

20744

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUL 2 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

COUNTY OF COOK
AND STATE OF ILLINOIS

TELECOURSE LICENSE AGREEMENT WITH INTELECOM
CENTER FOR OPEN LEARNING
WASHINGTON COLLEGE

THE CHANCELLOR

REPORTS

that the Board of Trustees has annually renewed Agreements with Intelcom, Intelligent Telecommunications, for use of telecourses in learning centers since 1986; and

that an Agreement has been re-negotiated with Intelcom, Intelligent Communications, to license rights for the following telecourses for the Summer 1998 semester (June 1, 1998 to August 31, 1998) at the fees listed plus an enrollment fee of \$20 per registered student:

Portrait of a Family as Sociology 203 at a fee of \$330; and
Oceanus as Oceanography 101 at a fee of \$275.

RECOMMENDS

that the Board of Trustees approves this agreement with Intelcom, Intelligent Telecommunications, stating the terms and conditions whereby the City Colleges of Chicago is granted two (2) telecourse licenses totaling \$605 plus an enrollment fee of \$20 per registered student; and authorizes the Chairman and Secretary to execute this Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

July 2, 1998

20744

TELECOURSE LICENSE AGREEMENT

Licensee CITY COLLEGES OF CHICAGO

Contact Pamela C. Lattimore, Assistant Dean (312) 553-5985

Address 30 East Lake Street, Chicago, IL 60601

Course Title OCEANUS: The Marine Environment

INTENDED USE:

- ☐ Open and cable Broadcast
☐ Cable; ITFS
☒ Independent Study (non-broadcast)
☐ Audiovisual

FOR USE BY:

- ☒ Single College or University
FTE of College/University:
☐ 0 - 5,000 students
☐ 5,001 - 10,000 students
☐ 10,001 - 15,000 students
☐ 15,0001 - 20,000 students
☐ Over 20,000 students

TAPE REQUIREMENTS:

- ☒ No Tapes Required
☐ Broadcast-quality 3/4"
☐ 1/2" VHS

LICENSE PERIOD:

- ☒ One Term
☐ Fall Term 1998
☐ Spring Term 1998
☒ Summer Term 1998
☐ One Year
☐ Life of Series

- ☐ Consortium
Number of Colleges:
☐ 4 - 9 colleges
☐ 10 - 16 colleges
☐ 17 - 24 colleges
☐ Over 24 colleges

DATE TAPES NEEDED:

Inclusive dates of Agreement: 06/01/98-08/31/98

This ☒ is ☐ is not a renewal; prior license periods are as follows (indicate term and year): various terms 1989-1997

Please list the Transmission Facility(s) you intend to use: _____

Please indicate the date of first broadcast: _____

LICENSE FEE: \$275

ENROLLMENT FEE: \$20 per student

VIDEOTAPE FEE: n/a

This Telecourse License Agreement includes and incorporates by reference the General Terms and Provisions set forth on the following pages.

APPROVED:

APPROVED:

BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
226 WEST JACKSON BLVD.
CHICAGO, ILLINOIS 60606

INTELECOM Intelligent Telecommunications

Licensors

Licensee

Signature

Signature

Meg Cundiff, Director, Educational Services & Marketing

Name and Title

Name and Title **CHAIRMAN OF THE BOARD**

Date

Date



Patricia A. Buck
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM

Patricia A. Buck
GENERAL COUNSEL

LICENSE AGREEMENT - General Terms and Provisions

1. PARTIES

The parties to this Agreement are INTELECOM Intelligent Telecommunications, a California non-profit Corporation located at 150 E. Colorado Blvd., Suite 300, Pasadena, California 91105 (hereinafter referred to as INTELECOM) and CITY COLLEGES OF CHICAGO, 30 East lake Street, Chicago, IL 60601 (hereinafter referred to as Licensee).

2. PURPOSE

The purpose of this Agreement is to license the nonexclusive right to the Licensee to use *Oceanus™* video programs named in Section 12 of this Agreement (*Description of Telecourse*) and hereinafter referred to as the Telecourse in the manner and for the purposes described in this Agreement.

3. USE OF THE TELECOURSE

The Telecourse may be used in a nonbroadcast mode for independent study within the institution herein named as Licensee only, during the License Period. This includes checking out videocassettes to enrolled telecourse students. No open broadcast, cablecast, or ITFS use is permitted as a part of this Agreement. The Telecourse Videotapes may not be used as an audiovisual supplement to classroom instruction, unless specified in the Special Conditions section of this Agreement. Each exhibit must include all title and credits.

4. TAXES

Any and all local, state, and federal taxes levied on the use or transmission of the Telecourse shall be the responsibility of and paid by the Licensee. *if applicable.*

5. TELECOURSE VIDEOTAPES

INTELECOM shall furnish videotape recordings of the Telecourse ("Telecourse Videotapes") to Licensee as specified in the *Videotape Requirements* section on the signature page of this Agreement. The Telecourse Videotapes shall be first generation duplicates from the program masters unless otherwise specified in the *Special Conditions* section of this Agreement. Ownership of the Telecourse Videotapes shall remain with Licensee for the License Period; copyright to the Telecourse shall remain with INTELECOM.

Licensee agrees to pay INTELECOM the sum listed under *Videotape Fee* on the signature page of this Agreement in consideration of the manufacture and shipment of the Telecourse Videotapes by Licensor to Licensee.

6. DAMAGED, WORN, OR REVISED TAPES

In the event a Telecourse Videotape becomes worn or damaged, or in the event of INTELECOM's revision of any or all of the Telecourse, Licensee shall pay INTELECOM for the costs of replacement of any such Telecourse Videotape(s) at the then-current rate established by INTELECOM.

7. EDITING

Telecourse Videotapes may not be cut, added to, edited, re-edited, reformatted for digital or any other platforms, or otherwise altered by or for Licensee in any manner. Licensee may exhibit portions of a Telecourse Videotape solely to publicize the subsequent exhibition of the entire Telecourse as hereinafter described.

LICENSE AGREEMENT - General Terms and Provisions

8. NO PARTIAL TELECOURSE

This Agreement provides licensure only for the complete Telecourse in the form and format provided to Licensee by Licensor. No segment of the Telecourse may be incorporated in any other live or recorded program, presentation, transmission, exhibition or lesson without prior written permission from INTELECOM.

9. COPYRIGHT

INTELECOM shall retain and have the full benefit of its copyright, trademark and other intellectual property rights in the Telecourse. Licensee shall in no manner disparage, violate or challenge, or permit another to disparage, violate or challenge any such rights. Licensee agrees to use the Telecourse Videotapes and all related materials provided by INTELECOM in their original and complete form, including INTELECOM's opening and closing credits and copyright, trademark and other notices each time any Telecourse Videotape is televised or otherwise exhibited.

10. DUPLICATION OR DISTRIBUTION

Licensee may duplicate, at Licensee's expense, Telecourse Videotapes for use in Licensee's libraries and learning centers during the License Period by students enrolled in the Telecourse only. Telecourse Videotapes may also be checked out for off-site viewing to students enrolled in the Telecourse, provided Licensee does not realize revenue from this practice. No other duplicating, copying, recording, or re-recording or any other type of reproduction of Telecourse Videotapes shall be permitted by Licensee, students enrolled in the Telecourse, or any others, except as specified in the *Special Conditions* section of this Agreement.

11. ERASURE

Licensee hereby agrees that each and every Telecourse Videotape provided by INTELECOM, and each and every copy of the Telecourse duplicated by Licensee under Section 11 of this Agreement in its possession, custody and control at the expiration or other termination of this Agreement shall be completely erased by Licensee except as specified in the Special Conditions section. If Licensor so requests, Licensee shall provide written certification under oath that all such materials have been erased as required here.

12. DESCRIPTION OF TELECOURSE - OCEANUS: THE MARINE ENVIRONMENT

<u>Program No.</u>	<u>Title</u>	<u>Run Time</u>
1 --	The Water Planet	28:30
2 --	Cosmic Origins	28:30
3 --	Historical Perspectives	28:25
4 --	The Waters of the Earth	28:30
5 --	Ocean's Edge	28:30
6 --	The Intertidal Zone	28:25
7 --	Continental Margins	28:30
8 --	Beyond Land's End	28:25
9 --	Plate Tectonics	28:25
10 --	Islands	28:25
11 --	Marine Meteorology	28:25
12 --	Ocean Currents	28:30
13 --	Wind, Waves and Water Dynamics	28:25

LICENSE AGREEMENT - General Terms and Provisions

14 --	The Ebb and Flow	28:25
15 --	Plankton: Floaters and Drifters	28:25
16 --	Nekton: Swimmers	28:25
17 --	Reptiles and Birds	28:25
18 --	Mammals: Seals and Otters	28:25
19 --	Mammals: Whales	28:25
20 --	Living Together	28:25
21 --	Light in the Sea	28:30
22 --	Sound in the Sea	28:30
23 --	Life Under Pressure	28:30
24 --	The Polar Seas	28:25
25 --	The Tropic Seas	28:25
26 --	Mineral Resources	28:30
27 --	Biological Resources	28:30
28 --	Marine Pollution	28:30
29 --	Hawaii: A Case Study	28:30
30 --	Epilogue	28:30

13. TELECOURSE FACULTY MANUAL

INTELECOM will provide one Faculty Manual to Licensee. This manual will provide ideas on how to effectively administer the Telecourse, and will include a bank of test questions. The Faculty manual may be duplicated solely for the use of the Licensee in teaching the Telecourse, and Licensee shall exercise discretion in reproducing any portion of the test bank.

14. INDEMNITIES

Licensee shall indemnify, defend and hold harmless INTELECOM and the Southern California Consortium for Community College Television, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of (i) any use of the Telecourse or other materials provided by INTELECOM other than the uses as specifically authorized hereunder; and/or (ii) with respect to any material, other than the materials contained in the Telecourse, transmitted in connection with the Telecourse; and/or any breach of the warranties, representations or duties and covenants of Licensee under this Agreement.

INTELECOM shall indemnify, defend and hold harmless Licensee from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of the content of the Telecourse or the other materials provided to Licensee by INTELECOM.

15. LEGAL REMEDIES

~~If any dispute shall arise between the parties, regarding this Agreement, such disputes shall be referred to binding private arbitration in the County of Los Angeles, State of California, by the Judicial Arbitration and Mediation Service (JAMS), and any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek temporary and permanent injunctive relief in any court of competent jurisdiction. The prevailing party in any such proceedings shall be entitled to recover its attorneys fees and costs.~~

*OK WWS
NCC*

LICENSE AGREEMENT - General Terms and Provisions

16. REPORTING AND PAYMENT OF FEES

The *License Fee*, *Enrollment Fee* and the *Videotape Fee* specified on the signature page of this Agreement shall be paid by Licensee to Licensor within 30 days of receipt of invoices.

License Fee and *Videotape Fee*: Invoices for said fees shall be issued upon the signing of this Agreement by both parties.

Enrollment Fee: No less than once each Spring, Summer and Fall (and Winter, when applicable) academic terms, and no later than 60 days after the commencement of said academic terms within the License Period, Licensee shall render to INTELECOM a written statement of account for the the academic term in progress, including enrollment information and any other information reasonably requested by INTELECOM, and shall pay the amounts then owing to Licensor, including the student fees as set forth under *Enrollment Fee* on the signature page of this Agreement.

Enrollment fees shall be based on beginning enrollments.

Failure of Licensee to utilize all or any portion of the Telecourse will not reduce the *License Fee*, *Enrollment Fee*, or the *Videotape Fee* and will not affect the payment and reporting obligations of Licensee.

17. TERMINATION

INTELECOM shall have the right to terminate this Agreement in the event of a material breach of any term or condition by the Licensee which is not cured to INTELECOM's satisfaction within 30 days after notice in writing. Upon expiration or other termination of this Agreement, in addition to any other right or remedy which INTELECOM may enjoy, (i) all rights licensed to Licensee under this Agreement shall terminate and revert to INTELECOM, wholly, immediate and automatically; (ii) Licensee shall make no further use of the Telecourse, any materials provided by INTELECOM; and (iii) License shall be obliged to fully comply with the provisions of Section 12 regarding erasure in addition to all other applicable terms and conditions of this Agreement.

Any written notice or delivery under any provisions of this Section shall be deemed to have been properly made by mailing via traceable mail to the address(es) set forth above, except as the address(es) may be changed by notice in writing.

18. ASSIGNMENT

Licensee may not transfer or assign this Agreement in whole or in part to any third party without the express prior written consent of INTELECOM, and any such assignment will not relieve Licensee of any of its obligations hereunder.

19. SPECIAL CONDITIONS

None.

20. CANCELLATION

Licensee may, with no penalty, cancel this Agreement by traceable written notification, up to thirty (30) days prior to the start date listed on the signature page of this Agreement. Cancellation with less than thirty (30) days remaining prior to said start date shall result in forfeiture of any and all fees already paid to INTELECOM. In the event of cancellation, INTELECOM assumes no responsibility for purchase of Telecourse Videotapes which may have been made by Licensee.

21. GENERAL PROVISIONS

No waiver of any term or condition of this Agreement, or any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any other portion thereof. This Agreement constitutes the entire understanding between Licensee and INTELECOM, and may only be changed upon the mutual written consent of both parties.

20744

TELECOURSE LICENSE AGREEMENT

Licensee CITY COLLEGES OF CHICAGO

Contact Pamela Lattimore, Assistant Dean (312) 553-5985

Address 30 East Lake Street, Chicago, IL 60601

Course Title PORTRAIT OF A FAMILY

INTENDED USE:

- ☐ Open and cable Broadcast
☐ Cable; ITFS
☒ Independent Study (non-broadcast)
☐ Audiovisual

FOR USE BY:

- ☒ Single College or University
FTE of College/University:
☐ 0 - 5,000 students
☐ 5,001 - 10,000 students
☐ 10,001 - 15,000 students
☐ 15,0001 - 20,000 students
☐ Over 20,000 students

TAPE REQUIREMENTS:

- ☒ No Tapes Required
☐ Broadcast-quality 3/4"
☐ 1/2" VHS

LICENSE PERIOD:

- ☒ One Term
☐ Fall Term 1998
☐ Spring Term 1998
☒ Summer Term 1998
☐ One Year
☐ Life of Series

- ☐ Consortium
Number of Colleges:
☐ 4 - 9 colleges
☐ 10 - 16 colleges
☐ 17 - 24 colleges
☐ Over 24 colleges

DATE TAPES NEEDED:

Inclusive dates of Agreement: 06/01/98-08/31/98

This ☒ is ☐ is not a renewal; prior license periods are as follows (indicate term and year): various terms 1989-1997

Please list the Transmission Facility(s) you intend to use: _____

Please indicate the date of first broadcast: _____

LICENSE FEE: \$330

ENROLLMENT FEE: \$20 per student

VIDEOTAPE FEE: n/a

This Telecourse License Agreement includes and incorporates by reference the General Terms and Provisions set forth on the following pages.

APPROVED:

APPROVED:

**BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
226 WEST JACKSON BLVD.
CHICAGO, ILLINOIS 60606**

INTELECOM Intelligent Telecommunications

Licensors

Licensee

Signature

Signature

Meg Cundiff, Director, Educational Services & Marketing

CHAIRMAN OF THE BOARD

Name and Title

Name and Title

Date

Date

JUL 2 - 1998

Patricia A. Bush
ASSISTANT BOARD SECRETARY



IN TELECOM
INTELLIGENT TELECOMMUNICATIONS

150 E. Colorado Blvd., Suite 300, Pasadena, CA 91105 ♦ (800) LRN BY TV ♦ Fax: (818) 577-4288

APPROVED AS TO LEGAL FORM

Patricia A. Bush
GENERAL COUNSEL

LICENSE AGREEMENT - General Terms and Provisions

1. PARTIES

The parties to this Agreement are INTELECOM Intelligent Telecommunications, a California non-profit Corporation located at 150 E. Colorado Blvd., Suite 300, Pasadena, California 91105 (hereinafter referred to as INTELECOM) and CITY COLLEGES OF CHICAGO, 30 East Lake Street, Chicago, IL 60601 (hereinafter referred to as Licensee).

2. PURPOSE

The purpose of this Agreement is to license the nonexclusive right to the Licensee to use *Portrait of a Family*™ video programs named in Section 12 of this Agreement (*Description of Telecourse*) and hereinafter referred to as the Telecourse in the manner and for the purposes described in this Agreement.

3. USE OF THE TELECOURSE

The Telecourse may be used in a nonbroadcast mode for independent study within the institution herein named as Licensee only, during the License Period. This includes checking out videocassettes to enrolled telecourse students. No open broadcast, cablecast, or ITFS use is permitted as a part of this Agreement. The Telecourse Videotapes may not be used as an audiovisual supplement to classroom instruction, unless specified in the Special Conditions section of this Agreement. Each exhibit must include all title and credits.

4. TAXES

Any and all local, state, and federal taxes levied on the use or transmission of the Telecourse shall be the responsibility of and paid by the Licensee *if applicable.* *ICM*

5. TELECOURSE VIDEOTAPES

INTELECOM shall furnish videotape recordings of the Telecourse ("Telecourse Videotapes") to Licensee as specified in the *Videotape Requirements* section on the signature page of this Agreement. The Telecourse Videotapes shall be first generation duplicates from the program masters unless otherwise specified in the *Special Conditions* section of this Agreement. Ownership of the Telecourse Videotapes shall remain with Licensee for the License Period; copyright to the Telecourse shall remain with INTELECOM. *uu*

Licensee agrees to pay INTELECOM the sum listed under *Videotape Fee* on the signature page of this Agreement in consideration of the manufacture and shipment of the Telecourse Videotapes by Licensor to Licensee.

6. DAMAGED, WORN, OR REVISED TAPES

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7. EDITING

Telecourse Videotapes may not be cut, added to, edited, re-edited, reformatted for digital or any other platforms, or otherwise altered by or for Licensee in any manner. Licensee may exhibit portions of a Telecourse Videotape solely to publicize the subsequent exhibition of the entire Telecourse as hereinafter described.

LICENSE AGREEMENT - General Terms and Provisions

8. NO PARTIAL TELECOURSE

This Agreement provides licensure only for the complete Telecourse in the form and format provided to Licensee by Licensor. No segment of the Telecourse may be incorporated in any other live or recorded program, presentation, transmission, exhibition or lesson without prior written permission from INTELECOM.

9. COPYRIGHT

INTELECOM shall retain and have the full benefit of its copyright, trademark and other intellectual property rights in the Telecourse. Licensee shall in no manner disparage, violate or challenge, or permit another to disparage, violate or challenge any such rights. Licensee agrees to use the Telecourse Videotapes and all related materials provided by INTELECOM in their original and complete form, including INTELECOM's opening and closing credits and copyright, trademark and other notices each time any Telecourse Videotape is televised or otherwise exhibited.

10. DUPLICATION OR DISTRIBUTION

Licensee may duplicate, at Licensee's expense, Telecourse Videotapes for use in Licensee's libraries and learning centers during the License Period by students enrolled in the Telecourse only. Telecourse Videotapes may also be checked out for off-site viewing to students enrolled in the Telecourse, provided Licensee does not realize revenue from this practice. No other duplicating, copying, recording, or re-recording or any other type of reproduction of Telecourse Videotapes shall be permitted by Licensee, students enrolled in the Telecourse, or any others, except as specified in the *Special Conditions* section of this Agreement.

11. ERASURE

Licensee hereby agrees that each and every Telecourse Videotape provided by INTELECOM, and each and every copy of the Telecourse duplicated by Licensee under Section 10 of this Agreement in its possession, custody and control at the expiration or other termination of this Agreement shall be completely erased by Licensee except as specified in the Special Conditions section. If Licensor so requests, Licensee shall provide written certification under oath that all such materials have been erased as required here.

12. DESCRIPTION OF TELECOURSE - PORTRAIT OF A FAMILY

<u>Program No.</u>	<u>Title</u>	<u>Run Time</u>
1--	Family Portraits	28:38
2--	The Seasons of Life	28:38
3--	When I Grow Up...	28:38
4--	Adam's Equal or Adam's Rib?	28:38
5--	Learning to Love	28:38
6--	The Pleasure Bond	28:38
7--	Epidemic Proportions	28:38
8--	Going It Alone	28:38
9--	The Marriage Market	28:38
10--	Variations On a Theme	28:38
11--	Great Expectations	28:38
12--	Intimate Connections	28:38
13--	For Better or For Worse	28:38
14--	Power Plays	28:38

LICENSE AGREEMENT - General Terms and Provisions

15-- Behind Closed Doors	28:38
16-- Working Husbands/Working Wives	28:38
17-- To Parent or Not to Parent	28:38
18-- One Plus One Equals Three	28:38
19-- For Richer or Poorer	28:38
20-- Turning Points	28:28
21-- The Strained Knot	28:38
22-- Irreconcilable Differences	28:38
23-- Single, Head of Household	28:38
24-- The Second Time Around	28:38
25-- Yours, Mine, and Ours	28:28
26-- The Later Years	28:38

13. TELECOURSE FACULTY MANUAL

INTELECOM will provide one Faculty Manual to Licensee. This manual will provide ideas on how to effectively administer the Telecourse, and will include a bank of test questions. The Faculty manual may be duplicated solely for the use of the Licensee in teaching the Telecourse, and Licensee shall exercise discretion in reproducing any portion of the test bank.

14. INDEMNITIES

Licensee shall indemnify, defend and hold harmless INTELECOM and the Southern California Consortium for Community College Television, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of (i) any use of the Telecourse or other materials provided by INTELECOM other than the uses as specifically authorized hereunder; and/or (ii) with respect to any material, other than the materials contained in the Telecourse, transmitted in connection with the Telecourse; and/or any breach of the warranties, representations or duties and covenants of Licensee under this Agreement.

INTELECOM shall indemnify, defend and hold harmless Licensee from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of the content of the Telecourse or the other materials provided to Licensee by INTELECOM.

15. LEGAL REMEDIES

~~If any dispute shall arise between the parties, regarding this Agreement, such disputes shall be referred to binding private arbitration in the County of Los Angeles, State of California, by the Judicial Arbitration and Mediation Service (JAMS), and any arbitration award shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek temporary and permanent injunctive relief in any court of competent jurisdiction. The prevailing party in any such proceedings shall be entitled to recover its attorneys fees and costs.~~

KWW
MLL

16. REPORTING AND PAYMENT OF FEES

The *License Fee*, *Enrollment Fee* and the *Videotape Fee* specified on the signature page of this Agreement shall be paid by Licensee to Licenser within 30 days of receipt of invoices.

License Fee and *Videotape Fee*: Invoices for said fees shall be issued upon the signing of this Agreement by both parties.

LICENSE AGREEMENT - General Terms and Provisions

Enrollment Fee: No less than once each Spring, Summer and Fall (and Winter, when applicable) academic terms, and no later than 60 days after the commencement of said academic terms within the License Period,

Licensee shall render to INTELECOM a written statement of account for the the academic term in progress, including enrollment information and any other information reasonably requested by INTELECOM, and shall pay the amounts then owing to Licensors, including the student fees as set forth under *Enrollment Fee* on the signature page of this Agreement.

Enrollment fees shall be based on beginning enrollments.

Failure of Licensee to utilize all or any portion of the Telecourse will not reduce the *License Fee*, *Enrollment Fee*, or the *Videotape Fee* and will not affect the payment and reporting obligations of Licensee.

17. TERMINATION

INTELECOM shall have the right to terminate this Agreement in the event of a material breach of any term or condition by the Licensee which is not cured to INTELECOM's satisfaction within 30 days after notice in writing. Upon expiration or other termination of this Agreement, in addition to any other right or remedy which INTELECOM may enjoy, (i) all rights licensed to Licensee under this Agreement shall terminate and revert to INTELECOM, wholly, immediate and automatically; (ii) Licensee shall make no further use of the Telecourse, any materials provided by INTELECOM; and (iii) Licensee shall be obliged to fully comply with the provisions of Section 12 regarding erasure in addition to all other applicable terms and conditions of this Agreement.

Any written notice or delivery under any provisions of this Section shall be deemed to have been properly made by mailing via traceable mail to the address(es) set forth above, except as the address(es) may be changed by notice in writing.

18. ASSIGNMENT

Licensee may not transfer or assign this Agreement in whole or in part to any third party without the express prior written consent of INTELECOM, and any such assignment will not relieve Licensee of any of its obligations hereunder.

19. SPECIAL CONDITIONS

None.

20. CANCELLATION

Licensee may, with no penalty, cancel this Agreement by traceable written notification, up to thirty (30) days prior to the start date listed on the signature page of this Agreement. Cancellation with less than thirty (30) days remaining prior to said start date shall result in forfeiture of any and all fees already paid to INTELECOM. In the event of cancellation, INTELECOM assumes no responsibility for purchase of Telecourse Videotapes which may have been made by Licensee.

21. GENERAL PROVISIONS

No waiver of any term or condition of this Agreement, or any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any other portion thereof. This Agreement constitutes the entire understanding between Licensee and INTELECOM, and may only be changed upon the mutual written consent of both parties.