eCornell

Block Course Enrollment Agreement

This Agreement is entered into on this 21th day of December 2020 ("Effective Date"), between Cornell University, on behalf of External Education/eCornell (in such context, "eCornell") and Texas Railroad Commission ("Client"), and governs the provision of certain instructional services, constituting the specified courses and programs (as hereinafter defined), to certain employees of Client ("Employees").

1. Program Courses and Enrollment

    a. The available Courses offered by eCornell to the Client's employees ("Employee") are listed at http://www.ecornell.com/corporate-programs/corporate-course-list/ ("Courses"). Courses on this list demarcated with an asterisk are non-standard and involve special pricing as outlined in Section 2.b. Client will be provided written notice of any additions or modifications to this list during the term of this Agreement and such changes will be reflected at this web address.

    b. eCornell will provide Client with one (1) Co-branded Enrollment Portal(s) for departmental or program purchased blocks of enrollments. Onboarding sessions will be provided for the Client administrator(s).

    c. eCornell will provide Client with one (1) Co-branded Credit Card Enrollment Portal for Employee enrollment.

    d. A course enrollment ("Course Enrollment") is defined as the registration of one person into one eCornell Course offering.

    e. Each Employee authorized by Client to enroll in a Course under this Agreement shall be required to review and accept eCornell's privacy policy (http://www.ecornell.com/privacy-policy/) and shall be subject to the requirements of eCornell respecting participation in each such Course, including the right of eCornell to establish and enforce pre-requisites for enrollment in any specific Course and to terminate the enrollment of any Employee for failure to abide by the established eCornell terms of use and any other applicable requirements.

    f. All Course Enrollments are to be registered within 12 months from Effective Date. Client will forfeit any unused Course Enrollments not registered by this date. An 18-month schedule of course dates will be provided to Client.

    g. After registration, an Employee may request to transfer or drop out of a Course provided that this request is received by 5pm Eastern Time (US) the business day prior to the registered Course start date. Any request received after the registered Course start date will not be accepted and the registration will count as a utilized Course Enrollment.

2. Pricing and Payment

    a. Client agrees to pay a non-refundable Fee of **$20,780.65USD** for **(55)** eCornell Course Enrollments. This Fee shall be paid in full in advance and shall be invoiced upon the execution of this Agreement.

    b. Client may purchase non-standard eCornell Course Enrollments via credit card transactions on co-branded portal at the following preferred rates during agreement term:
        i. Executive Presence (CAS501): $2266.98 USD/course (**NOTE:** Price of this course is 6 (six) x the current standard seat rate as outlined in this agreement.)
        ii. PHR Prep Course (PHR002): $650USD/course
        iii. Plant-Based Nutrition Courses (CNS601, CNS602, CNS603): $336USD/course

    c. All payments required under this Agreement shall be made within thirty (30) days of the rendering of an invoice by eCornell. Any unpaid and undisputed balance remaining after the thirty (30) days may be subject to a finance charge equal to 3% per month with a minimum of $15 per month and/or suspension of Client access to register for eCornell courses through Client's Partner Registration Site(s). Failure to timely pay after notice of such failure and a thirty (30) day period in which to cure shall be considered a material breach of this Agreement.

    d. Client will notify eCornell within ten (10) days after the invoice date if there is a dispute about the invoice.

    e. Client is responsible for providing complete and accurate billing and contact information to eCornell and notifying eCornell of any changes to such information.

    f. Client may purchase a private course cohort (Client Employees only) for $4,500.00 in addition to the fees paid for the required number of course enrollments. Once scheduled, a Client may cancel or adjust the start date of the cohort with thirty (30) or more days notice prior to the scheduled start date. Client will forfeit the private course cohort fee if canceled within thirty (30) days of the scheduled start date. eCornell is not required to accept any adjustments to the start date within thirty (30) days of the original scheduled start date.

3. Term and Termination

Effective Date and shall remain in effect twelve (12) months from Effective Date.

b. Either party may terminate this Agreement prior to the expiration of the applicable term if the other party fails to comply with material provisions of this Agreement and such default has not been cured within thirty (30) days after delivery of written notice to the party in default.

c. Upon termination by Client for material breach by eCornell, Client will be refunded for any unused Course Enrollments remaining to the extent any such fees have already been paid by Client. Upon termination by eCornell for material breach by Client, all unpaid fees are immediately due and payable, and any fees paid are non-refundable.

d. Client may purchase additional Course Enrollments during the term of this Agreement at the rate of $**377.83 USD**. Additional Course Enrollment purchases are subject to a 5 *(five)* Course Enrollment minimum and will be available until the end of the Agreement contract term or six (6) months from the date of invoice, whichever is greater.

4. Confidentiality

a. The term "Confidential Information" includes: (a) the terms of this Agreement and (b) all information disclosed by one party or its employees (the "Disclosing Party") to the other party (the "Receiving Party") pursuant hereto, whether tangible, intangible, written, oral, or in any other form, that, at the time of disclosure, is either marked "confidential" or "proprietary" or is of a nature such that the Receiving Party reasonably should know that the Disclosing Party would want such information kept confidential.

b. The Receiving Party shall maintain all Confidential Information in confidence using no less than the same degree of care that it uses to maintain its own confidential information, but not, in any event, less than a commercially reasonable degree of care. Such Confidential Information shall remain the property of the Disclosing Party and shall not be given or disclosed to any third party unless for the purpose of complying with any law without Disclosing Party's prior written consent. Receiving Party shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

5. Other Terms

a. eCornell represents and warrants that in connection with this Agreement and the services provided hereunder, it does and will comply with any and all applicable privacy laws and regulations and the Courses provided by eCornell shall not infringe any patents, copyrights, or other intellectual property rights of third parties.

b. Cornell will own and retain the intellectual property rights in the materials.

c. With the exception of internal corporate communications by Client to employees regarding eCornell programs, any use by or on behalf of Client of the name of Cornell University and/or eCornell and/or the names of any of Cornell University's colleges, schools, divisions, units, departments or programs shall be subject to prior written consent. Upon the written request of Client, eCornell will report upon the status of the enrollment of each Employee, including whether and when each such Employee successfully completes each Course in which he or she is enrolled, provided that Client shall have required as a condition of enrollment in the Courses that each such Employee expressly authorize eCornell to provide such information.

d. Client may assign this Agreement in whole or in part to a subsidiary or affiliate, without the prior approval of eCornell.

e. All notices required hereunder shall be in writing and sent by regular and/or electronic mail to the names and addresses provided below of the parties executing this Agreement.

f. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to conflict of law principles thereunder. Any claims suits, actions or proceedings between the parties shall be brought in the state courts of Tompkins County or the State of New York, or any federal district court of competent jurisdiction.

g. Any changes to the Agreement must be in the form of an amendment signed by both parties.

Cornell University, on behalf of External
Education/eCornell, by

Lindsey Mullins
Lindsey Mullins (Mar 5, 2021 10:09 EST)

Name: Lindsey Mullins
Title: Sr. Director of Finance and Administration

Date: __Mar 5, 2021__/2020

950 Danby Road, Ste. 150
Ithaca, NY 14850
607-330-3200
lmullins@ecornell.com

Any written notices also
cc: accounting@ecornell.com

Texas Railroad Commission ("Client") by

DocuSigned by:

Wei Wang   2/3/2021
A320E7878B01444

Name: Wei Wang

Title: Executive Director

Date: _____/_____/2020

Address:

1701 N Congress Ave. Austin, TX 78701

Contact: 512-463-7068
Email Contact: wei.wang@rrc.texas.gov