

REGIONAL REPRESENTATION AND CO-DELIVERY AGREEMENT

This Regional Representation and Co-Delivery Agreement ("**Agreement**") is entered into as of the date of last signature ("**Effective Date**") by and between:

PURDUE UNIVERSITY, a public non-profit land grant university headquartered in West Lafayette, Indiana, U.S.A. ("**PURDUE**"), on behalf of its units Purdue University Online ("**PUO**") and Indiana Manufacturing Competitiveness Center ("**IN-MaC**"); and

INSTITUTO TECNOLOGICO DE SANTO DOMINGO ("INTEC"), a private non-profit university duly incorporated under the laws of the Dominican Republic, with address at Avenida de los Proceres No. 49, Gala, Distrito Nacional, Republica Dominicana, represented by its Rector, Arturo de Jesus del Villar Alburquerque.

Purdue and INTEC are each a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, Purdue, through PUO, offers a portfolio of online non-credit micro-credentials in Artificial Intelligence, Advanced Manufacturing, and Semiconductors ;

WHEREAS, Purdue, through IN-MaC, provides workforce consulting, Career and Technical Education (CTE) pathway development, and physical Design and Innovation Studio implementation services;

WHEREAS, INTEC is a leading research university in the Dominican Republic with established institutional networks across the Dominican Republic, Central America, and the Caribbean;

WHEREAS, the Parties desire to formalize a co-delivery collaboration, with some details reserved to one or more to-be-negotiated Financial SOWs, across both components for Public and Private Educational Systems within the Territory;

NOW, THEREFORE, the Parties agree as follows.

1. DEFINITIONS

"**Authorized Offering**" means, collectively: Purdue offerings and services consisting of (a) PUO's online non-credit micro-credentials in AI, Advanced Manufacturing, and Semiconductors ("**PUO Portfolio**"); and (b) IN-

MaC's CTE pathways system consulting and Design and Innovation Studio implementation services ("**IN-MaC Services**"), summarized with more particularity on Exhibit A attached hereto.

"Collaboration" means the activities conducted by the Parties pursuant to this Agreement and any associated Financial SOWs executed hereunder.

"Data Protection Law" means: (a) any relevant and applicable data protection legislation or regulations; and (b) each Party's privacy policy as in force from time to time.

"Financial SOW" means a numbered statement of work executed by the Parties setting forth pricing, scope, payment terms, and delivery details for a specific engagement. Financial terms are excluded from this Agreement and governed exclusively by Financial SOWs. When duly executed, each Financial SOW becomes a part of this Agreement as though set forth in full herein.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world. **"Intellectual Property"** means all property as to which a Party owns the Intellectual Property Rights. **"Background IP"** means all Intellectual Property owned or licensed by a Party (a) before the Effective Date of this Agreement; or (b) independent of this Agreement.

"Public Educational System" means any ministry of education, public university, public technical institute, polytechnic school, or government-affiliated educational institution within the Territory.

"Private Educational System" means any private entity dedicated to offering education services at both the K-12, technical and higher education levels within the Territory.

"Public and Private Educational Systems" means any combination of one or more Public Educational System and one or more Private Educational Systems.

"Territory" means the Dominican Republic, although the Parties may mutually agree to expand the Territory by amending this Agreement.

"Work Product" means deliverables produced by IN-MaC under a Financial SOW, excluding IN-MaC's pre-existing processes, methodologies, and intellectual property.

2. REGIONAL APPOINTMENT

2.1 Appointment. To facilitate the Collaboration, Purdue appoint INTEC as a representative and co-delivery partner for the Authorized Offering to Public and Private Educational Systems within the Territory.

2.2 Acceptance. INTEC accepts this appointment and agrees to actively promote and facilitate delivery of the Authorized Offering throughout the Territory, maintaining the institutional and operational capacity required to fulfill this role, and subject to the terms of this Agreement and any Financial SOW(s).

2.3 No Exclusivity. The Collaboration is non-exclusive. Neither Party is prevented from enrolling or registering students or learners (directly or through collaborations with industry) or offering services to third parties outside of this Collaboration, including within the Territory, nor from engaging in new and/or maintaining existing direct relationships with institutions or groups of institutions, wherever located, unless otherwise specifically agreed in writing.

3. CO-DELIVERY AND CO-BRANDING

3.1 Joint Presentation. The Authorized Offering shall be presented within the Territory jointly under the Purdue and INTEC institutional names. Subject to prior approval as described in Section 3.4, Purdue may elect to use the PUO and/or IN-MaC name(s)/logos for certain offerings. All uses of any Purdue name or mark shall be in compliance with current brand usage guidelines found at <https://www.purdue.edu/brand/>, as they may be amended from time to time and with the **Guidelines for Acceptable Use of Purdue University's Brand by Approved Online Third-Party Vendor Partners** attached to each Financial SOW, or as furnished by Purdue to INTEC through its Designated Liaison. INTEC may not remove any copyright insignia or other indicia of Purdue ownership. Uses of INTEC's name or marks by Purdue shall be in compliance with INTEC's brand guidelines furnished to Purdue, through its Designated Liaisons.

3.2 PUO Delivery; INTEC Responsibilities. PUO is responsible for LMS maintenance, technical support, course updates, and issuance of co-branded certificates. INTEC is responsible for learner recruitment, local advising, and enrollment/registration coordination and assistance. In recruiting learners, INTEC shall adhere to the Code of Conduct attached hereto as Exhibit B in all material respects.

3.3 IN-MaC Delivery. IN-MaC delivers all IN-MaC Services directly. INTEC serves as an institutional interface between IN-MaC and all institutional clients in the Territory, coordinating scope, logistics, and communications.

3.4 Brand Approvals. All materials that use or mention any Purdue-owned name or mark require express prior written approval from Purdue's applicable Designated Liaison (or their designee). Approval shall not be unreasonably withheld, and commercially reasonable efforts will be made to review within fifteen (15) business days. Purdue should also ask for INTEC's permission to use its brand.

4. FINANCIAL TERMS

4.1 Financial SOWs. All pricing, fees, payment schedules, volume commitments, and revenue arrangements for any deployment of the Authorized Offering shall be governed exclusively by Financial SOWs executed separately by the Parties. This Agreement contains no financial commitments.

4.2 No Markup. INTEC may not mark up any educational offering in the PUO Portfolio, except that INTEC may charge institutional clients fees in connection with educational offerings so long as such fees (a) are agreed in advance, either specifically or per a mutually agreed schema, and (b) do not, in PUO's reasonable discretion, constitute "incentive compensation" in violation of the ban established under Title IV of the Higher Education Act, 34 CFR §668.14(b)(22). INTEC may not mark up fees for IN-MaC Services without express written consent from the IN-MaC Designated Liaison. The Parties acknowledge that INTEC may charge institutional clients separate administration fees related to IN-MaC Services. No such markups or fees may be represented as Purdue or IN-MaC charges.

5. INTELLECTUAL PROPERTY

5.1 Purdue IP. Purdue owns all Intellectual Property Rights to all Purdue educational content (including the PUO Portfolio content), IN-MaC Intellectual Property, names, trademarks, and Background IP, subject to licenses granted to INTEC or the learners as specified in the applicable Financial SOW. Unless expressly identified in a Financial SOW as work-for-hire, Purdue shall own all outputs, foreground Intellectual Property, and deliverables resulting from IN-MaC Services, subject to the license(s) granted to INTEC in the applicable Financial SOW. INTEC may not commercialize, rebrand, or create derivative works from any Purdue Intellectual Property, except as expressly permitted by this Agreement.

5.2 Licenses. Subject to the restrictions in this Agreement, each Party grants to the other a non-exclusive, non-transferable, revocable license to use its name and logo solely to promote and deliver the Authorized Offering within the Territory during the Term.

5.3 INTEC IP. Materials independently developed by INTEC remain INTEC's Intellectual Property, and Purdue has no claim to such materials.

6. TERM AND TERMINATION

6.1 Term. This Agreement commences on the Effective Date and continues for five (5) years, unless earlier terminated. The Parties may extend by mutual written agreement no less than ninety (90) days before expiration.

6.2 Termination for Cause. Any Party may terminate immediately upon written notice for: (a) uncured material breach after thirty (30) days' notice (provided that no such cure period shall apply if such material breach is, in the terminating Party's reasonable discretion, irremediable); (b) insolvency or receivership; or (c) loss of institutional accreditation.

6.3 Termination for Convenience. Any Party may terminate for convenience upon ninety (90) days prior written notice.

6.4 Effect. On termination: INTEC discontinues use of all Purdue Intellectual Property; all Confidential Information shall be returned, or, at the owner-Party's election, destroyed with destruction certified in writing by the recipient-Party within ten (10) business days; learners enrolled/registered and IN-MaC engagements active at termination may be completed in the normal anticipated timeframe per applicable Financial SOW; all licenses terminate, except for, and only for the duration of, any teach-out or IN-MaC engagement completion per the foregoing clause; and all accrued payment obligations survive.

7. GENERAL PROVISIONS

7.1 Confidentiality. Each Party shall keep confidential all non-public information that is marked as "Confidential," or that a reasonable person would conclude is confidential, received from the other Party, using at least the same care it applies to its own confidential information, and shall use it solely for the purposes of this Agreement. These restrictions shall not apply to information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party. Disclosures required by applicable law (including Indiana's Access to Public Records Act) or court order/subpoena shall not constitute a breach of this Agreement.

7.2 Representations and Covenants. Each Party represents that: (a) it has authority to enter into this Agreement; (b) it is OFAC-compliant (including that none of the party or its affiliates, as well as their respective equity holders, partners, officers, directors, employees, representatives or agents is named as a "Specially Designated National" or "Blocked Person" by OFAC, or otherwise appears on a list of prohibited persons issued by any governmental authority); and (c) it will comply with the FCPA and all applicable anti-corruption laws. Each Party shall comply with all Data Protection Laws regarding data derived from the Collaboration, as well as with all other applicable laws. In performing its obligations under this Agreement, INTEC and its applicable affiliates shall comply with all sanctions and embargoes applicable to U.S. persons, including those administered by OFAC, and all other applicable laws, statutes and regulations in force, including relevant sanctions or trade embargoes imposed, administered or enforced from time to time by a relevant governmental authority with jurisdiction over INTEC (and/or its applicable affiliates) and Purdue. Neither INTEC nor any of its subcontractors is (a) a citizen or national of a "foreign adversary," as defined in [Indiana Code 21-30-7-4](#), or (b) a "foreign source" or acting directly or

indirectly on behalf of a “foreign source,” as that term is defined in [Indiana Code 21-30-7-6](#), located in a “foreign adversary.”

7.3 Indemnification. Each Party shall indemnify and hold harmless the other from losses arising from its own breach, Intellectual Property infringement, or violation of applicable law in connection with this Agreement, excepting only such losses as may result solely from the acts of negligence of the other Party.

7.4 Independent Contractors. The Parties are independent contractors. Notwithstanding the use of terms like “partner”, this Agreement creates no partnership, joint venture, employment, or agency relationship, and no Party is hereby authorized to act as agent for the other.

7.5 Dispute Resolution. Disputes shall be resolved first through negotiation between Designated Liaisons (30 days), then escalated to INTEC's Rector, PUO's SVP for Partnerships and Online, and Purdue's Associate Vice President for Sponsored Program Services (15 days), and finally through binding arbitration under ICDR rules, seated in New York, U.S.A., conducted in English and Spanish.

7.6 Governing Law. This Agreement is governed by the laws of the State of Indiana, U.S.A., excluding conflict of law provisions. Courts of competent authority located in Tippecanoe County, Indiana, or, if in federal court, the Northern District of Indiana, shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

7.7 Designated Liaisons. For PUO: Victory Soe (vsoe@purdue.edu). For Purdue/IN-MaC: Lisa Deck (adeck@purdue.edu). For INTEC: Shajira Nazir, Provost or whomever she decides.

7.8 Relationship to Other Agreements. This Agreement does not supersede any other agreements as between the Parties.

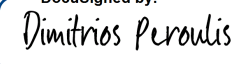
7.9 Entire Agreement; Amendment. This Agreement, together with all executed Financial SOWs and Exhibits, constitutes the entire agreement on its subject matter. Amendments require a written instrument signed by all Parties.

7.10 Counterparts. This Agreement may be executed in counterparts. Electronic signatures are valid and binding.

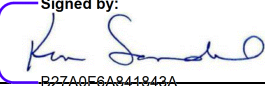
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the Effective Date.

PURDUE UNIVERSITY/PUO

DocuSigned by:

A4F7FFCC64D6402...
Dimitrios Peroulis
Senior Vice President for Partnerships and Online
Date: 7/13/2026

PURDUE UNIVERSITY/IN-MAC

Signed by:

B27A0F6A841843A...
Ken Sandel
Associate Vice President for Sponsored Program
Services
Date: 7/13/2026

INSTITUTO TECNOLÓGICO DE
SANTO DOMINGO (INTEC)

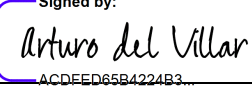
Signed by:

ACDFED65B4224B3...
Arturo de Jesús del Villar Alburquerque
Rector
Date: 7/13/2026

EXHIBIT A — AUTHORIZED OFFERING SUMMARY

PUO Portfolio — Online Micro-Credentials

Three independently priced profiles, delivered asynchronously through PUO's LMS (BrightSpace/D2L), with co-branded certificates upon completion:

- AI Profile: AI Data Storytelling Primer · Machine Learning Fundamentals · Demystifying AI, Understanding Risks, and Shaping the Future (and 10 additional AI courses).
- Advanced Manufacturing Profile: Manufacturing Analytics.
- Semiconductor Profile (3-course bundle): Fabrication 101 · Design 101 · Memory 101.

Purdue/IN-MaC Services — Workforce Development and Physical Infrastructure

- Pathways System: 12-month CTE consulting engagement for semiconductor/microelectronics workforce pathway design at participating technical institutions. Delivered in four phases (Discovery, Co-Design, Development, Readiness). Indicative reference cost: Approximately USD \$225,000 per engagement.
- Design and Innovation Studios (DIS): Physical installation of curriculum-integrated lab environments (robotics, automation, electronics, additive manufacturing) at technical high schools and K–8 institutions, including educator training and instructional integration. Delivered over 12 months in four phases. Indicative reference cost: Approximately USD \$68,431–\$85,100 per studio. Technology platforms sourced through STEM Education Works partnership.

All specific scopes, prices, timelines, and deliverables are governed by Financial SOWs, not by this Agreement.

EXHIBIT B — CODE OF CONDUCT

INTEC shall treat prospective learners ethically, respectfully and professionally in the marketing and recruiting process so that prospective learners can make informed enrollment/registration decisions without being subjected to high-pressure tactics. INTEC shall direct prospective learners to the official Purdue website (or associate subdomain or subdirectory) for additional information.

1. Prohibited Activities. INTEC shall not:
 - i. Falsely claim that enrollment/registration spots are limited or otherwise take advantage of prospective learners' lack of understanding to pressure them to enroll/register;
 - ii. Pressure prospective learners into making immediate decisions;
 - iii. Engage in excessive unsolicited contact;
 - iv. Offer inducements in the form of cash or free goods or services;
 - v. Obtain prospective learners' contact information through websites that falsely claim to provide assistance with finding employment or obtaining benefits, or directly make such claims to prospective learners; or
 - vii. Otherwise engage in coercive methods or manipulative language.
2. Affirmative Responsibilities. INTEC shall:
 - i. Ensure that all information provided to prospective learners is accurate, complete, and up-to-date, and is provided to all prospective learners without any requirement that such persons provide their contact information;
 - ii. Promptly honor any request from a prospective learner to remove their name, phone, email or other contacts. Prospective learner data must be maintained in accordance with the INTEC data privacy policy, which must be prominently posted on INTEC's website and furnished to Purdue (by link).
 - iii. Although INTEC may answer questions about the student application/registration process, it may not complete applications/registrations for students or apply any signature on behalf of a prospective learner.
3. Personnel. INTEC personnel shall have appropriate education, job titles, and skills for their role, and shall accurately describe the nature of their roles. INTEC shall oversee all such personnel and enforce a formal code of conduct that is consistent with this Code of Conduct. INTEC shall not use third-party contractors for recruitment or prospective learner engagement without Purdue's express written approval. Any such third-party contractors shall agree to abide by the terms of this Code of Conduct.
4. Audit. INTEC shall upon request provide records and documentation regarding recruitment activities, personnel, potential learner interactions, and code of conduct to ascertain compliance with the Code of Conduct, or as needed by Purdue to demonstrate its own compliance with legal or accreditation standards.