Letter of Agreement Between the
Society for Human Resource Management and
«School»

For Non-Credit Course Use
(☐ Unless this box is checked in which case use is for credit and Sections B4, B5 and B6 do not apply.)

This Agreement between the parties: Society for Human Resource Management (SHRM), 1800 Duke Street, Alexandria, Virginia 22314, and «School», «Address_Line_1», «Address_Line_2», «City», «State» «Zip» (the “Institution”), is effective January 1, 2010, and is made to set forth the terms and responsibilities of the parties for the use of SHRM® educational products by the Institution for the education of the Institution’s students.

In order to use the SHRM® educational materials for the courses checked at Section C below (the "materials"),

Section A

THE INSTITUTION AGREES TO:

1. Assure The Society for Human Resource Management (SHRM) of proper quality control by:
   a. Not substituting any subject matter content presented (that is deleting sections of the existing body-of-knowledge and substituting different information). Covering subject content in addition to and consistent with that covered in the program is allowed by SHRM and encouraged.
   b. Communicating to students that SHRM® materials are SHRM copyrighted documents licensed to them for their personal use only, and that the materials cannot be copied, distributed, resold or purchased at bookstores or online auction sites.
   c. Communicating to educational institution bookstores that resale of the SHRM® educational products is prohibited.
   d. Communicating to Instructors that SHRM Instructor materials are SHRM copyrighted documents licensed to them solely for the purpose of teaching courses to students which have paid for, or had paid for them, SHRM student materials for such course. The SHRM Instructor materials are purchased by the “Institution” as licensed property of the Institution with only the right to grant the license at Exhibit A hereto to Instructors. The “Institution” will acquire and keep on file a signed instructor license agreement(s) (Exhibit A) for each instructor who teaches any SHRM courses through the “Institution”. Submitting a copy of the signed instructor license agreement(s) upon request to SHRM.
   e. Understanding that SHRM through Holmes Corporation is the sole source distributor of the materials mentioned in this agreement and the Institution must purchase at least one set of Instructor materials for each SHRM course.
   f. Ensuring that instructor qualifications meet the academic standards set by the accredited Institution. We also recommend that the instructor be PHR or SPHR certified when teaching the SHRM Learning System course or GPHR certified when teaching the SHRM Global Learning System course with at least ten (10) years HR practitioner experience.
g. Submitting requested course, instructor, and participant directory information to SHRM and Holmes Corporation in a timely manner.

2. In the first and subsequent course offerings, offer the course in a format that meets at least the suggested contact hours indicated at Section C below, twice per calendar year and market the program over and above the promotions provided by SHRM. Provide SHRM and Holmes Corporation with examples of the institution’s marketing of these programs each term.

3. Use only the camera-ready copy of the SHRM logo provided by SHRM, and adhere to the printing guidelines provided by SHRM, regarding the proper use of this logo, including ink color.

4. Properly use SHRM’s name “Society for Human Resource Management” in promotional literature and submit copies of Institution’s promotional literature for this course to SHRM and Holmes Corporation each time the course is offered.

5. Not make claims or assurances concerning the completion of course materials in terms of automatically qualifying for Human Resource Certification Institute (HRCI) certification or passing the HRCI certification exams. If SHRM Learning System® or SHRM Global Learning System is checked in Section C below, the only phrase SHRM authorizes to be used concerning HRCI exam preparation and the Learning System materials is as follows:

- “Course content reflects the general body-of knowledge tested by the Human Resource Certification Institute. This course of study will in no way guarantee or assure success on the HRCI exam. Students must use the most recent edition of the SHRM® educational products for this course, and are strongly advised not to use outdated materials.”

6. Not copy or reproduce any of the materials or to violate federal copyright legislation with respect to the materials.

7. Order and use one entire set of SHRM® educational materials for each person; assume the cost of registration, marketing, instructor fees and all other costs associated with course administration.

8. Purchase all materials from Holmes Corporation, 2975 Lone Oak Drive, Suite 180, Eagan, MN 55121-1553, (651) 905-2600 for educational institution group use only. Holmes Corporation is the sole source producer and distributor of the SHRM materials. The Institution also agrees to pay all shipping costs for program materials. If any course is taught outside the U.S. then all orders must be pre-paid in US Funds via wire transfer prior to shipping. In addition, all instructor materials will be purchased from Holmes Corporation. Unused materials must be returned in original condition within 30 days of course start date for a full refund. There are no franchise, license, or distributor fees associated with the use of these materials.

9. Provide instructors’ names, e-mail addresses, course dates and student rosters via EduNetCentral.com. This allows SHRM and Holmes Corporation to communicate and distribute any supplemental course materials directly to the instructors.

10. Not duplicate or distribute answer keys, and limit access of answer keys to the instructor only.

11. Conduct standard SHRM midterm and final evaluations each term the course is offered. Midterm evaluations are given half way through the course, final evaluations at the end of the last class session. Submit evaluations to SHRM or HC upon request.
12. If SHRM Learning System® and/or SHRM Global Learning System® are checked in Section C below, provide a Learning System and/or Global Learning System course roster(s) of students via EduNetCentral.com each term to assist in establishing pass/fail rates of the HRCI exams and in compiling normative data. This directory information is used for research purposes only and will remain confidential.

13. Grant continuing education units ("CEUs") or college credit based upon the Institution's own criteria, using the following wording somewhere on the form:

- “Awarded by «School» in partnership with the Society for Human Resource Management.”

14. Encourage study by minorities and females in compliance with federal and state equal opportunity legislation, to ensure that instruction is offered in a nondiscriminatory manner, and to recognize and respect the diversity of the students enrolled in the study program.

15. Provide facilities accessible to persons with disabilities, and make reasonable accommodations for persons with disabilities, in accordance with the requirements of the Americans with Disabilities Act and any applicable state or local law.

Section B

SHRM AGREES TO:

1. Provide materials by license through Holmes Corporation in an efficient, professional and non-discriminatory manner.

2. Assist the Institution, through Holmes Corporation's advice and counsel, to the extent SHRM deems necessary and feasible, in successfully implementing programs using the materials.

3. Update future editions of the program based on researched changes to the body-of-knowledge. Please note: no updated or revised editions will be provided to past participants.

4. Assist the Institution in marketing open enrollment offerings of the SHRM programs through periodic mention in SHRM publications, brochures, email blasts and SHRM website on a frequency deemed appropriate by SHRM.

5. Attempt to advise the Institution before entering into an agreement with any other educational institution within the general service area. Institution's market is defined by the following zip codes:

   «Zip_Codes»

No protected geographical areas will be guaranteed to any institution under this Agreement. If SHRM determines that the needs of all potential students cannot be met by a single institution in a given area, additional institutions may be sought.

6. Provide the Institution with mailing label data twice per year via EduNetCentral of all national SHRM members (exclusive of opt-outs) for the above-mentioned zip codes for the sole purpose of marketing open enrollment offerings of SHRM educational courses.

7. Supply the Institution with SHRM's camera-ready logo for promotional brochures to support marketing efforts for open enrollment offerings.
Section C

The Institution is approved to offer the following SHRM courses that are checked:

<table>
<thead>
<tr>
<th>APPROVED</th>
<th>COURSE NAME</th>
<th>PRICING</th>
<th>MINIMUM CONTACT HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>SHRM Learning System® (full service)</td>
<td>$850.00 for first set; $300.00 for each additional set</td>
<td>$425.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM Learning System® (no marketing)</td>
<td>$850.00 for first set; $300.00 for each additional set</td>
<td>$425.00 each</td>
</tr>
<tr>
<td></td>
<td>Online SHRM Learning System®</td>
<td>(same materials as classroom format)</td>
<td>$425.00 each</td>
</tr>
<tr>
<td></td>
<td>(check the box in Section D below)</td>
<td>$850.00 for first set; $300.00 for each additional set</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SHRM Global Learning System® (full service)</td>
<td>$850.00 for first set; $300.00 for each additional set</td>
<td>$425.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM Global Learning System® (no marketing)</td>
<td>$850.00 for first set; $300.00 for each additional set</td>
<td>$425.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM® Essentials of Human Resource Management Certificate Program (full service)</td>
<td>$300.00 for first set; $150.00 for each additional set</td>
<td>$195.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM® Essentials of Human Resource Management Certificate Program (no marketing)</td>
<td>$300.00 for first set; $150.00 for each additional set</td>
<td>$195.00 each</td>
</tr>
<tr>
<td></td>
<td>Online SHRM® Essentials of Human Resource Management Certificate Program (check the box in Section D below)</td>
<td>$300.00 for first set; $150.00 for each additional set</td>
<td>$195.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM® California Learning System (full service)</td>
<td>$345.00 each</td>
<td>$235.00 each</td>
</tr>
<tr>
<td></td>
<td>SHRM® California Learning System (no marketing)</td>
<td>$345.00 each</td>
<td>$235.00 each</td>
</tr>
<tr>
<td>□</td>
<td>Other:</td>
<td></td>
<td></td>
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</table>
Section D  
If this ☐ is checked, then Section D applies to your institution.

**ONLINE DISTANCE DELIVERY FORMAT OPTION:**
**THE INSTITUTION AGREES TO:**

1. Notify SHRM in advance, through the Holmes Corporation, each time the institution plans on offering the SHRM Learning System® course(s) online.

2. If the Institution is approved to offer the course online, offer the course in an online format that includes, at a minimum: the print-based SHRM educational materials; link to the learnhrm.com Web site which hosts Web-based pre-, post-, and module-specific exams and other resources; a course management home page; online syllabus and expectations; message board or other tool for online announcements; one primary course instructor; and instructor and student e-mail and Internet access.

3. Purchase and distribute one set of print-based SHRM educational materials for each participant in the course.

4. Communicate to all participants that SHRM owns the copyright of the SHRM educational online materials and that all federal copyright laws apply.

5. Provide SHRM, through the Holmes Corporation, the following information regarding this course so that we may audit the online course(s):

<table>
<thead>
<tr>
<th>Course Administrator</th>
<th>Instructor</th>
<th>Information Technologist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web address &amp; password so that we may access online course(s)</td>
<td></td>
<td></td>
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</tbody>
</table>

**SHRM AGREES TO:**

1. Provide, through the Holmes Corporation, print-based SHRM educational materials for the institution to distribute to each participant.

2. Provide, through the Holmes Corporation, a link to learnhrm.com which hosts Web-based pre-, post-, and module-specific exams and other resources.

3. Provide, through the Holmes Corporation, online activities and additional test questions, answers, and rationales in an electronic format to be used in conjunction with the SHRM online course(s).
Section E

BOTH PARTIES

1. In the event of any proceedings to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees incurred in connection with such proceedings.

2. The term of this Agreement is one (1) year from the date of signing, at which time the term will **automatically renew** for successive one year periods unless written notification of termination is given by either party no fewer than thirty (30) days and no more than ninety (90) days prior to the expiration of the term. Notification under this Agreement shall be made in writing by personal delivery or certified mail, return receipt requested to the attention of the below listed signatory of the other party at the address provided herein, (or at such other address as has been provided by written notification) and shall be deemed to have been received, if delivered, on the date of receipt of the delivery, and if mailed, on the date evidenced by the return receipt. Both parties have a right to cancel this contract within thirty (30) days of signing.

If there has been no purchase activity within a twelve-month period, then thereafter until such time as there is purchase activity, SHRM shall have the right to terminate this agreement on written notice to the Institution.

3. This agreement shall be governed by the internal laws of Virginia, without regard to choice of law principles. Any disputes concerning this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts in Virginia; and the parties hereby submit to the exclusive jurisdiction of the state and the federal courts in Virginia over any disputes concerning this Agreement and further agree that they are subject to jurisdiction in Virginia in any such dispute.

4. **Non-Assignability** – This agreement is personal in nature with respect to Institution and may not be assigned by Contractor.

5. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties, and supersedes any prior oral or written agreements concerning the subject matter hereof and may only be amended by a written agreement signed by both parties hereto.

Society for Human Resource Management  «School»

<table>
<thead>
<tr>
<th>Lisa Connell</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director, Professional Development</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Contact person for SHRM program(s) at your educational institution:

Name: ____________________________________________

Title: ____________________________________________

Phone Number: ______________________________________

Email: ____________________________________________
EXHIBIT A:
AGREEMENT FOR INSTRUCTOR MATERIALS

This Agreement is between the parties: «School» ("Institution") and ____________________________ ("Instructor").

Whereas the Society For Human Resource Management ("SHRM") is the exclusive copyright owner of the SHRM Instructor Materials defined below and has sold to «School» copies of such materials with the right of «School» to re-sell or otherwise provide a copy of such SHRM Instructor Materials to Instructor hereunder, but subject to the restrictions on use set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.) "SHRM Instructor Materials" as used in this Agreement include the following materials:

- [ ] SHRM Learning System®
- [ ] SHRM Essentials of Human Resource Management Certificate Program
- [ ] Online SHRM® Essentials of Human Resource Management Certificate Program
- [ ] SHRM Global Learning System®
- [ ] SHRM California Learning System®

2.) «School» hereby sells or otherwise provides to the Instructor one copy of the SHRM Instructor Materials, provided that Instructor may use such materials for the sole purpose of teaching the "Covered Course(s)" listed below for «School» and for no other purpose, and provided that such courses are courses for which SHRM is receiving a license fee from «School».

3.) The "Covered Course(s)" are as follows:

- [ ] SHRM Learning System®
- [ ] Online SHRM Learning System®
- [ ] SHRM Essentials of Human Resource Management Certificate Program
- [ ] Online SHRM® Essentials of Human Resource Management Certificate Program
- [ ] SHRM Global Learning System®
- [ ] SHRM California Learning System®

4.) Instructor acknowledges that SHRM is the exclusive copyright owner of the SHRM Instructor Materials and that Instructor will make no written or recorded translation of such materials, and will make no copies of such materials, or sell or otherwise distribute the original or any copies of such materials to any third parties, or use such materials for any purpose whatsoever other than for teaching the Covered Course(s) listed above for which SHRM is paid a fee by «School».

5.) Instructor hereby indemnifies «School» and SHRM against all losses either «School» or SHRM may incur, including without limitation reasonable attorneys' fees, as a result of the intentional violation of the terms of this Agreement by Instructor.

«School»
Name: ____________________________  Instructor Name: ____________________________
Title: ____________________________  Instructor Address: ____________________________

Signature: ____________________________  Signature: ____________________________
Date: ____________________________  Date: ____________________________