

# WALDEN UNIVERSITY

*A higher degree. A higher purpose.*

## LETTER OF UNDERSTANDING

**THIS LETTER OF UNDERSTANDING ("LOU") is made this 15th day of December, 2015 (the "Effective Date")**  
**BETWEEN:**

- (1) Walden University, LLC ("Walden"): - a U.S. regionally accredited university offering online bachelor's, master's, and doctoral degrees, certificate programs, and professional development courses, having offices at 650 South Exeter Street, Baltimore, MD 21202, and
- (2) Defense Acquisition University, DAU ("Client Organization"): with an address at 9820 Belvoir Road, Fort Belvoir VA 22060

Walden and Client Organization agree to cooperate in the promotion, facilitation, and implementation of a program which allows Affiliate Members of Client Organization, the Defense Acquisition Workforce, ("Candidates") to receive a certain tuition reduction or savings as described below in their pursuit of higher education through any of the aforementioned Walden degrees, programs and courses (the "Tuition Benefit").

### Roles and Responsibilities

Walden and Client Organization will each provide the support listed below as part of the LOU. The cost of the below responsibilities will be incurred by the party that is responsible for executing it, unless otherwise discussed and agreed upon, in writing, between the two parties. There will be no cost sharing or expense transferred between parties for their respective responsibilities.

Walden	Client Organization
<ul style="list-style-type: none"><li>• Dedicated Account Representative</li><li>• Reasonable efforts to establish a mutually-agreeable communication plan regarding the Tuition Benefit within 30 days of the Effective Date</li><li>• Orientation session outlining (a) features, benefits and overall information regarding Walden degrees, certificates and courses, and (b) inquiry process for Candidates</li><li>• Dedicated information and inquiry resources customized to the Client Organization</li><li>• Regular reporting of activity</li><li>• Notice to Client Organization of additional programmatic offers that may be available to Candidates</li></ul>	<ul style="list-style-type: none"><li>• Dedicated Point of Contact</li><li>• Reasonable efforts to establish a mutually-agreeable communication plan regarding the Tuition Benefit within 30 days of the Effective Date</li><li>• Provide Walden with access through mutually agreed upon avenues of Client Organization communication.</li><li>• Direct Candidates to dedicated inquiry channels provided by Walden to Client Organization</li><li>• Distribute mutually agreed upon messaging publicizing the Tuition Benefit. All Client Organization communications relating to Walden will be provided to Walden for review. Such communications must be approved by Walden before dissemination.</li></ul>

### Benefit Eligibility:

Candidates must inquire through the marketing and information channels provided by Walden to Client Organization in order to obtain the Tuition Reduction. Failure to facilitate communication through these channels may result in Candidates not being eligible for the Tuition Reduction.

### Admission and Student Information

This LOU is not a guarantee that all Candidates of Client Organization will be granted acceptance or admission into Walden. All prospective Candidates will be subject to the same standard admissions and registration processes as all other prospective students applying to Walden. No student-specific information will be shared between Walden and Client Organization unless the Candidate grants permission in writing.

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## **Tuition and Billing**

Walden will bill each Candidate directly for tuition and fees, unless otherwise agreed upon, in writing, between the two parties.

The Tuition Benefit offered to Client Organization's Candidates is a 10% tuition reduction. The Tuition Benefit is applicable to tuition only and does not apply towards books, materials and other supplies or fees needed for a course. This reduction will remain in effect for the duration of the student's continuous enrollment at Walden. All Candidates that are current Walden students are eligible for the Tuition Benefit from the date of execution of this LOU, provided, however, no tuition reduction will be made retroactively.

Walden may change the Tuition Benefit offered hereunder for any calendar year by providing Client Organization written notice by December 1 prior to such calendar year, with the new Tuition Benefit taking effect on January 1. For the avoidance of doubt, such change would not affect the Tuition Benefit for Candidates who are currently enrolled at Walden and using the existing Tuition Benefit.

## **Term and Annual Renewal**

This LOU shall be in effect for the period commencing on the Effective Date and will renew automatically for successive one (1) year periods, unless terminated by either party, without cause, upon ninety (90) days advance written notice to the other party. Either party may terminate this LOU for cause immediately upon written notice to the other party. In the event the LOU is terminated, any Candidates then enrolled in Walden shall continue to enjoy the Tuition Benefit as outlined in this LOU.

## **Governing Law**

This LOU will be governed by, and interpreted in accordance with applicable Federal law.

## **Counterparts**

This LOU and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

By signing this LOU, Walden and Client Organization agree to be bound by the above as of the Effective Date.

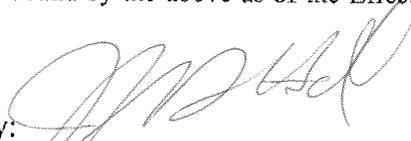
By:



Date: 11/23/2015

Name & Title: Roy L. Wood, PhD  
Vice President (Acting)

By:



Date: 12/1/15

Name & Title: Jennifer Hall  
Vice President  
Global Business Development