



The following Memorandum of Understanding (this "MOU") restates and amends the prior MOU between BRAVEN, INC. (f/k/a "Beyond Z, Inc."), a Delaware non-profit at 100 N. LaSalle Street, Suite 310, Chicago, IL 60602 ("Braven"), and the Board of Trustees of Northern Illinois University ("NIU") at 1425 W. Lincoln Hwy, DeKalb, IL 60115 (each a "Party", and collectively, the "Parties") and is effective as of May 2, 2022 ("Effective Date").

This document outlines the collaboration between Braven and NIU, pursuant to which the Parties will operate through June 30, 2027, unless further extended by both Parties in writing. As of the Effective Date of this MOU, the Prior MOU, including all modifications and amendments thereto, whether in writing or otherwise, is amended and restated in its entirety by this MOU.

Now, therefore, Braven and NIU agree to the following:

Braven agrees that it will provide services and materials to launch and operate a new credit-bearing course, the virtual Braven Career and Leadership Accelerator, to students enrolled in the Braven Leadership Accelerator (the "Course") starting in the Fall semester of the 2022 - 2023 school year and will provide those services up until and through the Spring 2027 semester. Both Parties agree that the Course will be a three-credit course comparable to other core academic courses that, at a minimum, counts towards graduation.

NIU agrees to take all reasonable actions to support Braven in all related policies and procedures as outlined in this MOU.

Braven and NIU agree to collaborate to implement the Course, which shall be comprised of the virtual "Braven Career and Leadership Accelerator" - a virtual comprehensive curriculum and skills development module including weekly learning labs, leadership coaching, and online job skill development tools (the "Accelerator Services").

The Parties agree to work in collaboration to implement the Course as a three-credit course by the Fall 2022 semester. Braven intends to raise upwards of two-thirds of the overall cost to offer the Course through philanthropic and employer contributions with fundraising collaboration from NIU as needed. NIU will pay a fee according to Exhibit C to help cover the cost to run the Braven Accelerator as well as provide in-kind support.

The Parties will abide by specific price and payment terms and any other conditions noted in the payment addendum attached to this MOU as "Exhibit A," and to additional terms and conditions attached to this MOU as "Exhibit B," "Exhibit C," and "Exhibit D." The terms and conditions marked as Exhibits A, B, C, and D, attached to this MOU are hereby incorporated and made a part of this MOU. In the event that the body of this MOU and the Exhibits contain conflicting provisions, the Exhibits shall prevail.



For the avoidance of doubt, the Parties agree that NIU staff and faculty will be bound by terms of this MOU, including but not limited to the Intellectual Property and Confidentiality provisions.

This MOU is for a term of five years commencing on the Effective Date, and ending on June 30, 2027, unless otherwise terminated in accordance with this MOU. This MOU may be supplemented or amended in writing with any mutually agreed upon modifications or amendments as an exhibit or restated agreement, as appropriate. This agreement may be terminated by any party by giving at least sixty (60) days' written notice to the other parties prior to the start of any semester. Should the MOU be terminated, the parties agree that any undisputed funds owed to the other will be paid within sixty (60) business days.

No Partnership or Joint Venture. While the Parties are engaged in a collaborative relationship, they are neither partners nor joint venturers with each other, and nothing in this MOU shall be construed to make them such partners or joint venturers, or impose any liability as such on either of them, and neither shall have the power to bind or obligate the other except as set forth herein.

INTELLECTUAL PROPERTY

1. IP Ownership.

"Intellectual Property" shall mean intellectual property or proprietary rights of any kind (in any jurisdiction), including: (i) trademarks, service marks, trade names, logos, trade dress, domain names and applications to register the same ("Trademarks"); (ii) inventions (whether or not patentable or reduced to practice), patents and patent applications (including utility patents and design patents); (iii) trade secrets, know-how and proprietary information; (iv) copyrights, and registrations of and applications to register the same; and (v) software of any type and rights therein, user interfaces, databases, collections of data and data and rights therein.

"Background IP" means all Intellectual Property owned by a Party that was created, developed, or acquired by such Party (i) prior to the Effective Date or (ii) independent of the Course, and all improvements to or derivative works thereof by any Party, including in the case of Braven, the Braven Career and Leadership Accelerator and Accelerator Services.

As between the Parties, each Party shall retain ownership of all right, title and interest in and to its Background IP and nothing herein shall be construed to transfer any right, title or ownership of any such Background IP to the other Party. NIU hereby acknowledges that the Course and the materials related thereto are the Intellectual Property of Braven.

Each Party shall own all right, title and interest in and to any and all Intellectual Property developed by such Party after the Effective Date, excluding any improvements to or derivative works of the Background IP of the other Party.



2. Grant of License.

Braven hereby grants to NIU a non-exclusive, non-transferable, limited license to use any Intellectual Property owned by Braven to the extent necessary to offer the Course subject to the terms and conditions set forth herein. NIU shall not offer the Course without Braven.

NIU hereby grants to Braven a non-exclusive, non-transferable, limited license to use any Intellectual Property owned by NIU to the extent necessary to offer the Course subject to the terms and conditions set forth herein.

For the avoidance of confusion, nothing in this MOU shall be construed to prohibit NIU from using, copying, and/or modifying any materials that are available in the public domain (*e.g.*, newspaper articles, books, and general reference materials).

Each Party may use the other Party's Trademarks that are set forth in Exhibit D, as such Trademarks are displayed therein, relating to the provision of services set forth in this MOU, including on materials prepared for: (i) the students; (ii) financial contributors/supporters of such Party; and (iii) marketing and promoting Braven, the Braven Career and Leadership Accelerator, and the Accelerator. Except as set forth in the preceding sentence, neither Party may use the other Party's Trademarks in any materials without express written consent.

Neither Party shall be deemed to have any other license, either express or implied, to any Intellectual Property owned by the other Party, by virtue of this MOU.

The licenses granted herein shall commence on the Effective Date and continue until the earlier of June 30, 2027, or the termination of this MOU. On the earlier of June 30, 2027 or the termination of this MOU, NIU shall cease use of all Braven Intellectual Property and Trademarks, and Braven shall cease use of all NIU Intellectual Property and Trademarks. However, the Parties' licenses to use each other's Trademarks included in Exhibit D shall continue perpetually solely for the limited purpose of referencing the fact that Braven has offered and provided the Course to NIU students. Each Party shall no longer use the other Party's Trademarks upon written notification from the Party providing the Trademarks.

DATA TRANSFER AND NON-DISCLOSURE.

1. **FERPA.** Braven hereby agrees to use student records only in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time. Braven shall implement reasonable security procedures to protect student records and the confidential and personal information within from unauthorized access, destruction, use, modification, and disclosure. Braven shall immediately notify NIU in the event of any actual, potential, or threatened breach of its obligations under this MOU, and will take all necessary and appropriate actions to restrain any and all use or disclosure of such confidential and personal information

within the student records. Braven shall be liable for not taking appropriate action to restrain any and all use or disclosure of such confidential and personal information. Braven shall also be liable for failing to provide a notice of any actual, potential, or threatened security breach to NIU. Braven shall defend, indemnify and hold NIU harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from the unauthorized use or disclosure of such confidential and personal information. Braven agrees to solicit and obtain a voluntary and express FERPA release from NIU students with respect to personally identifiable information on or before the termination of this MOU. If Braven is not able to obtain a voluntary and express FERPA release from an NIU student before the termination of this MOU, then Braven agrees to destroy that student's personally identifiable information consistent with its obligations under FERPA.

2. As discussed in the NIU Collaboration Responsibilities below, NIU will provide Braven with NIU de-identified benchmark data on persistence and graduation rates, and internship and job attainment rates if available, for the NIU population, as well as disaggregated data for the demographic groups Braven works with, including but not limited to first-generation college students, students from low-income backgrounds, and other underrepresented groups ("NIU Student Data").

3. Additional Joint Research: Braven and NIU may decide to engage in a joint research study or program evaluation to analyze Braven's short- and long-term impact at NIU. In that case, NIU and Braven will co-own proprietary rights to any data collected during the study, agree upon the evaluators, study design and any grant applications funding the study, share responsibility for grant applications and reports, and have co-authorship rights to any published findings.

CONFIDENTIALITY. Except with the consent of the other Party, neither Party shall disclose, copy or use, other than in conjunction with the purposes of this MOU, any Confidential Information of the other Party. "Confidential Information" means any information of a confidential and proprietary nature revealed by or through a Party (whether in writing, orally or by another means) and marked as "Confidential" to the other Party in connection with this MOU, including Intellectual Property. Each Party will use at least the same degree of care to protect the Confidential Information of the other Party as it would use to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Each Party shall restrict disclosure of Confidential Information to those of its employees, agents, and subcontractors who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein except as required by state and federal law or court order.

INDEMNIFICATION AND LIMITATION OF LIABILITY.

The Parties agree that Braven shall hold NIU harmless and indemnify it for any loss, claim, demand, including but not limited to real or personal property damage, resulting from its



negligence or the negligence of its agents or employees. Subject to the limitations of applicable Illinois law, NIU shall hold Braven harmless from and indemnify it for any for any loss, claim, demand, including but not limited to real or personal property damage, resulting from its negligence or the negligence of its agents or employees. No consequential, liquidated, or special damages may be claimed against each of the other Parties.

GOVERNING LAW . This MOU shall be interpreted and construed according to the laws of the State of Illinois, without regard to its conflict of laws principles.

[Signature Pages Follow]



AGREED:

THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

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TITLE

[Redacted Signature]

Lisa C. Freeman, PhD
President

Beth Ingram Digitally signed by Beth Ingram
Date: 2022.08.16 07:58:45
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Beth Ingram, PhD
Executive Vice President and Provost

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[Redacted Signature] 8-15-2022

Bryan Perry, Esq.
Vice President and General Counsel

BRAVEN, INC.

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Aimée Eubanks Davis
Founder/CEO

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[Redacted Signature]

Jonathan Chaparro
Executive Director, Innovation



Braven/ NIU MOU

Exhibit A - Payment Addendum

Fees-For Service

1. **NIU Fee.** To share the costs of program delivery, NIU shall pay Braven a fee as described in Exhibit C, regardless of under-enrollment, to provide the Accelerator Services described in Exhibit B during each of the Fall and Spring semesters for students enrolled in the Course. Such fee grants each enrolled student premium access to the Braven proprietary online portal (full access and dedicated coaching and support) during the semester they participate in the Accelerator Services. Alumni of Braven will have access to the online portal from the date of enrollment in the course through the term of this MOU, which shall include any renewals. The fee sent to Braven by NIU will be in the amounts listed in Exhibit C. Note that additional fees apply if the number of students enrolled exceeds the annual target set in Exhibit C by more than 4%. The Parties will discuss fee arrangements in the event this occurs.
2. **Invoicing.** Braven will send an invoice for such fees each semester within ten (10) business days of NIU's Add/Drop deadline each semester. Each invoice will be equal to the total fees listed for that semester in Exhibit C. All invoices will be sent to NIU and must be paid within sixty (60) days of receipt.
3. **Non-Refund.** After payment of the above referenced invoice, Braven shall not be required to provide any refunds of the fees paid by NIU for Braven services described in this MOU.

Braven/ NIU MOU**Exhibit B - Course Collaboration Terms and Conditions****Braven Services.**

For each of the Fall and Spring Semesters, Braven will deliver the following services:

- 1) Student Enrollment Support. Braven will provide materials, make presentations and conduct other outreach (in-person and virtually) to the extent needed to support NIU's structural strategies for student enrollment.
- 2) Student Assignment Services. Once students are enrolled, Braven will be responsible for assigning students into cohorts of five (5) to eight (8) students and matching them with a Leadership Coach. For the Fall 2022 semester, Braven may assign students into cohorts as large as nine (9) students.
- 3) Online Portal Services. Braven will make available to each enrolled student an account on Braven's proprietary online portal to access information about the Accelerator Services. Via the portal, students can engage in online learning modules focused on career preparation and leadership development competencies, submit and see feedback on assignments, and interact with Braven staff and NIU Teaching Assistants. Additionally, throughout the semester, Braven will provide students with the necessary information and support they need to engage and make progress in the online and live components of the Accelerator Services through a variety of strategies (e.g., portal announcements, text message reminders, help desk).
- 4) In-Person Services.
 - a) Braven will provide all enrolled students with access to the virtual live experiences of the Accelerator Services (over Zoom or equivalent medium), including:
 - i) Virtual weekly "Learning Lab" sessions with their cohort and leadership coach to practice and discuss career preparation and leadership skills introduced in the online portal;
 - ii) Other virtual (or potentially in-person) individual and large-group events (e.g., Kick-Off, Mock Interviews, Live Your Legacy Celebration, Capstone Challenge) to build and strengthen professional networks, develop skills, and gain exposure to various industries and professional settings; and
 - iii) At least one virtual individual coaching and mentoring session with their Leadership Coach to review resumes, set personalized goals, make plans, and review progress.

- iv) Potential key in-person events to build relationships, community, and culture.
 - b) Upon successful completion of the Course, students will become Braven “Post-Accelerator Fellows” and gain access to additional opportunities and support, including continued access to the online portal for the term of this MOU and periodic events and/or programming for Braven alumni, including a jobs newsletter to all Post-Accelerator Fellows. A limited set of targeted Post-Accelerator Fellows whom Braven determines are most at risk of not obtaining a strong job within six (6) to twelve (12) months of graduation will receive a one-on-one professional mentor.
 - c) If Braven holds any in-person programming event, Braven will consult with NIU regarding the modality of such event. Decisions will be made in contemplation of all COVID-19 guidelines, including but not limited to those issued by NIU, the Illinois Department of Public Health, Centers for Disease Control and Prevention, and the U.S. Department of Labor.
- 5) Talent Recruitment, Training, and Support. Braven will be responsible for recruiting, training, and supporting all the human capital required to effectively deliver the Accelerator Services, including the volunteer Leadership Coaches, and other volunteers (e.g., guest speakers, mock interviewers, capstone judges). NIU will source Teaching Assistants that Braven will train and support.
- 6) Analysis of our Impact and Results. Annually, Braven will be responsible for sharing an analysis of Course progress and student success across key benchmarks such as persistence through college and job attainment.
- 7) Key Dates. Braven will notify NIU of any programmatic space needs and dates in advance in order for NIU to ensure space for such programmatic events is secured in advance.

NIU Collaboration Responsibilities.

- 1) Credit and Degree Bearing Course. NIU will maintain the Course as a three (3)-unit credit-bearing undergraduate course that counts towards graduation at NIU through the term of this MOU.
- 2) Facilities and Technology. To the extent necessary for any in-person events that NIU and Braven mutually agree to host on campus, NIU will reserve meeting/classroom spaces and equipment (e.g., projector). Braven will notify NIU of any programmatic space needs and the dates of programmatic events in advance of such events in order for NIU to ensure space for such events is secured in advance of such events. Braven and its employees, agents and subcontractors entering upon NIU’s premises shall, to the extent reasonable and possible, take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damage to any person or property.

3) Student Data.

- a) **Benchmark Data:** To track long-term outcomes, NIU will provide Braven at least yearly with student data, including de-identified NIU benchmark data on persistence and graduation rates, and internship and job attainment rates if available, for the whole NIU population, as well as disaggregated data for the demographic groups Braven works with, including but not limited to first-generation college students, students from low-income backgrounds, and other underrepresented groups.
- b) **Enrolled Student Data:** To track long-term outcomes, NIU will provide Braven at least yearly with individual student transcript and demographic information for students enrolled in the Course who have completed appropriate FERPA releases, including, but not limited to, student demographics, professional outcomes, and academic information. Braven will gather signed FERPA waivers electronically from students.
- c) **Course Registration Data:** Given that enrollment data is time sensitive for course registration, NIU will provide direct login access for Braven's Site Director and Program Managers to be able to access accurate registration data at least daily during the course registration and add/drop periods. Braven and NIU will align on their data and technology systems to pull enrollment data automatically for Braven's Site Team.

4) Teaching Assistants. NIU will source and cover the costs for the number of Teaching Assistants necessary for the Course to serve as graders, adhering as closely as possible to a ratio of one (1) grader for every forty (40) students as consistent with the workload for other Teaching Assistants at NIU.

5) Structural Strategies for Student Enrollment. NIU will be accountable for enrolling students. NIU will offer the Course and use its best efforts to enroll enough students in order to reach the annual student enrollment goals outlined in Table 1 below for the Course, including but

not limited to the following:

- a) NIU will design a process in concert with Braven to ensure Huskie Pledge recipients who are required to take the course - complete it in either their sophomore or junior year - ideally most students as sophomores. NIU will require the course for Huskie Pledge recipients starting in Fall 2022 and will strongly encourage it for Huskie Pledge recipients who are already enrolled at NIU as of December 2021.
- b) Ensure Braven team has opportunities to actively present live (in-person and virtually) at all orientations.
- c) The Executive Vice President (EVP) and Provost and Sr. Vice Provost will pursue additional pathways to require the course for students from a low-income background such as the City College STAR Transfer scholarship, the CPS Scholarship, other AIM

- HIGH scholarships, TRIO Student Support Services, and Community College Transfer students.
- d) The EVP and Provost and Sr. Vice Provost will collaborate with Academic Leadership and Faculty to explore having the Course approved as a general education option.
 - e) The EVP and Provost and Sr. Vice Provost will collaborate with Academic chairs to explore the possibility of having the Course approved as a major elective within as many programs as possible and as a general education option.
 - f) NIU will explore additional pathways, in addition to those named above, to ensure they meet the enrollment goals.
 - g) Provide bi-annual and directory-level lists of student contact information (names, emails and phone numbers) across all undergraduate colleges and departments to the extent allowed under FERPA, so Braven can support NIU and directly reach out to students with course branding.
- 6) Faculty/Administrator Liaison(s). NIU will help Braven build champions and support ongoing committees to ensure smooth implementation at launch and over the length of the partnership.
- a) The NIU Executive Vice President & Provost will host a launch meeting with Senior Roundtable, Deans, Associate Deans, Student Services, Career Services and Dept. Chairs.
 - b) The senior team will facilitate warm introductions to chairs, deans and faculty and provide access to them.
 - c) NIU and Braven will form a Launch Committee and hold weekly or bi-weekly meetings until the Course launches.
 - d) One or more NIU faculty or administrators will serve as the official liaison(s) to Braven, with responsibilities including but not limited to:
 - i) *Regular check-ins*. Meet at least bi-weekly, with Braven staff to ensure smooth execution, review student progress, and/or provide feedback on the Accelerator Services.
 - ii) *Champion Braven to the NIU Community and Beyond*. Recruit colleagues and senior leadership to support student enrollment and participate in key Accelerator Services events (e.g., speak at events, serve as a judge for student capstone projects), and partner with Braven staff to share experiences and results of the partnership with others in the higher education community.
- 7) Instructor of Record. NIU will provide an instructor of record for the Course who will meet with Braven staff regularly.

- 8) Enrollment. The chart below sets forth NIU’s enrollment responsibilities for each of the semesters listed below. In this MOU, enrollment refers to students who remain enrolled in the Course following the end of the drop/add period for the applicable semester (“Enrolled Students”).

Table 1: Number of Enrolled Students By Semester

Semester	AY22-23	AY23-24	AY24-25	AY25-26	AY26-27
Fall	300	425	500	500	500
Spring	400	425	500	500	500
Annual Total	700	850	1000	1000	1000

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Exhibit C– Fees

NIU will pay according to the total fees schedule below, regardless of under-enrollment. Note that additional fees apply if the number of students enrolled exceeds the annual target set in the table below by more than 4%. The Parties will discuss fee arrangements in the event this occurs.

	FY23	FY24	FY25	FY26	FY27
Per Student Fee	\$565	\$520	\$500	\$500	\$500
Total Fees	\$395,500	\$442,000	\$500,000	\$500,000	\$500,000



Braven/ NIU MOU

Exhibit D - Licensed Trademarks

Licensed Braven Trademarks.



Licensed NIU Trademarks.

