



## NROC NETWORK MEMBERSHIP AGREEMENT

THIS NROC MEMBERSHIP AGREEMENT (this "Agreement") is made and entered into as of the \_\_ day of \_\_\_\_\_, 2006 (the "Effective Date") by and between the Monterey Institute for Technology and Education, a 501(c) 3 non-profit California Corporation (the "Organization") with offices located at 3 Beach Way, Monterey, CA 93940 and Corporacion Universitaria para el Desarrollo de Internet (CUDI) ("Member"), a non-profit corporation with offices located at Parral 32, CP, 06140, Mexico, D.F.

### RECITALS

WHEREAS, the Organization maintains a learning network called the NROC Network (the "Network") for the purpose of bringing together practitioners, thought leaders and e-learning organizations to guide the future direction of online content development, promote continuous learning opportunities and support faculty and course designers;

WHEREAS, the Organization has developed and/or has the right to distribute certain proprietary courses and learning materials suitable for use in online and remote learning environments, as updated from time to time (the "NROC Library");

WHEREAS, the Organization maintains the NROC Library as a repository of content known as the National Repository of Online Courses ("NROC") within the Organization with the goal of creating, maintaining and offering a repository of high quality high school, Advanced Placement®, and undergraduate higher education courses;

WHEREAS, the Organization has the right to grant rights to use and distribute the NROC Library, and Member desires to offer all or portions of the NROC Library to Member's enrolled students and staff through its Course Management System (CMS); and

WHEREAS the Organization desires to grant the Member the right to become a member of the Network and use and distribute the NROC Library to Member's enrolled students and staff in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

#### 1. Grant of Rights.

1.1 The Organization hereby grants to Member the right to become a member of the "Network" with benefits that include, but are not limited to:

- Access to a collaborative network of contributors, NROC users and other educators focused on improving online course quality
- Unlimited access to NROC online content (the "NROC Library") with distribution rights across campus or organization to enrolled students at the Member's institution (as outlined in Exhibit F)
- Perpetual rights to use the socially-authored *Introduction to Psychology* course (v1.x) being produced through a collaborate process by NROC Network Members.
- Access to professional development and training opportunities available through the Network
- Priority access to custom Programs and Events, including an annual NROC Network Summit
- Access to dedicated forums for faculty and staff through the Network
- Priority status as reviewers and subject matter experts (SMEs) in NROC course development and OCEP (Online Course Evaluation Project) projects

Access to the NROC Network is open to all faculty, course development staff and faculty development staff at the Member's Institution.

1.2 The Member is hereby granted the right to add additional institutions within the country of Mexico to this Agreement based on the NROC Consortium Membership option noted in Exhibit A. Member is under no obligation to add additional institutions to this Agreement but should Member wish to add institutions to this Agreement, Member agrees to act as Consortium Leader as defined:

“Consortium Leader” is the Member acting as signatory of this Agreement and agreeing to include additional institutions (“hereafter referred to as “Consortium Institutions”) to this Agreement. Consortium Leader will verify that Consortium Institution is an eligible institution within their country and will provide Consortium Institution will a copy of their executed Agreement if requested.

At any time during the term of this Agreement, a Consortium Leader may authorize another institution to join the Network by signing the Addendum provided in Exhibit G. Addendums must be signed by the Consortium Institution and the Consortium Leader, as well as Organization, to be considered fully executed. Any additional institution joining under the master Agreement will be bound to the same terms and conditions as the master Agreement, and will be provided the same Member benefits outlined in this Agreement (with the exception of perpetual use for the *Introduction to Psychology* course). The fee for each additional institution shall be determined by the fee schedule in Exhibit G.

## 2. Term and Termination.

2.1 The term of this Agreement shall commence on the Effective Date and shall continue in effect for the period outlined in Exhibit A, unless sooner terminated under the provisions of this Agreement. Thereafter, this Agreement may be renewed for subsequent terms upon the written mutual agreement of the parties. The Organization or Member may terminate this Agreement early in the event that the other party defaults in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days after written notice of such default.

## 3. Fees and Payments.

3.1 Membership Fees. Member shall pay the Organization a fee for the membership rights granted by this Agreement during the term of this Agreement. The fee schedule and fees paid by the Member are set forth in Exhibit A hereto.

## 4. Member Responsibilities.

4.1 While membership in the Network does not require that a Member actively participate, all members are encouraged to participate and sustain the Network in the following ways which include, but are not limited to:

- Contributing new course content and technology innovations to NROC
- Sharing supplemental content, software tools, simulations and games with Network members through the NROC library and Network
- Participating as reviewers, subject matter experts and evaluators for NROC and OCEP
- Designing, moderating and participating in online forums around specific issues
- Sharing and documenting development and teaching experiences with peers
- Acting as workgroup leaders on collaborative projects with other members
- Conducting an online presentation in an area of expertise and member interest
- Contributing a column or article to the Network
- Co-presenting related research at conferences with other Network members

- Using Network activities to support teaching and learning research projects
- Participating in Social Authoring Projects for new course development

All materials contributed to the Network shall be made available under the terms defined in the Creative Commons Deed in Exhibit A.

While all individuals from the Member's organization are encouraged to participate in the Network, as a condition of participation in the Network, each participant shall be required to agree to the terms of use of the Network as set forth in Exhibit A before being granted access.

5. General.

5.1 Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by certified mail, postage prepaid by telecopy, or by courier service, as follows:

Member

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

and to:

Monterey Institute of Technology  
 3 Beach Way  
 Monterey, CA 93940  
 Attn: Dr. Gary Lopez

Fax: (831) 642-0243

or to such persons as may be designated in writing by the parties, by a notice given as aforesaid.

5.2 Entire Agreement. This Agreement, including Exhibits, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.

5.3 Counterparts. This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original and said counterparts together shall constitute one and the same instrument.

5.4 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party may assign or transfer any rights under this Agreement except in connection with a sale or merger transaction involving substantially all of a party's assets.

5.5 Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.

5.6 Limitation of Liability and Remedies. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING

OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT TO RECOVER OR OBTAIN ANY RIGHTS IN OR TO THE INTELLECTUAL PROPERTY OF THE OTHER.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the Effective Date.

Member

By \_\_\_\_\_

Title \_\_\_\_\_

Institution \_\_\_\_\_

Monterey Institute of Technology

By  \_\_\_\_\_

Title Executive Director

**EXHIBIT A – INSTITUTION, SYSTEM OR CONSORTIUM MEMBERSHIP FEES**

**Total Fees due from Member \$ \_\_\_\_\_**

\_\_\_\_\_ \$25,000.00 USD for two-year agreement

\_\_\_\_\_ \$50,000.00 USD for five-year agreement

**FEE SCHEDULE**

The membership fees outlined above shall be payable to Organization as follows:

\$ \_\_\_\_\_ due \_\_\_\_\_

**CONTRACT TERM**

The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of \_\_\_\_\_ two ( 2 ) years. Thereafter, this Agreement may be renewed for subsequent one year terms upon the written mutual agreement of the parties.

**NROC NETWORK DISCOUNTS**

The Member (acting as Consortium Leader) will receive a discount of \$1,000 for each in-state Consortium Institution added under their Agreement. If Consortium Institutions are added after the payment of the Member's annual membership as noted in the Fee Schedule, any discounts will be applied to the Member's fees at renewal. For Charter Members with two-year agreements, discounts may be applied to payments scheduled for year two of the Agreement.

Annual membership fees cannot be reduced below 40% of the standard annual membership fee through the application of in-kind contributions or discounts.

## EXHIBIT A – CONTINUED - NETWORK CONTRIBUTION DISCLAIMER

All materials contributed to the Network shall be made available under the following Creative Commons Attribution-NonCommercial-ShareAlike 2.5 Deed. You may view the full terms of the Creative Commons deed at <http://creativecommons.org/licenses/by-nc-sa/2.5/legalcode>. This Creative Commons License applies only to the materials that individuals voluntarily contribute to the Network. Courses contributed by an institution to the NROC Library are covered under a separate Course Contributor Agreement.



Attribution-NonCommercial-ShareAlike 2.5

### You are free:

- to copy, distribute, display, and perform the work
- to make derivative works

### Under the following conditions:



**Attribution.** You must attribute the work in the manner specified by the author or licensor.



**Noncommercial.** You may not use this work for commercial purposes.



**Share Alike.** If you alter, transform, or build upon this work, you may distribute the resulting work only under a license identical to this one.

- For any reuse or distribution, you must make clear to others the license terms of this work.
- Any of these conditions can be waived if you get permission from the copyright holder.

**Your fair use and other rights are in no way affected by the above.**

## EXHIBIT B - NROC LIBRARY

Courses available in the NROC Library:

1. US History I
2. US History II
3. American Government
4. General Physics I (calculus-based)
5. General Physics II (calculus-based)
6. Introductory Physics I (algebra-based)
7. Introductory Physics II (algebra-based)
8. Introductory Calculus I
9. Introductory Calculus II
10. General Calculus I
11. General Calculus II
12. Environmental Science
13. AP Environmental Science
14. AP Physics B I
15. AP Physics B II
16. AP Physics C I
17. AP Physics C II
18. AP US History I
19. AP US History II
20. AP US Government
21. AP Calculus AB I
22. AP Calculus AB II
23. AP Calculus BC I
24. AP Calculus BC II
25. College Prep Physics I
26. College Prep Physics II
27. Algebra 1a
28. Algebra 1b

The Organization may add, but is not required to add, new courses to the NROC library at any time as courses become available. Additional courses are subject to all of the terms and conditions of this Agreement.

NROC Library courses are delivered on CD-ROM or DVD-ROM media. The NROC Library course content is delivered using Macromedia Flash, HTML and PDF files. In addition to these technologies, some courses may use QuickTime and Java.

The NROC Library course assessments are available in Respondus, IMS QTI, BlackBoard or WebCT formats.

NROC Library courses are available in archive formats that can be directly imported into WebCT or Blackboard CMS environment. Users of other CMS products or repositories can import course elements individually.

## EXHIBIT C – COURSE MANAGEMENT SYSTEM

Deploying the NROC Library on your Institution's servers requires a Course Management System and a Web Server OR a Course Management System that contains a Content Management System. Course Multimedia content is installed on your Web Server or Content Management System. Course instructions, assignments, activities and assessments are installed to your Course Management System.

Installing the entire NROC Library requires up to 8 gigabytes of storage space for multimedia content on your Web Server or Content Management System and at least 250 megabytes of storage space for course content on your Course Management System. Actual requirements are based on number of courses installed.

Describe the system you will use to deploy the NROC Library:

### CMS SPECIFICATIONS

- eCollege  
 AU+ or  eClassroom
- Blackboard  
Product Name:  
Software Version Number:
- WebCT  
Product Name:  
Software Version Number:
- Other (Please specify\*) \_\_\_\_\_  
Product Name:  
Software Version Number:

### WEB SERVER or CONTENT MANGEMENT SYSTEM SPECIFICATIONS

- Content Management System  
Product Name:  
Software Version Number:
- Web Server \_\_\_\_\_  
Product Name:  
Software Version Number:

The Organization does not endorse any specific CMS but does support the NROC library in Blackboard version 6.3, eCollege and WebCT version 4.1.

\* Using the NROC library in a CMS environment other than Blackboard, eCollege, or WebCT requires that courses be reassembled for the individual course assignments, activities, and assessments. If Member chooses to assemble the courses themselves in their own CMS, all necessary files will be provided as outlined in Exhibit B.

If a Member desires to have the Organization reassemble the library into their CMS environment, the Organization's standard fee for custom conversion work is \$150/hour. Since each installation is unique, a Statement of Work will be completed after a thorough evaluation of the work needed. Provided, however, in no event will Organization be required to perform or Member be required to pay for any such work unless it is documented in a written amendment to this Agreement that is executed by authorized officials of both parties



that includes the aforementioned Statement of Work and documentation of all of Organization's fees to perform such work.

## **EXHIBIT D - INSTALLATION AND TECHNICAL SUPPORT**

Each Member may specify two individuals who shall be the point of contact for all technical issues.

Installation and technical support is available via email ([techsupport@montereyinstitute.org](mailto:techsupport@montereyinstitute.org)) or through our Network community website ([www.nrocnetwork.org](http://www.nrocnetwork.org)) to each Member within the first 120 days of the term of the Agreement. Any Technical support e-mail that Member sends to the above email address will be responded to by the Organization within 24 hours. If deemed necessary, three hours of free telephone support will be available between the hours of 9:00 a.m. and 5:00 p.m. Central Time Monday through Friday (excluding legal holidays). Additional hours of support are available at our standard technical support rate; provided, however, neither the Organization will be required to provide nor will Member be obligated to pay for any such additional hours of support unless such support and all of Organization's fees for such support are documented in a written amendment to this Agreement that has been executed by authorized officials of both parties.

In order to provide installation and technical support, each Member may be required to provide a login to their CMS environment that will allow the Organization's staff to access any technical issues they may encounter.

Technical support is only provided for issues involving the NROC Library and does not include support for hardware, network, operating system or computer issues related to the Member's CMS, instructors or student end-users.

If Member is reassembling the courses into a proprietary CMS, three hours of installation and technical support will be provided by the Organization as outlined above. Additional support will be billed at our standard support rate, but only if the Organization and Member enter into a written amendment to this Agreement that has been executed by authorized officials of both parties which specifies such technical support and all of the Organization's fees to provide that support.

### **CONTENT SUPPORT**

Members may report any content issues they find to the Organization via email or the Network community site at any time. These issues will be addressed by the Organization as quickly as is commercially reasonable. Members will be notified by the Organization via email and/or through the NROC Network when the issue has been resolved.

### **CONTENT UPDATES**

Content updates are available on a semi-annual basis and will be made available by the Organization to Member through downloads on Organization's website, via CD-ROM, or through the NROC Network.

## **EXHIBIT E - NROC COURSE LIBRARY END USER REQUIREMENTS**

### **Windows Users**

#### Required Software:

- Operating System: Microsoft Windows 98 or higher
- Browser: Microsoft Internet Explorer 5.5 or higher OR Netscape 7 or higher (JavaScript and cookies must be enabled)
- Acrobat Reader 5 or higher
- Flash Player 6 or higher

Note: QuickTime Version 6 or higher and Java 2 Runtime Environment (J2RE), are required to use the Environmental Science course

#### Recommended Hardware:

- Processor: 400 MHz Pentium III or higher
- Memory: 256 MB or more
- Monitor: Support for 1024 x 768 pixel resolution and 16-bit high color
- Audio: Sound card and speakers or headphones

#### Internet Connection:

- A high-speed Internet connection such as DSL or Cable Modem is highly recommended

### **Macintosh Users**

#### Required Software:

- Operating System: OS 9.1 or higher
- Browser: Microsoft Internet Explorer 5.2 or higher OR Safari 1.2 or higher (JavaScript and cookies must be enabled)
- Acrobat Reader 5 or higher
- Flash Player 6 or higher

Note: QuickTime Version 6 or higher and Java 2 Runtime Environment (J2RE), are required to use the Environmental Science course

#### Recommended Hardware:

- Processor: Macintosh G3 or better
- Memory: 256 MB or more

#### Internet Connection:

- A high-speed Internet connection such as DSL or Cable Modem is highly recommended

## NROC Course Library Server Requirements

### Web Server

The NROC Library courses can be delivered using a standard HTTP web server like Internet Information Server with no special port or firewall requirements. Additional hosting requirements will be driven by the selection of a course management system and its particular deployment requirements. As a practical matter, because of the security models used within browsers and issues involved in cross-domain communication, it is generally helpful for the learning management system and the courseware to be hosted on the same machine, or at least from within the same domain.

### Storage Requirements

Course storage requirements are approximately 8 Gigabytes for all the courses in the NROC library. Stage requirements for individual courses are shown in the table below.

### Requirements per course

US History Semester 1	655
US History Semester 2	640
American Government	375
Introductory Physics I	245
Introductory Physics II	150
General Physics I	150
General Physics II	85
Environmental Science	675
Introductory Calculus I	220
Introductory Calculus II	110
General Calculus I	265
General Calculus II	210
AP History Semester 1	655
AP History Semester 2	640
AP Government	370
AP Physics B Semester 1	250
AP Physics B Semester 2	150
AP Physics C Semester 1	140
AP Physics C Semester 2	85
AP Environmental Science	670
AP Calculus AB Semester 1	220
AP Calculus AB Semester 2	110
AP Calculus BC Semester 1	260
AP Calculus BC Semester 2	200
College Prep Physics Semester 1	160
College Prep Physics Semester 2	225
Algebra 1A	200
Algebra 1B	165
	8280

## EXHIBIT F – TERMS OF USE FOR THE NROC LIBRARY

### 1. Grant of Rights.

1.1 The Organization hereby grants to Member the nonexclusive right and license to make available the NROC Library materials described on Exhibit B attached hereto and to distribute the NROC Library to Member's enrolled students subject to the following restrictions:

(a) NROC Library Distribution. Member shall make the NROC Library available for access by its enrolled online and remote learning students and staff only through its own CMS environment or a CMS environment provided by third party as described in Exhibit C. The NROC Library may not be accessed through, linked to or posted on third party websites without the prior written consent of the Organization. Member does have the right to distribute NROC courses to their enrolled users on CD/DVD if bandwidth limitations prevent the user from accessing the course online. No other means of access to the NROC Library may be made available without the prior written consent of the Organization.

Organization grants the Member the right to use NROC content in the development of hybrid courses that utilize a combination of online and classroom instruction, for classroom presentations, tutorials, and in campus computer labs.

(b) Third Party Distribution. Distribution of the NROC Library to third parties for re-distribution is strictly prohibited without the prior written consent of Organization.

(c) Content Revision. Member may utilize the NROC Library in their present form and/or revise or adapt the course content to meet Member requirements, provided, that Member may make structural or organizational changes to a course, but may not alter the course multimedia files. In the event that the Member desires to revise and/or adapt the course content multimedia files in any way, Member agrees to notify the Organization in writing of the desired revisions and obtain the Organization's prior written consent to such revisions, such consent not to be unreasonably withheld.

(d) Additional Courses. The list of courses contained in the NROC Library covered by this Agreement may be amended by mutual written consent of the parties. The Organization may add, but is not required to add, new courses to the NROC library at any time as courses become available.

(e) Rights Reserved to Organization. Except as expressly authorized in this Agreement, this grant of rights to Member does not include the right to sell, transfer, license or distribute the NROC Library in any other format, context, manner or means or for any other purpose not specifically authorized in this Agreement without the Organization's prior written consent. All rights not expressly granted to Member in this Agreement are reserved to Organization. Organization retains the right to enter into third party NROC Library distribution arrangements at any time during the term of this Agreement.

1.2 Within thirty (30) days of the Effective Date, the Organization shall make the NROC Library content files available to Member on master CD/DVD media or directly through Member's CMS service provider. The NROC Library shall substantially conform to any format and specification described in Exhibit B.

1.3 Organization agrees to make available to Member any updates to the NROC Library, as such may be developed from time to time during the term of this Agreement. These updates will substantially conform to the specifications outlined in Exhibit D.

### 2. Termination.

2.1 Member accepts the responsibility for insuring the NROC Library, including all course multimedia files and CMS course content, as well as all revised/adapted content, is removed from Member's or Member's Service Provider CMS environment or servers at the expiration or termination of this Agreement.

### 3. Warranty: Installation and Support.

3.1 The Organization warrants that it owns and/or has all the necessary rights to license the NROC Library to Member in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Library.

3.2 Except for the foregoing, Member agrees that the NROC Library is delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Library delivered to Member under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Member for the NROC Library whose license, use, or other employment gives rise to the liability.

3.3 Member will install and host the NROC Library in the CMS environment(s) approved by Organization and described in Exhibit C. Organization will assist Member in accordance with the terms described in Exhibit D, with additional customer support billed at Organization's standard consulting rates; provided, however, the Organization will have no obligation to provide, and Member will have no obligation to pay for, such additional customer support unless documented in a written amendment to this Agreement executed by authorized officials of both parties.

### 4. Intellectual Property.

4.1 All ownership, copyrights, trademarks and other rights in the NROC Library ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties during the term of this Agreement shall belong to the Organization or its licensors. Member may incorporate the NROC Library into Member branded courses but shall include notices on the course splash screen of the NROC Library or any portion of the NROC Library distributed by Member or made accessible by Member in the form of:

"Copyright (year) (specify Course Developer). All Rights Reserved"

and in the form of

"Portions of the content made available through The National Repository of Online Courses (NROC)".

Member shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Library or any reference to the NROC Library. If Member's use of the Intellectual Property is improper, Member will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Member's products and services utilizing the Intellectual Property under this Agreement.

4.2 Each party shall defend and indemnify the other, its directors, officers, employees, agents and representatives from any liability and expense (including reasonable attorneys' fees) imposed upon the indemnified party as a result of any claim arising out of the acts or omissions of, or breach of any representation or warranty hereunder by, the indemnitor under this Agreement and including all costs, expenses and damages incurred or suffered by the indemnified party in connection therewith; provided that the party seeking

indemnification shall promptly notify the other of any such claim, and permit such other party to control the defense or resolution thereof, and the party seeking indemnification shall fully cooperate with the other in connection therewith. In the event that the NROC Library or any portion thereof is held in such a suit or proceeding to infringe a third-party copyright or other proprietary right, Organization shall, at its sole option and expense (1) procure the right to continue using the NROC Library or portion thereof or (2) replace the same with non-infringing content.

4.3 All copyrighted content developed by the Member or the Members employees, will be retained by the Member and will not be included in the Organization's courses without express written consent of the Member.

## 5. Member Responsibilities.

5.1 Should Member desire to make changes to the NROC Library course multimedia files, Member may contract with the Organization at the Organization's standard consulting development rates for such services; provided, however, the Organization shall not be required to perform any such work and Member shall not be required to pay Organization's rates for such work unless such a contract has been signed by authorized officials of both parties. Any revisions done by Member must be performed with Organization consent and shall be performed at Member's sole cost and expense. Member shall deliver to Organization on master CD/DVD media a copy of all revisions to the NROC Library multimedia files developed by Member.

5.2 As a condition of this contract, Member agrees to provide to the Organization data relevant to usage of the NROC library. This data may include, but not be limited to, number of faculty and students using the NROC content, list of the NROC course titles being used, etc. All data provided to Organization shall be user anonymous and will be treated as confidential information.

6. Dispute Resolution Procedure. The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in San Francisco, California, subject to the arbitration Rules of the American Arbitration Association. The arbitration shall be before a single arbitrator if the parties can agree on a single arbitrator, and if they cannot agree, then the arbitration shall be before a panel of three arbitrators mutually selected by the parties or, if no agreement is reached, then under the Arbitration Rules of the American Arbitration Association, except that the Arbitrators shall be selected by alternately striking names from the panel of five arbitrators designated by the American Arbitration Association. The arbitrator shall have the authority to grant any relief authorized by law. The arbitrator shall not have the authority to modify, change or refuse to enforce the terms of this Agreement. The prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the dispute and arbitration. The arbitration hearing shall be transcribed. Arbitration shall be the exclusive final remedy for any dispute between the parties.

**EXHIBIT G**

**ADDENDUM TO NROC NETWORK MEMBERSHIP AGREEMENT**

THIS ADDENDUM ("Addendum") TO THE NROC NETWORK MEMBERSHIP AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date") by and between the Monterey Institute for Technology and Education, a 501(c)3 non-profit California Corporation (the "Organization") with offices located at 3 Beach Way, Monterey, CA 93940 and \_\_\_\_\_ ("Consortium Institution") with offices located at \_\_\_\_\_.

Whereas, Organization and Corporacion Universitaria para el Desarrollo de Internet (CUDI) ("Member") entered into a written NROC Network Membership Agreement dated \_\_\_\_\_ (the "Agreement"), granting Member certain rights under the Agreement;

Whereas Member agrees to serve as Consortium Leader under the terms defined in the Agreement and has provided Consortium Institution will a copy of the fully executed Agreement;

Whereas, Member wishes to include Consortium Institution under the terms of the aforementioned Agreement;

Whereas, Consortium Institution desires to be included in the Agreement, certifies that Consortium Institution is an eligible institution within the Member's home country, and agrees to abide by the terms of the aforementioned Agreement;

Whereas, Organization acknowledges that Consortium Institution will be bound to the same terms and conditions as the master Agreement, and will be provided the same Member benefits outlined in the Agreement (with the exception of perpetual use for the *Introduction to Psychology* course);

Now, therefore, the parties hereto agree as follows:

**MEMBERSHIP FEES:**

**Total Fees due from Consortium Institution \$ \_\_\_\_\_ (based on FTE category)**

Consortium Institution Annual Membership Fees are based on the categories below:

FTE Less than 3,000	\$3,000
FTE 3,000-4,999	\$4,000
FTE 5,000-9,999	\$5,000
FTE 10,000-14,999	\$6,000
FTE 15,000-19,999	\$7,000
FTE 20,000 plus	\$8,000

*\*\* The membership fees noted include installation and customer support for the Consortium Institution per the terms of the master NROC Network Membership Agreement.*



**FEE SCHEDULE**

The membership fees outlined above shall be payable to Organization as follows:

\$ \_\_\_\_\_ due \_\_\_\_\_  
\$ \_\_\_\_\_ due \_\_\_\_\_

**CONTRACT TERM**

The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement may be renewed for subsequent one year terms upon the written mutual agreement of the parties.

Except for the foregoing addendum and revision, in all other respects, the terms and conditions of the Agreement shall continue in full force and effect to bind the parties. To the extent that anything in the Agreement conflicts with the foregoing addendum and revision, the foregoing addendum and revisions will control the relationship of the parties.

If any provision of this Addendum shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all other provisions of this Addendum shall not in any way be affected or impaired. Capitalized terms in this Amendment shall have the same meaning and definition set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed, as of the Effective Date.

Consortium Institution

Consortium Leader

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Institution \_\_\_\_\_

Institution \_\_\_\_\_

Monterey Institute for Technology and Education

By \_\_\_\_\_

Title \_\_\_\_\_