

**RAPID Manufacturing Institute  
Term Sheet Regarding  
Education & Workforce Development Course Offerings**

1. Per the Sub-Award agreement, The University will develop Course materials and deliver a pilot Course offering.
2. All materials developed for the Pilot Course and any future Course offerings will be the property of AIChE/RAPID.
3. AIChE/RAPID grants the University the right of first refusal to future Course offerings.
4. AIChE/RAPID grants the University the use of Course materials developed under the Sub-Award agreement for internal educational purposes only.
5. Details outlining future Course offerings including dates, locations and other specifics will be periodically agreed to and approved by both parties.
6. AIChE/RAPID will market future Course offerings to RAPID members, AIChE members and non-members and assume the responsibility for all Course registrants and collection of enrollment and related fees.
7. AIChE/RAPID will arrange for and pay for the physical venue for future Course offerings. If the Course takes place at a University location, the venue for the Course will be agreed to and approved by AIChE/RAPID in advance.
8. AIChE/RAPID will pay, for each Instructor delivering a future Course offering, a one-time payment of \$1,000 per training day when teaching alone or \$750 when team teaching, whichever applies.
9. AIChE/RAPID will reproduce and print Course materials in a hard-copy format and/or electronic format to Course registrants in a timely manner.
10. AIChE/RAPID is hereby authorized to use the Instructor(s)'s name and likeness in connection with the Course, the Course Materials and any revisions or updates of them, the marketing of the Course, and for any other related purposes.
11. Standard Representations and Warranties:
  - a. Instructor possesses requisite knowledge and background to perform the services in a highly competent and professional manner.
  - b. Instructor's performance will not conflict with or breach any agreement with a third party and that there are no claims, litigations, etc that would adversely affect AIChE/RAPID's rights.

12. Non-compete-Instructor without prior written consent of AICHE/RAPID will not teach another course substantially equivalent in subject matter and scope to the Course Offered for a period of 90 days before or after any scheduled offering of a particular course.
13. Instructor(s) will distribute Course evaluation forms to all participants at the end of the program, and return the completed forms to AICHE/RAPID.
14. No part of this agreement shall limit or infringe the University's right to use, present, publish, copyright or license any form of any material such as text, charts, figures or photographic or graphic materials or images, or any software or spreadsheets existing prior to the date of this agreement
15. AICHE/RAPID may cancel the Pilot Course or any Future Course if (a) the instructor fails to provide materials by the agreed upon date or (b) University and/or Course Instructor Breaches any terms of the signed Agreement.