SERVICE AGREEMENT

Effective Date: Upon Execution

University: University of North Texas at Dallas (UNTD)

University Address: UNTD College of Law

████████████████

1901 Main Street
Dallas, TX 75201

Contractor: Barbri, Inc.

Contractor Address: 12222 Merit Dr., Suite 1340
Dallas, TX 75251

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Services: The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes

Completion Date: UNTD intends that the term of the contract resulting from this RFP shall be for four (3) years. Either party may terminate after year one without penalty by giving at least one-hundred-eighty (180) days' notice to the other party.

Compensation:

Academic Year	Estimated Number of Students	Cost per student per year*	Total
2018-2019	121	$ 950.00	$ 114,950.00
2019-2020	238	$ 960.00	$ 218,880.00
2020-2021	335	$ 970.00	$ 324,950.00

$ 658,780.00

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1.   Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2.   Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3.   Termination. University may terminate this Agreement at any time upon 180 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4.   Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to:

<div align="center">

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

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5.   No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6.   Property Rights. Contractor shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services.

7.   FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

8.   Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9.   Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10.   Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11.   Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12.   Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13.   Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14.   Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15.   Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

EXHIBIT "A"
SCOPE OF SERVICES

1. **Contractor shall provide the following Services:**

   1.1 Provide specific bar review instruction in the MBE, MPT, Procedure and Evidence, and the Texas essays portion of the Texas Bar Exam.

   1.2 Provide appropriate diagnostic bar assessment for students in the form of knowledge-based, multiple-choice questions, as well as application-based, multiple-choice questions, and essay questions to be utilized in workshops and as needed by the Office of Academic Success and Bar Readiness.

   1.3 Provide question banks, online lectures and outlines to students that will review doctrinal subjects.

   1.4 Provide materials and curriculum for a combined MBE/MPT course.

   1.5 Provide materials and curriculum for a combined Essay/MPT II course.

   1.6 Provide materials for a Procedure and Evidence focused class, with reinforcement of essay, MBE and MPT test-taking skills.

   1.7 On-site support for students, in the form of a physical presence on campus, at least once per semester.

   1.8 Response time within twenty-four (24) hours after communication(s) from UNT Dallas College of Law administrator(s) or designated representative(s).

   1.9 Access to client portal 24/7 to raise issues, concerns or questions.

   1.10 Contractor will provide any and all reports within two (2) weeks of a request from UNT administration, faculty or staff.

   1.11 Contractor will provide both scheduled and unscheduled on-site, in-person support for UNT students, faculty, staff and administration.

   1.12 Cost per student includes orientation program for 1L's called Lawyering Fundamentals

REQUEST FOR PROPOSAL

RFP No.: **RFP773-18-7126-JR**
Title: **Bar Exam Readiness**

Proposal Submittal Deadline: **March 5, 2018 2:00pm, local time**

Prepared By:

University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: February 12, 2018