

ACCELERATE INDIANA, INC.
QUALIFIED EDUCATION PROGRAM
STANDARD TERMS AND CONDITIONS

Last Updated Date: September 8, 2021

1. APPLICABILITY.

(a) The Qualified Education Program certifies that it understands and agrees that the following terms and conditions (collectively the “Standard Terms and Conditions”) are an integral part of the relationship and are incorporated into any application submitted to, contract awarded to or entered into with, or certification by Accelerate Indiana, Inc., an Indiana nonprofit corporation (“Accelerate”), as a delegate responsible for administering the Indiana Career Accelerator Fund established by Indiana Code § 5-34-2-1 (the “ICAF”). By submitting the application to be deemed a Qualified Education Program eligible to receive disbursements from the ICAF, the Qualified Education Program accepts and agrees that it is bound by these Standard Terms and Conditions. The individual(s) submitting the application and signing below affirms that he or she has the legal authority to bind the Qualified Education Program to these Standard Terms and Conditions.

(b) These Standard Terms and Conditions are subject to change by Accelerate (also referred to herein as “us”, “we”, or “our” as the context may require) without prior written notice at any time, in Accelerate’s sole discretion. Any changes to the Standard Terms and Conditions will be in effect as of the “Last Updated Date” referenced on <https://www.accelerateindiana.org/terms-conditions/> (the “Site”). The Qualified Education Program should review these Standard Terms and Conditions prior to certifying any Awardee’s enrollment in the Qualified Education Program or receipt of any funds from the ICAF. The Qualified Education Program’s certification of enrollment and/or receipt of funds from the ICAF after the “Last Updated Date” will constitute the Qualified Education Program’s acceptance of and agreement to such changes.

(c) In the event the terms and conditions within the Qualified Education Program’s application conflict with these Standard Terms and Conditions, these Standard Terms and Conditions will govern.

2. REQUIREMENTS FOR CERTIFICATION OF A QUALIFIED EDUCATION PROGRAM UNDER INDIANA CODE § 5-34-1-7 (AS MAY BE AMENDED FROM TIME TO TIME WITHOUT NOTICE).

(a) The program allows an individual to earn a credential in not more than six (6) months.

(b) The following must be demonstrated to Accelerate, as designee, concerning the program:

i. That at least seventy-five percent (75%) of enrolled individuals graduate from the program with a credential not more than six (6) months after the beginning of the program;

ii. That at least sixty-five percent (65%) of graduates obtain employment within three (3) months of graduating from the program;

iii. That graduates of the program who obtain employment within six (6) months of graduation earn average wages that are at least twenty percent (20%) higher than the wages the graduates earned before beginning the program; and

iv. That graduates of the program earn an average wage that is at least two hundred percent (200%) of the statewide per capita income within two (2) years of graduation.

3. COMPLIANCE – LAWS. The Qualified Education Program must comply with all local, state and federal laws, rules and regulations (“Laws”) applicable to the application, approval, origination, disbursement and servicing of Income Share Agreements (the “ISAs”) entered into by and between Accelerate and an individual who is approved to receive an award from the ICAF (an “Awardee”).

4. COMPLIANCE WITH OTHER REQUIREMENTS AND POLICIES.

(a) INSTITUTION & PROGRAM CERTIFICATION POLICIES. Accelerate shall develop policies to evaluate, identify, and certify qualified education programs. Accelerate’s Institution & Program Certification Policies (the “QEP Certification Policies”) are incorporated by reference and fully stated at <https://www.accelerateindiana.org/certification-guide/>, as may be amended from time to time by Accelerate in their sole discretion. The QEP Certification Policies govern the applicable process, the eligibility requirements, certification of qualified education programs, the program duties and responsibilities (including information sharing obligations) and such other items as set forth in such QEP Certification Policies. The Qualified Education Program is solely responsible for reviewing and understanding the QEP Certification Policies, as they may be amended or updated from time to time.

(b) PROGRAM DUTIES & RESPONSIBILITIES. Accelerate’s Program Duties & Responsibilities is incorporated by reference and fully stated at <https://www.accelerateindiana.org/duties-responsibilities/>, as may be amended from time to time by Accelerate in their its discretion. The Program Duties & Responsibilities governs the ongoing duties and responsibilities of each Qualified Education Program. The Qualified Education Program is solely responsible for reviewing and understanding Accelerate’s Program Duties & Responsibilities, as it may be amended or updated from time to time.

(c) PRIVACY. Accelerate’s Privacy Policy is incorporated by reference and fully stated at <https://www.accelerateindiana.org/privacy-policy/>, as may be amended from time to time by Accelerate in their its discretion. The Privacy Policy governs the processing of all personal data and certain other data collected by and from the Qualified Education Program in connection with the ISAs. The Qualified Education Program is solely responsible for reviewing and understanding Accelerate’s Privacy Policy, as it may be amended or updated from time to time.

5. INDEMNIFICATION. The Qualified Education Program shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless Accelerate, including its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses of whatever kind (including reasonable attorney’s fees) to the extent arising from the negligent or more culpable acts or omissions of Qualified Education Program while performing its obligations. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in the QEP Certification Policies.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL ACCELERATE OR ANY OF ITS AFFILIATES BE LIABLE TO QUALIFIED EDUCATION PROGRAM OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7. **TERMINATION.** In addition to any remedies that may be provided under these Standard Terms and Conditions, Accelerate may terminate its agreement with immediate effect upon written notice to the Qualified Education Program, upon (a) a change in any applicable Laws, including, but not limited to the statute establishing the Indiana Career Accelerator Fund or any statute relating thereto; (b) if the Qualified Education Program or any affiliated Qualified Education Program of the same institution has not otherwise performed or complied with any of the terms of these Standard Terms and Conditions, including, but not limited to any requirements set forth in the QEP Certification Policies, Accelerate's Program Duties & Responsibilities, or Accelerate's Privacy Policy; or (c) if the Qualified Education Program or any affiliated Qualified Education Program of the same institution becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

8. **SUBCONTRACTING OR ASSIGNMENT.** The Qualified Education Program's obligations under these Standard Terms and Conditions and the QEP Certification Policies may not be subcontracted or assigned by the Qualified Education Program, in whole or in part, without the prior written consent of Accelerate. Any purported assignment in violation of this Section is null and void. Such consent, if granted, shall not relieve the Qualified Education Program of any of its responsibilities.

9. **MAINTENANCE OF RECORDS.** The Qualified Education Program shall maintain records for Awardees and ISAs and related services for a period of thirteen (13) years from the date of the Qualified Education Program's delivery of the final disbursement from the ICAF. Such records shall be made available to Accelerate upon request for purposes of conducting an audit or for ascertaining information regarding Awardees, ISAs or the ICAF program. Such records shall be made available to the any federal or state agency upon request.

10. **NOTICES.** All notices required under this contract shall be in writing and shall be validly and sufficiently served by Accelerate upon the Qualified Education Program by (a) sending a message to the email address the Qualified Education Program provided in its application or (b) by posting to the Site. Notices from the Qualified Education Program to Accelerate shall be either by personal delivery, overnight courier, or registered or certified mail to the attention of Accelerate Indiana, 11595 N. Meridian St., Suite 200, Carmel, IN 46032. Accelerate may update the address for notices to Accelerate by posting a notice to the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

11. GOVERNING LAW. All matters arising out of or relating to these Standard Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

12. WAIVERS. No waiver by Accelerate of any of the provisions of these Standard Terms and Conditions is effective unless explicitly set forth in writing and signed by Accelerate. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Standard Terms and Conditions operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. SEVERABILITY. If any term or provision of these Standard Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Standard Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. ENTIRE AGREEMENT. The application, these Standard Terms and Conditions, the QEP Certification Policies, Accelerate’s Program Duties & Responsibilities, and Accelerate’s Privacy Policy will be deemed the integrated agreement between the Qualified Education Program and Accelerate on the matters contained in these Standard Terms and Conditions.

NAME OF QUALIFIED EDUCATION PROGRAM

By: _____
AUTHORIZED SIGNATURE

Name: _____

Title: _____

Date: _____