement, shall cease using the name of Principal or any service marks of Principal in any of Associate's activities.

SECTION TEN
PARTIES BOUND; TERMINATION

This agreement shall be effective upon execution and shall be binding on the parties and their assigns, representatives, heirs, and successors. Any termination of this agreement shall be without prejudice to any rights and obligations of the parties that have vested prior to the effective date of termination.

SECTION ELEVEN
ASSIGNMENT

This agreement may not be assigned or otherwise transferred by either party.

SECTION TWELVE
OTHER AGREEMENTS

This agreement supersedes all previous agreements and understandings with respect to the registration of students for the course.

SECTION THIRTEEN
CHANGES; ALTERATIONS

Any change, alteration, modification, or addition to this agreement shall not be effective unless in writing and properly executed by the parties.

SECTION FOURTEEN
GOVERNING LAW

This agreement and any disputes relating to the agreement shall be construed under the laws of the Commonwealth of Virginia, and venue for any suit or action hereunder shall be in Fauquier County, Virginia.

SECTION FIFTEEN
FORCE MAJEURE

This agreement is subject to force majeure and is contingent on computer viruses and/or worms of known or unknown origin, strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of the course is interrupted or is prevented by any cause of force majeure, then this agreement shall be void without penalty to either party for any such portion not delivered.

SECTION SIXTEEN
TERMS OF AGREEMENT EXCLUSIVE

This agreement constitutes the entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of the agreement or any representations inducing its execution and delivery except those specifically set forth herein. Each of the parties acknowledges that such party has relied on the party's own judgment in entering into the agreement.

The parties have executed this agreement as of the day and year first above written.

UNIVERSITY LEARNING INSTITUTE, LTD. _____

By _____
Nancy C. Goff, President

By _____
(name and title), Associate