



State of Oklahoma

Office of Management and Enterprise Services

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**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH LEARNING TREE INTERNATIONAL  
USA, INC.  
RESULTING FROM STATE WIDE CONTRACT NO. 1047**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Learning Tree International USA, Inc. (“Learning Tree”) in connection with Solicitation 0900000306 (“Solicitation”) and is effective September 14, 2018.

**Recitals**

Whereas, the State issued a Solicitation for proposals to allow suppliers the opportunity to provide previously developed training courses from their catalog and their learning partners' catalog as well as work with training divisions to develop their own curriculum;

Whereas, Learning Tree submitted a proposal which contained Contract Documents; and

Whereas, the State and Learning Tree have negotiated the final terms under which Learning Tree will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

**1. Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Learning Tree as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

## 2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to the dedicated course request form as contained in Attachment A to this Addendum titled, "Course Requirement Form";
- ii. revisions to the statement of work form as contained in Attachment B to this Addendum titled, "Statement of Work"; and
- iii. negotiated additional terms to the Solicitation as contained in Attachment C to this Addendum titled "Negotiated Additional Terms."

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

2.3. Learning Tree affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any agency to execute additional documents not listed above in connection with this Contract.

**State of Oklahoma by and through the Office  
of Management and Enterprise Services**

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 9/18/18

**Learning Tree International USA, Inc.**

By: 

Name: MAGNUS NYLUND

Title: COO

Date: SEPT. 14, 2018

Attachment A to  
Addendum 1 to  
**STATE OF OKLAHOMA CONTRACT WITH LEARNING TREE INTERNATIONAL USA, INC.**  
**RESULTING FROM STATE WIDE 1047**

The **Course Requirement Form** is hereby amended as set forth below and supersedes all prior documents submitted by Learning Tree International USA, Inc. ("Learning Tree") or discussed by the parties. The parties agree to use this **Course Requirement Form** or a document substantially similar.

## **Dedicated Course Request Form**

*Thank you for your interest in conducting a training course.*

**Course Type:**

Instructor Led        \_\_\_\_\_  
On Demand            \_\_\_\_\_  
Virtual                \_\_\_\_\_  
Other                  \_\_\_\_\_

**Dedicated Course Number/Title:**

\_\_\_\_\_  
\_\_\_\_\_

**Desired Location (provide as much information as possible):**

Customer Facility:

\_\_\_\_\_  
\_\_\_\_\_

Learning Tree Facility:

\_\_\_\_\_  
\_\_\_\_\_

Other:

\_\_\_\_\_  
\_\_\_\_\_

Desired Date Range – When would you like to deliver the class? Please be flexible:

\_\_\_\_\_

Anticipated class size: \_\_\_\_\_

Learning Tree recommends that courses must be scheduled a minimum of 2-4 weeks out before course start date. A **minimum of XX participants** is required to be able to offer a dedicated class; however, the facility must be able to hold a maximum of XX people. Please provide the names of the participants who are committed to taking this class on the dates and location referenced above.

#	Name of Participant	E-mail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
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29.		
30.		

Once a decision has been made to deliver a class at your site/local facility, please commit to working with your target audience to have them register for the course per the normal procedures.

# Customer SOURCED FACILITY

## LOGISTICS FORM

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<b>Course Name:</b>	
<b>Course City:</b>	
<b>Course Date:</b>	

<b>Facility Name:</b>	
<b>Facility Address:</b>	
<b>Facility POC:</b>	
<b>POC Phone:</b>	
<b>POC Email:</b>	

<b>Hotel Name:</b>	
<b>Hotel Address:</b>	
<b>Hotel POC:</b>	
<b>POC Phone:</b>	
<b>POC Email:</b>	



**Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH LEARNING TREE INTERNATIONAL USA, INC.  
RESULTING FROM STATE WIDE 1047**

The **Statement of Work** is hereby amended as set forth below and supersedes all prior documents submitted by Learning Tree International USA, Inc. ("Learning Tree") or discussed by the parties. The parties agree to use this **Statement of Work** or a document substantially similar.

**Statement of Work (SOW)**

**(Date)**

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**This Statement of Work** ("SOW"), effective as of **Date** ("Statement of Work Effective Date"), is issued between Learning Tree International USA, Inc. ("Learning Tree") and **(Customer)** in accordance with the terms and conditions of the Contract between Learning Tree and the State of Oklahoma by and through the Office of Management and Enterprise Services in connection with State wide contract number 1047. This Statement of Work identifies the Services and Materials being provided by Learning Tree.

**1. Scope of Work.**

**2. Project Schedule.**

**3. The following is Learning Tree International's all-inclusive fee, for the delivery of the proposed course:**

Course	Course Duration	Delivery Dates	Base Fee for 1-xx Attendees / Attendee Fee over xx

**4. On-Site Course Delivery includes:**

- Proprietary MagnaLearn presentation/projection system
- All hardware and software required for course delivery
- All printing, shipping and logistics management
- All instructor travel, lodging and expenses
- Pre-course instructor consultation
- **100% unconditional satisfaction guarantee**





**5. Intellectual and Property Rights.** The Customer acknowledges that ownership of all course materials furnished under this agreement remains with Learning Tree, including course materials that may contain course tailoring or content redesign for the Customer; however, information provided by the Customer to Learning Tree (for integration into the course or otherwise) shall remain the sole property of the Customer and shall not be used by Learning Tree in future courses. All course materials and methods (including printed material, visual aids, software, techniques and recordings) and all copyright, trademark, patent and other rights related thereto, remain the absolute property of Learning Tree. No part of Learning Tree's course materials, whether standard or redesigned, may be reproduced, stored in a retrieval system or transmitted in any form or by any means; electronic, mechanical, photocopying, recording or otherwise; or translated into any language without the prior written permission of Learning Tree.

**6. Payment:**

Learning Tree International USA, Inc.  
Department AT 952907  
Atlanta, GA 31192-2907  
usaccounting@learningtree.com

**7. Work Order Managers**

For Learning Tree:

For State of Oklahoma:

IN WITNESS WHEREOF, the parties have executed and delivered this Statement of Work as of the Effective Date.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment C to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH LEARNING TREE INTERNATIONAL USA, INC.  
RESULTING FROM STATE WIDE 1047**

**Negotiated Additional Terms**

**Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:**

Per Solicitation, Section B Special Provisions, Subsection B.2.1 the State approves Supplier's use of the following as a subcontractor(s) under this Contract: ITProTV, Packt, Velsoft, GoGo Training, 365 Cloud Academy, Skyline Technologies, ISC2. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.