



## Cooperative Agreement

This Agreement is entered into this day the 14<sup>th</sup> of June 2009, by and between

**First Party:**

Dunlap-Stone University, Phoenix, Arizona, USA, and duly represented by  
Abed Baidas (Hereinafter referred to as "DSU")  
For the purposes of this agreement, this agreement is managed by  
Identity Branding Forum (IBF)  
Address: PO Box 815363, Amman 11180, Jordan.  
Tel/fax: +962 6 552 1357  
Email: abaidas@expandglobal.com, or  
abaidas@identitybrandingforum.com

**AND**

**Second Party:**

Petra University, a Jordanian University and duly represented by the  
President (Hereinafter referred to as "PETRA")  
Address: PO Box 961343, Amman 11196, Jordan  
Facsimile: +962 6 571 5654  
Email: president@uop.edu.jo  
Both DSU and PETRA may also be herein referred to jointly as "Parties"  
and separately as "Party"

**1. Purpose**

Both Parties agree to actively cooperate together to establish DSU Learning Center –  
to be called IBF Learning Center ("Center"), to offer programs and services to the  
Jordan market.

Both Parties may work closely to develop the business model for each of the programs  
and services being offered under this AGREEMENT, and provide whatever necessary  
support to ensure the success of the Center.

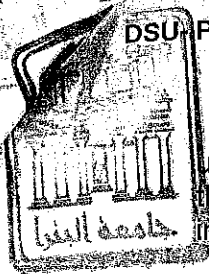
**2. Programs and services offered under this AGREEMENT**

Initially, the Center will offer:

- a. eLearning services –to universities, community colleges, and high schools,  
governments and corporations
- b. Training of trainers – at universities, community colleges, high schools, and others
- c. Conversion of material layered on DSU system
- d. Certification center – Certifications and Diplomas
- e. Continuing education
- f. Consultancy services
- g. Training
- h. Newsletter
- i. Conferences, seminars, and workshops.

The Center will be managed and administered by DSU/IBF under the rules and  
regulations governing the operations of Petra University and without any conflict with  
these rules and regulations. PETRA may request to have an administrative role to be  
agreed upon in writing between the Parties.

The Parties agree that the Center will convert courses of PETRA to eLearning, based



upon the written approved selection of the courses by the Parties. The Center will have the right to promote the converted courses to other students (not Petra students) and institutions in Jordan and the region governed under the terms of this agreement.

The Center will enroll instructors of PETRA to be trained for eLearning teaching in the general training of trainers classes.

The Center will operate within the guidelines established by Petra for the maintenance of good academic standards and accreditations ethics. PETRA will deliver to DSU/IBF a copy of PETRA operating procedures manual within seven (7) days from the date of this agreement, in Arabic and within 3 months in English.

**3. Grants and Sub-License**

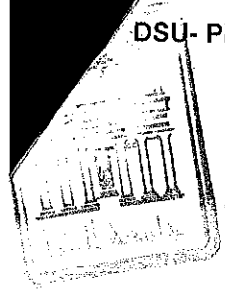
- a. DSU grants to PETRA the right to use the trade name "DSU" for the services provided by DSU. PETRA's use of the trade name is limited to using the trade name verbally and/or electronically and/or on letterhead, stationary, business cards, advertising and promotional material.
- b. DSU may grant sub-licenses to other parties to provide services, not covered by this agreement, using the trade name "DSU".
- c. The territory is Jordan

**4. PETRA Services**

- a. Petra will provide, adequate space, about 200 Squared meter, that includes offices, meeting room, furniture, computer equipment, communication equipment and services (telephone, ADSL). Petra will also provide classes for training, computer lab and other necessary facilities required to deliver the above mentioned services.
- b. It's further agreed that all classes to be organized by Center are to be coordinated with PETRA on the basis of a monthly calendar, and/or with a two (2) weeks written notice provided by the Center to PETRA. In case of urgent, on a short notice, need for classes/computer lab, then it is based on availability.
- c. Where possible, PETRA shall provide support staff and available assistance. Compensation for the support staff and assistance will be paid by the center.
- d. Promote the Center through its normal promotions.
- e. DSU Client Development – assist in the development of new clients for the Center subject to account management protocol and service existing relationships
- f. On a case-by-case basis, and to be agreed to in writing between the Parties prior to execution, PETRA may participate in the design and development of sales agreements that may include the involvement of PETRA in the actual implementation of any, or all, of the project's components.
- g. PETRA will not deny access to any of DSU/IBF/Center staff and visitors
- h. PETRA appoints Dr. Ghassan Issa as a liaison officer for the purposes of this agreement with DSU to coordinate the business between DSU and Petra for the interest of the planned Center.

**5. Trade Name**

- a. The names "Dunlap-Stone University", "DSU", "Identity Branding Forum", "IBF", "International Import-Export Institute" and "IIEI" are trade names associated with DSU. Valuable goodwill is attached to the trade names. PETRA shall use the trade names only in the manner and to the extent permitted in this Agreement. PETRA may provide services under the name "DSU" and may use the name on signs and advertising and in the promotion of the DSU business only.
- b. The names "PETRA University" is trade name associated with PETRA. DSU shall use the trade name only in the manner and to the extent permitted in this Agreement. DSU may provide services under the name "PETRA" and may use the



name on signs and advertising and in the promotion of the Center business only.

c. Any and all goodwill associated with the trade names or any modification of the trade name, including any goodwill, which may arise through Center activities, shall inure to the benefit of DSU and PETRA.

d. The Parties will not utilize the trade names mentioned in 5(A) and 5(B) in any universal record locator "URL" or Internet address without the prior written permission of the Party that owns the trade name.

**6. PETRA Compensation**

PETRA will receive 15% of the gross revenues earned to be calculated and paid semi annually (every six months).

**7. Process & Procedures**

a. All registrations, sales contracts, and payments shall be billed and processed by Center.

b. The Center will provide to DSU and PETRA a monthly report of all business activities and progress made.

c. Sales means completed registrations/agreements that were paid for by Center clients, and were received and cleared by DSU.

**8. Taxation**

DSU and PETRA shall each be responsible for their share (as stated in clause six) for payment of all fees, charges, dues, taxes (including Income, Sales, VAT, GST or other), or duties whatsoever payable to the Government or any other Government, institution, or organization arising out of or connected with their respective business.

**9. Availability of Records**

Each party shall, subject to confidentiality obligations hereunder, make available to the other party any and all records and accounts reasonably required to verify compensation, gross revenue and expenses under this Agreement. Each party agrees that such records and accounts, in any form and any and all copies and abstracts thereof, are disclosed to the other party for the sole purpose of verifying compensation, gross revenue and expenses under this Agreement and shall not be disclosed or made available to any other person or otherwise be used for any other purpose unless the disclosing party approves in writing or is compelled by applicable laws, regulations or court orders to do so.

**10. Special Clause**

Within 90 days (3 months) from the date of this Agreement, the Parties will evaluate the possible partnership, and upon written agreement by both Parties, this Agreement will be converted to a partnership agreement based on Parties agreement.

**11. Confidentiality**

All information that the Parties receives during the term of this Agreement from each other is confidential and proprietary information of the Party that provides the information. This includes, but is not limited to, any manuals, information exchanged during DSU - PETRA meetings, Extranet, Intranet, internet sites and other proprietary web sites, databases, plans, RFPs, SLAs and other clients' information. This information is not to be copied or used for any purpose other than conducting business on behalf of this AGREEMENT.

**12. Independence**

The Parties shall act as independent parties with respect to the performance of this AGREEMENT under the rules & regulations governing the operations of Petra University.

DSU 

  
PETRA \_\_\_\_\_

13. **Term**

This Agreement shall commence on the date that it is executed by both parties, thus completing DSU's and PETRA'S commitment and shall continue for a period of two (2) years, and renewable for two (2) years periods unless either party wishes not to renew the agreement with a ninety (90) days written notice to be sent to the other party prior to the end of any term period, or unless it is terminated due to an incurable breach through Dispute Resolution provided in article 14 herein below.

14. **Dispute Resolution**

In the event, any dispute or controversy arising out of or relating to business practices governed by this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under the Agreement that are not affected by the dispute.

**Arbitration:** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then Commercial Arbitration Rules of Jordan, Jordan. The arbitration shall take place in Amman, Jordan.

15. **Execution of Agreement**

For the purpose of execution of this agreement and as required by the Ministry of Higher Education, Petra University should seek the approval of the Ministry of Higher Education / Jordan. This agreement is considered void if such an approval was not granted.

16. **Notices**

All notices given pursuant to this AGREEMENT to the Parties addresses provided herein above shall be in writing and may be hand delivered, or shall be deemed received within 14 days after mailing if sent by registered or certified mail or express couriered, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party within 30 days.

17. **Assignment**

A Party's interest in this AGREEMENT may not be assigned or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party.

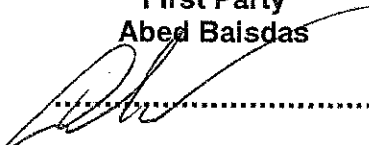
18. **Amendments**

Any amendments to this AGREEMENT will only be valid if set forth in writing and signed by both Parties.

19. **Governing Law**

This AGREEMENT is governed under the laws of Jordan.  
IN WITNESS WHEREOF, the Parties have signed this Agreement, in Amman, Jordan on the date first stated above, in two original copies and each Party received one original.

First Party  
Abed Baisdas



Second Party  
President

