SYNERGY EDUCATION HOLDINGS GROUP

Partner Kit · Legal Template

University Partnership Agreement

This is a template for informational and negotiation purposes only and does not constitute legal advice. Both parties should have this document reviewed by qualified counsel before signing.

1. Recitals

This University Partnership Agreement (this "Agreement") is entered into by and between Synergy University Education, LLC, d/b/a Synergy Education Holdings Group ("SEHG"), a Florida limited liability company, and the University identified in the signature block below (the "University"), an institution of higher education, effective as of the date of last signature below (the "Effective Date").

WHEREAS SEHG and the University have agreed that SEHG will perform the work and furnish services as described in this Agreement and any Statement of Work or Order Form issued under it (each, an "SOW"); and WHEREAS, the University wishes to offer workforce-aligned, credit- or non-credit-bearing programs to its students and community using SEHG's platform, curriculum, and AuthentIQ(TM) integrity suite, at no upfront cost to the University;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, the sufficiency of which is acknowledged, the parties agree as follows.

2. Definitions

- "Services" means the platform access, curriculum, adaptive-learning tools, AI Forensics, and AuthentIQ(TM) integrity suite made available by SEHG under this Agreement and any SOW, and, where requested by the University, integration of SEHG courses, assessments, and integrity tools into the University's learning management system — including Canvas, Blackboard, and D2L Brightspace — via industry-standard LTI (1.3) and API methods.
- "SOW" or "Order Form" means a document referencing this Agreement that specifies the scope, pricing, and start date of a particular engagement, and that is signed or otherwise accepted by both parties. Additional SOWs are incorporated into this Agreement only once approved by both parties in writing.
- "University Data" means data submitted to the Services by or on behalf of the University, including participant, student, or employee records as applicable.

3. Description of Services; No Guarantee of Results

SEHG will provide the Services to the University and will use commercially reasonable efforts to accomplish the goals set forth in this Agreement and any SOW. SEHG will use commercially reasonable efforts to maintain the availability and security of the Services, consistent with industry practice, but cannot guarantee particular enrollment, completion, or placement outcomes and will not be liable solely because a specified goal is not achieved.

SEHG will maintain and periodically update Course content to keep it current and functional. The scope, frequency, and manner of any such maintenance or update, including whether and when to revise, replace, or retire a given Course, is determined at SEHG's sole discretion.

4. Authorized Representatives; Subcontractors

Each party will designate an Authorized Representative to serve as the primary point of contact for matters arising under this Agreement, to attend status meetings as needed, and to provide timely information, decisions, and approvals reasonably required by the other party.

SEHG may engage subcontractors to perform any part of the Services, provided SEHG exercises the same care in selecting a subcontractor that it would use for its own operations and remains fully responsible for the Services and this Agreement's obligations regardless of subcontracting.

5. Term and Termination

This Agreement has an initial term of 3 year(s) from the Effective Date, automatically extending for successive one (1) year terms unless either party gives written notice of non-renewal at least 30 days before the then-current term ends. The parties will begin good-faith renewal discussions no less than six (6) months before the initial term ends.

Either party may terminate this Agreement and any outstanding SOWs immediately upon written notice of the other party's material breach, provided the breaching party has thirty (30) days from receipt of that notice to cure the breach.

Termination does not prejudice either party's rights to sums due or accrued before termination, or any claim that accrued before termination. Any provision expressly stated to survive termination survives for the period stated, and otherwise for three (3) years, except that confidentiality, limitation of liability, dispute resolution, and University Data obligations survive indefinitely.

SEHG will have up to 90 days from a notice of termination to transition currently enrolled participants to alternative programs. The University remains liable for fees accrued for enrollments through the date of termination and has no other liability, including no liability for costs associated with the termination.

6. Assignment

Neither party may assign this Agreement without the other party's prior written consent, not to be unreasonably withheld, except that no consent is required for an assignment to a successor in a merger, acquisition, or sale of substantially all assets, provided the assignment is not to a direct competitor of the other party.

7. Fees; Revenue Share

There is no upfront fee, license fee, or platform cost payable by the University under the revenue-share model. Net profit generated from enrollments under this Agreement will be split 70% to SEHG and 30% to the University, settled quarterly, within forty-five (45) days of each calendar quarter's end. Under this model, SEHG is responsible for handling all enrollments, marketing, and lead generation. As an alternative, where the University elects to handle all enrollments, marketing, and lead generation itself, the University may instead license SEHG's content and platform for a fixed annual fee specified in the applicable SOW, in lieu of the revenue share.

SEHG will maintain records sufficient to verify the revenue split and will provide the University a reconciliation statement with each settlement. The University may audit those records, at its own expense and on reasonable notice, no more than once per calendar year.

8. Intellectual Property; Proprietary Rights

Faculty-authored curriculum content and University trademarks remain the sole property of the University. SEHG retains all right, title, and interest in the SEHG platform, adaptive-learning engine, AI Forensics, and AuthentIQ(TM) integrity suite, and any improvements thereto.

University shall not copy, reuse, reverse-engineer, or create derivative works based on SEHG's course materials, platform, or methodology.

9. Data Protection and Compliance

- Student data will be handled in compliance with the Family Educational Rights and Privacy Act (FERPA) and the University's own data-governance policies. SEHG will maintain SOC 2 (Type II)-aligned security controls for the platform and will pursue and maintain SOC 2 examination as the platform matures. The parties may specify in an applicable SOW any categories of University Data that SEHG is not permitted to store or process, and SEHG will not collect or retain such restricted data.

- SEHG will notify the University within seventy-two (72) hours of discovering any unauthorized access to student data.

10. Confidentiality; Announcements

Each party's confidential information disclosed in connection with this Agreement is governed by the parties' Mutual Non-Disclosure Agreement, or, if none has been executed, by confidentiality terms no less protective than those customary for agreements of this type. Neither party will issue a public statement about this Agreement's existence or terms without the other party's prior consent, except as required by law.

A breach or threatened breach of this Section will cause irreparable harm for which there is no adequate remedy at law, entitling the non-breaching party to seek injunctive relief in addition to any other available remedy.

11. Amendment and Waiver

This Agreement may be amended only by a written instrument signed by both parties, and no provision may be waived except in a signed writing. No waiver of one breach is a waiver of any other breach.

12. University's Obligations

- Cooperation. The University will cooperate in good faith to carry out this Agreement, including participating in meetings scheduled under an SOW.
- Response Times. The University will review and respond to SEHG's requests for feedback or additional information within 5 business days; if it does not respond in that time, SEHG may treat the request as approved.
- Content and Brand Approval. Any approval the University must give over the content or appearance of marketing materials using its brand may be withheld in the University's sole discretion; once approved, that content may be reused in similar media without further approval unless the University withdraws approval on reasonable notice. Marketing content not addressed within 5 business days is deemed approved.

- Vendor Non-Circumvention. The University will not hire, solicit, or contract directly with any SEHG employee, contractor, or instructor, or with any vendor or subcontractor introduced by SEHG, without SEHG's prior written consent, during the term and for 12 months after termination.
- Compliance with Laws. The University will comply with all laws, regulations, and accreditation or licensing requirements applicable to its own operations.

13. Independent Contractors

Each party is an independent contractor. This Agreement does not create a partnership, joint venture, or agency relationship, and neither party may bind the other.

14. Representations and Warranties

Each party represents that (a) this Agreement, once executed, is a valid and binding obligation enforceable against it, (b) performing it will not conflict with any other agreement or law by which it is bound, and (c) it has the corporate power and authority to enter into and perform this Agreement, is in good standing in its jurisdiction of organization, and the person signing below is duly authorized to do so.

Except as expressly stated in this Agreement, the Services are provided "as is," and SEHG disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

15. Indemnification

SEHG will indemnify, defend, and hold the University harmless from third-party claims that SEHG's software, Services, or methods infringe a third party's intellectual property rights.

The University will indemnify, defend, and hold SEHG harmless from third-party claims that the University's marks or content used in the Services infringe a third party's rights, that arise from a violation of privacy law by the University, or that are brought by a participant/student for damages, loss, or injury not caused by SEHG.

Each party will give prompt notice of any claim; the indemnifying party controls the defense and settlement, subject to the other party's reasonable approval. Before seeking indemnification, each party will first look to, and diligently pursue, its own applicable insurance coverage.

16. Limitation of Liability

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY, WILLFUL MISCONDUCT, OR FRAUD, NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT IS CAPPED AT THE GREATER OF (A) THE FEES PAID OR PAYABLE TO THE APPLICABLE PARTY IN THE TRAILING TWELVE (12) MONTHS, OR (B) FIFTY THOUSAND DOLLARS ($50,000).

Nothing in this Section limits either party's liability for personal injury, death, or tangible property damage it causes, or for its own negligence or willful misconduct.

17. Force Majeure

Neither party (other than for payment obligations) is liable for a failure to perform caused by events beyond its reasonable control, including acts of God, war, pandemics, or failure of third-party infrastructure, provided it gives prompt notice and makes commercially reasonable efforts to resume performance. If such an event prevents substantial performance for more than 45 days, either party may terminate this Agreement on written notice, with no further liability except as already accrued.

18. Dispute Resolution

The parties will attempt in good faith to resolve any dispute arising under this Agreement through direct negotiation between their Authorized Representatives within thirty (30) days of written notice describing the dispute. If unresolved, the dispute will be submitted to binding arbitration administered by the American Arbitration Association in Palm Beach County, Florida, except that either party may seek injunctive relief in a court of competent jurisdiction. Each party bears its own legal fees and costs in any arbitration.

19. Non-Interference and Non-Circumvention

During the term and for 12 months after, neither party will hire, solicit, or engage (as an employee, contractor, or otherwise) a person who provided services or had material interactions with the other party's personnel in connection with this Agreement, other than through a general public job posting not targeted at that person.

20. Third-Party Beneficiaries

Nothing in this Agreement, express or implied, confers any right, benefit, or remedy on anyone who is not a party to it.

21. General Provisions

- Entire Agreement. This Agreement, together with any Order Form or Statement of Work incorporated by reference, is the entire agreement between the parties regarding its subject matter and supersedes all prior discussions.
- Amendment. This Agreement may be amended only by a written instrument signed by both parties.
- Assignment. Neither party may assign this Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets, provided the assignee assumes all obligations hereunder.
- Severability. If any provision is held unenforceable, the remaining provisions remain in full force and effect, and the unenforceable provision will be reformed to the minimum extent necessary to make it enforceable.
- Waiver. No waiver of any provision is effective unless in writing and signed by the waiving party; no waiver of one breach is a waiver of any other breach.
- Counterparts; Electronic Signature. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original.
- Notices. Notices under this Agreement must be in writing and delivered to the addresses set forth in the signature block below, or such other address as a party designates in writing.
- Governing Law. This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any dispute arising out of this Agreement will be resolved by binding arbitration administered by the American Arbitration Association in Palm Beach County, Florida, except that either party may seek injunctive relief in a court of competent jurisdiction.

Signatures

Synergy University Education, LLC	**University**
Signature: _______________________	Signature: _______________________
Name:	Name:
Title:	Title:
Date:	Date: