



## CONTRACT MODIFICATION

**Date:** June 16, 2025  
**Contract #:** UCPJMU6270  
**Service:** Exam Preparation Courses  
**Modification #:** Two  
**Issued By:** James Madison University Ph: 540-568-4272  
Doug Chester, Buyer Senior Fx: 540-568-7935  
**Contractor:** Kaplan North America  
Attn: Kim Canning  
1515 Cypress Creek Road  
Fort Lauderdale, FL 33309  
**Contract Administrator:** Amanda Kellogg, School of Professional and  
Continuing Education

### **Description of Modification Notice:**

The contractor's pricing schedule is hereby updated to add the following items:

Course	Regular Price	Discounted Price
PSAT Prep On Demand	\$79	\$79
SAT Prep On Demand	\$79	\$79

An updated pricing schedule is attached to this modification.

Additionally, the attached VHEPC Publicly Accessible Contract (PAC) Agreement is hereby added to UCPJMU6270. The PAC Agreement shall be effective as of June 11, 2025.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6270 as herefore changed, remain unchanged and in full force and effect.

**Kaplan North America**

**By:**

Jerry Dervin

*Name (print)*

Chief Financial Officer

*Title*

06 / 17 / 2025

*Date Signed*

**James Madison University**

**By:**

Doug Chester, VCO, CUPO

*Name (print)*

Buyer Senior

*Title*

6/17/2025

*Date Signed*

**AGREEMENT**  
**PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 11th day of June 2025, is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and Kaplan North America ("Vendor").

**TERM**

The term of this Agreement shall begin June 11, 2025, to April 25, 2026, with 1 of 1 1-year renewal option, and an expected final expiration date of April 25, 2027. This end date coincides with the Primary Agreement's UCPJMU6270 end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6270, dated April 7, 2022 (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now, therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third-party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor's logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:


Jerry Dervin  
Kaplan North America  
1515 Cypress Creek Road  
Fort Lauderdale, Florida 33309  
Email: [jdervin@kaplan.edu](mailto:jdervin@kaplan.edu)

With a copy to:

Kaplan North America, LLC  
1515 W. Cypress Creek Road  
Fort Lauderdale, FL 33309  
ATTN: General Counsel  
AND  
[KNALegal@kaplan.com](mailto:KNALegal@kaplan.com)

## ACCEPTANCE

**For James Madison University**

  
Doug Chester  
Buyer Senior

6/17/2025  
Date

Agreement #: UCPJMU6270-PAC

**For Kaplan North America**

  
Jerry Dervin  
Chief Financial Officer

06 / 17 / 2025  
Date



**Contract #:** UCPJMU6270

**Contractor:** Kaplan North America

**Modification:** Two

**Commodity:** Exam Preparation Courses

**1. Pricing Schedule**

Courses	Regular Price	Discounted Price
DAT Limitless (cost to JMU, if student is registered through University) 12 month subscription	\$749	n/a
DAT Limitless (cost to JMU, if student is <u>not</u> registered through University) 6 month subscription	\$1,699	n/a
DAT Limitless (cost to JMU, if student is <u>not</u> registered through University) 6 month subscription	\$850	n/a
DAT Limitless (cost to JMU, if student is <u>not</u> registered through University) 3 month subscription	\$699	n/a
MCAT Live Online	\$2,499	\$1,449
MCAT On Demand	\$1,799	\$1,299
MCAT In Person	\$2,899	\$1,899
OAT Live Online	\$1,199	\$749
OAT On Demand	\$899	\$649
NREMT Exam Prep 12 months	\$99	\$99
PTCE Exam Prep 6 months	\$89	\$89
PSAT Prep On Demand	\$79	\$79
SAT Prep On Demand	\$79	\$79

\*James Madison University reserves the right to include any additional courses not listed above but provided within the contractor's proposal at a later date.

2. JMU reserves the right to markup any course cost up to \$100/enrollment to cover administrative costs.

3. JMU shall have the ability to open course registration to both JMU students and Non-JMU students