

- A. SHANDS and the SCHOOL BOARD agree that each shall be treated for all purposes as independent contractors and that all students under the PROGRAM shall remain agents or students of the SCHOOL BOARD. The SCHOOL BOARD agrees that it will not act, or represent that it is acting, as an agent of SHANDS, or incur any obligations on the part of SHANDS, without first obtaining express written authority from SHANDS. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association between SHANDS and SCHOOL BOARD, or to create an employment relationship between SHANDS and SCHOOL BOARD or SHANDS and the students in the PROGRAM.
- B. SCHOOL BOARD agrees that it will not use the name of SHANDS in any advertising or commercial without first obtaining the express written authorization from SHANDS.
- C. SHANDS and the SCHOOL BOARD agree that this Agreement shall continue in effect for two (2) years and shall be automatically renewed from year to year thereafter; provided, however, that either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date. Provided further, that students currently enrolled in the PROGRAM shall be permitted to complete the course. Modification of this Agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of parties agreeing to it.
- D. SHANDS and the SCHOOL BOARD agree that executed copies of this Agreement shall be placed on file with the appropriate Vice President of SHANDS and the Secretary of the SCHOOL BOARD.
- E. This Agreement is nonexclusive. The parties reserve the right to enter into similar Agreements with other institutions.