ONRAMP NETWORK MEMORANDUM OF UNDERSTANDING BETWEEN UW-Milwaukee AND OUTLIER.ORG

This Memorandum of Understanding (the "MOU" or "memorandum") is entered into on March 11, 2022 by and between the Board of Regents of the University of Wisconsin System on behalf of UW-Milwaukee ("College") and Outlier.org ("Company" or "Outlier") collectively "the Parties." The Agreement establishes a framework for the College to join the Company's OnRamp Network.

Recitals

The mission of Outlier's OnRamp Network is to build a new pathway into higher education that provides academic flexibility to a broad range of diverse learners.

Outlier's goal is to reduce barriers to education by offering high-quality general education courses and targeted pathways through the OnRamp Network that drive transfer enrollment into the institutions that partner with Outlier.org.

Outlier combines pedagogy, course design, cinematic film, student support, technology, and gamification into developing dynamic introductory college courses, with transferable course credit provided by the University of Pittsburgh.

College is interested in joining the OnRamp Network and agrees to recognize course equivalency of Outlier courses pursuant to the terms of this MOU.

Areas of Collaboration from Company

- A. Company will provide course information to College, including, but not limited to, syllabus, course description, and any other academic information necessary for College to assess the equivalency of course credit for transfer.
- B. Company will provide information regarding College credit transfer opportunities to students enrolled in Company courses.
- C. Company will include College on its webpage as an option for credit transferability and will provide students with College admissions office and/or Program contact information, as specified by College.

Areas of Collaboration from College

A.College agrees to accept the enumerated equivalent course credits, as disclosed in Appendix A, for transfer into any program in which the credits would meet College Program requirements.

- B. Where applicable, College will consider for enrollment into a standard College Program(s), students enrolled in Company courses who meet College's admissions requirements.
- C. The college will inform Company if requirements for College Programs change such that courses referenced in Appendix A must be updated.
- D.College agrees to review and evaluate new courses developed and presented by Company. If a course meets College's transferability criteria, College agrees to amend the course list referenced in Appendix A without execution of a new Agreement.

Admissions Requirements

For students enrolled in Company courses to be eligible for transfer credit toward a College degree, students must meet all College admissions requirements and matriculate as a regular College student.

Relationship of Parties

Each Party acknowledges and agrees that nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

Marketing

- A.College and Company shall abide by all applicable laws, standards and regulations including those imposed by the United States Department of Education, College's state authorization agency, and College's institutional accrediting agency. College and Company shall receive approval prior to releasing any marketing materials mentioning the other party.
- B. The Parties may, at their sole discretion, disclose the arrangement on their website and/or in other marketing materials, and each Party grants the other a limited license to use the Party's name and trademarked logo or other branding marks for purposes of marketing the relationship between the Parties. Neither Party is authorized to make any public statements regarding the other Party, except to publicly acknowledge this relationship. Any additional public statements are prohibited without the other Party's prior written consent.
- C. Both Parties agree to notify each other as changes are made to aforementioned trademarked logo or other branding marks used to market the relationship.

Student Records

1. Any student educational records subject to the provisions of FERPA that may be shared pursuant to this Agreement, or retained by either party pursuant to this agreement, will be properly secured from re-disclosure as required under law.

Termination

Unless terminated earlier under the provision below, this agreement will terminate on February 1, 2027. Either party may terminate this agreement upon 30-day notice to the other party.

In witness thereof, the parties have executed this Agreement as of the date first written above.

| Outlier.org | The Board of Regents of the University of Wisconsin System on behalf of UW-Milwaukee |
|--------------------------------|--|
| Signatures on file. | |
| By: | By: |
| Jeff Buening, COO, Outlier.org | Johannes Britz, Ph.D., Provost, UWM |
| Email: jeff@outlier.org | Email: britz@uwm.edu |
| Address: | Address: |
| 240 Kent Avenue Suite A3 | Office of the Provost |
| Brooklyn NY, 11249 | P.O. Box 413 |
| | Milwaukee, WI 53201 |

APPENDIX A

Course Equivalency – Charts

Please complete the chart below indicating the College course equivalency to the identified Outlier course, as well as the number of credits awarded for the Outlier courses.

| Outlier Course | Credit | UWM Course |
|-------------------------|--------|---|
| Calculus I | 3 | MATH 211 Survey in Calculus & Analytic Geometry I |
| Intro to Astronomy | 3 | ASTRON 103 Survey of Astronomy |
| Intro to Philosophy | 3 | PHILOS 101 Intro to Philosophy |
| Intro to Psychology | 3 | PSYCH 101 Intro to Psychology |
| Intro to Statistics | 3 | MTHSTAT 215 Elem Statistical Analysis |
| Intro to Microeconomics | 3 | ECON 103 Prin of Microeconomics |
| Intro to Macroeconomics | 3 | ECON 104 Prin of Macroeconomics |
| Precalculus | 3 | MATH 105 Intro to College Algebra |
| College Algebra | 0 | MATH 95 Essentials of Algebra |

Company Courses shall be applicable, as equivalent College courses, to all relevant major requirements. Note that all transfer credits from Company and other institutions are dependent on the credit issued being transcripted by The University of Pittsburgh.

This Appendix may be updated by the parties, via email, without re-executing the Agreement.