

## OLA General Contract Entry Form

|  |                                       |
|--|---------------------------------------|
| Agreement Name *   | Full Legal Name of Other Party *      |
| TAP Series LLP Hite Aug2016  | TAP Training Series Program LLC       |
| Term of Contract Start *   | Term of Contract End *                |
| 06/01/2016   | 08/31/2016                            |
| Originator *   | General Contract Reviewing Attorney * |
| LEMASTER.124   | schira.17                             |
| D-Org *  |                                       |
| D5501  |                                       |
| Amount *   |                                       |
| \$55.00  |                                       |
| Business Purpose *   |                                       |
| Teach food safety courses  |                                       |
| Handling Instructions  |                                       |
| Signed contract uploaded to Onbase is sufficient   |                                       |
| Will Protected Health Information (PHI) be disclosed by either party pursuant to this agreement? * |                                       |
| No   |                                       |
| Is a bid waiver required? (if so, please attach) *   |                                       |
| No   |                                       |

|   |
|---|
| Upload General Contract (1)   |
| CM General Contract *   |
| <u>CM General Contract LAC# 202395   TAP Series LLP Hite Aug2016 for \$55.00   TAP Training Series Program LLC   LEMASTER.124   schira.17</u> |

|   |
|---|
| Upload Additional Back-up Documentation |
| CM Back-up Documentation                |

☒ I have reviewed this contract with the appropriate Department Approval Individual set forth above, and that individual is aware of the contract and all terms therein, and has approved same. \*

Terms

☒ The contract and all necessary exhibits are attached. \*

☒ I have read the contract in its entirety and believe it reflects the business terms negotiated between the parties. \*

# TRAINING ACHIEVEMENT PROGRAM

## TAP Series Ohio Level 2 Food Safety Course Revenue Share Agreement

The Parties: This Agreement is between TAP Series, LLC (TAP) and  
381 Campbell Hall, 1787 Neil Ave., address,  
Columbus, OH 43210  
OSU Extension, FCS herein known as VENDOR.

**Pre-Purchase Option:** TAP will create an account for VENDOR with unique pass codes. Using a credit card, VENDOR will enter the account to pre-purchase enrollment rights for the Ohio Level II Food Safety Certification in Food Protection course for fifty-five dollars (\$55). Through VENDOR's promotional materials and web site, VENDOR will direct Clients to contact Vendor for payment and enrollment. Once VENDOR has directly collected the fee from Clients, VENDOR will reenter his or her TAP account and, using a pre-purchased enrollment right, enroll the Client into the course and provide the enrollment codes to the Client.


**Refund Policy:** A purchaser has thirty (30) days to request a refund. This refund is only available if the purchaser has not completed more than Lesson One of the TAP course and the enrollment was made within thirty (30) days of the refund request. If the refund request is valid, the Client will be refunded the full course purchase price. Through the Pre-Purchase Option, VENDOR will verify with TAP that the refund is valid, provide proof that refund was given to Client, and TAP will return an enrollment right to Vendor's account.

**VENDOR's Responsibilities within Pre-Purchase Option:** VENDOR is responsible for purchasing TAP Course Enrollment Rights on an as-needed basis in the county through each VENDOR's unique account with TAP. VENDOR is also responsible for directly collecting payment for TAP courses from Clients to cover cost of purchased Course Enrollment Rights. Additionally, VENDOR is responsible for marketing the course to its clients. This marketing includes: 1) maintaining TAP course advertisements in VENDOR office, 2) Answering Clients' questions on the cost, time requirements, & testing requirements of enrolling in the TAP course and receiving a Level Two Certificate in Food Protection. VENDOR is also responsible for proctoring all Clients' exams who complete the TAP online course. Clients will remain responsible for contacting VENDOR upon completion of TAP course, in order to notify them of need to schedule a time for exam proctoring.

**TAP Responsibilities:** TAP will actively ensure the TAP course is maintained according to the Ohio Department of Health specifications. TAP will maintain web site functions & provide customer service and technical support. TAP is also responsible for providing all requested and approved refunds to the VENDOR.

**Discontinuance of Agreement:** This agreement can be ended, without cause, with a thirty (30) days notice by either party, at which time all payments due under this agreement will be made to Vendor and TAP account will be closed.

**Signatures:**



TAP Series, LLC Authorized Representative

6/21/16

Date

George Roughan, Managing Partner

Print Name and Title



Geoffrey Chatas, Sr Vice President & CFO

Office of Business & Finance

The Ohio State University

6.16.16

Date