



Quality Matters IYOC Training License Addendum for Higher Education Systems

ADDENDUM TO PROGRAM SUBSCRIPTION AGREEMENT

This addendum is made to the Quality Matters Higher Ed Program System Subscription Agreement ("Agreement") in effect from May 28, 2021, by and between (i) QM Quality Matters (QM), whose address is 1997 Annapolis Exchange Parkway, Suite 300, Annapolis, Maryland 21401, and (ii), Texas A&M University System ("Subscriber").

This addendum extends the current executed Agreement to include a *training license* for the Quality Matters "Improving Your Online Course" workshop, which is owned and administered by QM and which will be included as part of the QM Materials covered in the Agreement. All other parts of the Agreement are in force, including Term, Warranty, Liability and Confidentiality. This additional license and associated fees are provided to the Subscriber during the term of the Agreement at the current discounted fee shown on the attached Addendum Exhibit.

TRAINING LICENSE TERMS FOR THE QUALITY MATTERS "IMPROVING YOUR ONLINE COURSE" WORKSHOP

1. QM "Improving Your Online Course" Training License. QM hereby grants to Subscriber a nonexclusive, nontransferable, limited license during the Term, to deliver QM's "Improving Your Online Course" workshop (the "IYOC Workshop") to all Subscriber's Authorized Users, in accordance with all of the terms and conditions specifically applicable to Subscriber and its Affiliates' delivery of the IYOC Workshop. As between the Subscriber and its Affiliates, the license to deliver QM's IYOC Workshop is granted solely to the Subscriber which may, in its discretion, elect to provide such IYOC Workshops itself, or to authorize any or all of its Affiliates to deliver the IYOC Workshop, in accordance with all of the terms and conditions of this Agreement, including the following additional terms and conditions specifically applicable to Subscriber's delivery of the IYOC workshop.

1.1 Certification. Only Subscriber and its Affiliates' employees designated by Subscriber or QM-approved designees who have successfully completed one or both of the following QM Facilitator certification courses and who maintain certification as an authorized QM Certified Facilitator by participating in QM Facilitator refresher and update courses and by otherwise complying with all of the QM Certified Facilitator eligibility requirements may deliver the IYOC workshop:

1.1.1 Face-to-Face. A Subscriber's employee and/or (if authorized by Subscriber) its Affiliate's employee who has successfully completed the QM IYOC Face-to-Face Facilitator Certification course shall be provided electronic copies of the copyrighted IYOC workshop PowerPoint presentation for Independent (Subscriber-run or Affiliate-run) IYOC workshops to be used to deliver the Independent (Subscriber-run) IYOC workshop to participants who agree to QM's Participant Confidentiality and Limited License Agreement; and

1.1.2 Online. Subscriber employee and/or its Affiliate's employee who has successfully completed the QM IYOC Online Facilitator Certification course shall be provided upon Subscriber's request a section of the online IYOC workshop in which participants may enroll and with which the Certified Facilitator may deliver the Independent (Subscriber-run) IYOC workshop to participants who agree to QM's Participant Confidentiality and Limited License Agreement.

1.2 IYOC Workshop Training Materials.

1.2.1 Training License. Subscriber acknowledges and agrees that copyright and all other intellectual property rights in and to the IYOC workshop Training Materials are and shall remain the sole and exclusive property of QM. Subscriber and (if authorized by Subscriber) its Affiliates may utilize the proprietary IYOC workshop Training Materials during the Term, solely in the form and format QM makes available to Subscriber and solely for purposes of delivering the IYOC workshop training, as follows:

(a) Face-to-Face. Subscriber and its Affiliates must purchase the pre-printed workshop materials packet (the current IYOC training folder which includes the QM *HE Rubric Workbook for Higher Education*) at QM's then-current subscriber price for each participant in independent (Subscriber-run) IYOC workshops who sign QM's Quality Matters Participant Confidentiality and Limited License Agreement. Subscriber agrees that it shall always use the most-current version of the QM Materials.

(b) Online. Subscriber is hereby granted a nonexclusive, nontransferable license to access and use the interactive IYOC workshop Training Materials via the QM Software, solely for the purpose of providing professional development to its employees and other Authorized Users. Subscriber and its Authorized users shall use the QM registration process and IYOC workshop "shells" accessible via the QM Software, and shall not (i) copy or duplicate the IYOC workshop Training Materials except as expressly permitted herein, (ii) make the IYOC workshop Training Materials available for use by anyone other than an Authorized User enrolled in an IYOC workshop, (iii) use the IYOC workshop Training Materials for any purpose other than professional development of its Authorized Users; or (iv) cause or permit the reverse engineering, disassembly or decompilation of IYOC workshop Training Materials, or the development of any derivative works or other adaptation thereof.

1.3 Modifications. QM reserves the right to update, revise, enhance or otherwise modify the QM Materials, including the HE Rubric, QM Software, and QM Training Materials, and other aspects of the services provided by QM hereunder at any time and from time to time. Subscriber shall not modify or create any derivative works incorporating or adapted from the QM Materials, nor shall it permit its employees or other Authorized Users to do so.

1.4 Reporting Requirement. Subscriber and its Affiliates shall report to QM, within seven (7) days after the completion of any online IYOC workshop training and two (2) days after completion of any face-to-face training delivered hereunder, the name and contact information of all workshop participants. Such information shall be provided in the form and format required by QM.

3.7.5 Workshop Fees. Subscriber and any authorized Affiliate-delivered online IYOC workshops (using Certified Facilitators) will incur a per enrollee technology fee for the enrollment of participants in the online course shell provided by QM. See section 1.2.1 (a) for costs associated with materials for the F2F IYOC workshop.

3.7.6 Termination. Upon expiration or termination of this Agreement, Subscriber, its Affiliates and its Authorized Users shall cease performing the IYOC workshop and utilizing the IYOC workshop Materials to deliver QM training. Subscriber and its Affiliates may no longer use the QM logo to identify itself as a QM subscriber or in connection with workshops or training services whether similar to those licensed hereunder, or otherwise. Subscriber acknowledges and agrees that any use of the QM Marks other than authorized by QM and licensed to Subscriber hereunder would inevitably create a likelihood of confusion, deception or mistake among persons seeking authentic licensed QM training.

IN WITNESS WHEREOF, the parties hereto have executed this addendum as of the date first above written.

QM Quality Matters, Inc. (QM)

Signature: Yaping Gao
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Printed Name: Yaping Gao

Title: Senior Academic Director

Date: 9/22/2021 | 11:39:34 CDT

Texas A&M University System (Subscriber)

Signature: Jeff Zimmermann
E2BE2924E69547F...

Printed Name: Jeff Zimmermann

Title: Director, Procurement & Business Services

Date: 9/22/2021 | 09:07:55 CDT

EXHIBIT to IYOC Training License ADDENDUM

Quality Matters Subscription Fee Schedule

January 1, 2021

Quality Matters Higher Education IYOC Training License Addendum Fees		
1 Year License	\$1000.00 plus \$25 per affiliate	QM subscribers on System subscriptions
One-year license for: <ul style="list-style-type: none"> Unlimited* delivery of F2F HE IYOC workshop Unlimited* delivery of Online HE IYOC workshop 		

Materials		
IYOC Workshop Folders	\$ 20.00 each	QM subscribers with IYOC training license
Subscriber-delivered face-to-face IYOC workshops will purchase from Quality Matters IYOC workshop folders at the current rate of \$20 each for each participant. IYOC folders must be ordered at least two weeks in advance in order to avoid expedited shipping fees and arrive prior to the workshop date. Quality Matters is not responsible for orders placed later than two weeks prior to the workshop date.		

Fees		
Online IYOC Per Enrollment Technology Fee	\$ 25.00	Per participant fee for all subscriber-delivered online IYOC workshops

Professional Development		
Certification Courses	Rate	
Accelerated IYOC F2F Facilitator Certification <ul style="list-style-type: none"> Includes membership in QM Certified Facilitators users group and QM community. Prerequisite: Current Certified F2F Facilitator role	\$200	QM subscribers with IYOC training license Not available to non-members
Accelerated IYOC Online Facilitator Certification <ul style="list-style-type: none"> Includes membership in QM Certified Facilitators users group and QM community. Prerequisite: Current Certified Online Facilitator role	\$200	QM subscribers with IYOC training license

IYOC F2F Facilitator Certification <ul style="list-style-type: none"> Includes membership in QM-Certified Facilitators users group and QM community. Prerequisite: Successful completion of APPQMR + PRC	\$500	Direct pathway for those who are not already QM-Certified APPQMR F2F Facilitators
IYOC Online Facilitator Certification <ul style="list-style-type: none"> Includes membership in QM-Certified Facilitators users group and QM community. Prerequisite: Successful completion of APPQMR + PRC	\$500	Direct pathway for those who are not already QM-Certified APPQMR Online Facilitators

* Per terms and conditions of IYOC License HE Subscription Addendum