

Education Services Agreement

This Education Services Agreement (the "Agreement") is entered into by and between Defense Acquisition University which includes both employees and students, ("Agency") and DeVry University, Inc. ("DeVry"), and shall become effective following execution by both parties (the "Effective Date"). This Agreement enables the Agency to participate in DeVry's Corporate Education Program (the "Program") for the term of this Agreement. The parties agree as follows:

DeVry's Responsibilities:

1. This Agreement will allow Agency employees and students to participate in workshops and other events established during the term of this Agreement by DeVry University for the Agency.
2. Tuition Benefits: Provided that the Agency employees and students identifies the Agency as his or her sponsor on the DeVry Application for Admission form, Agency employees and students who are admitted to and attend DeVry's programs shall receive a waiver of the application fee normally required by DeVry. No application fee credit or repayment shall be made for any Agency participant already enrolled at DeVry. In addition, such student will be charged tuition at 90% of the then prevailing tuition rate applicable to that student's chosen program, location and delivery mode, such tuition savings not commencing until the first full session after the Effective Date. No tuition credit, repayment, reparation or refund shall be made for or to any Agency participant relating to classes that commenced prior to the first full semester after the Effective Date. Notwithstanding anything to the contrary, the Agency employee is free to apply for any separate scholarship program, military pricing program or other tuition savings program for which he or she is eligible under the terms of DeVry University's catalogs and addenda thereto, provided that (a) DeVry University makes no guarantee that the employee will receive any such scholarship, military pricing or other tuition savings and (b) a student may (subject to the conditions set forth in DeVry University's catalogs and addenda thereto) participate in only one such scholarship, military pricing, other savings program benefit or this Agreement.
3. Billing: DeVry University will bill the Student directly for all tuition costs and Other Fees, and it shall be the student's responsibility to pay all amounts incurred.

Agency's Responsibilities:

1. Informational Events: During the term of this Agreement, the Agency will assist DeVry in organizing informational events to communicate the benefits of this Agreement through the promotion of DeVry and Keller programs. The Agency will grant DeVry access to the Agency's participants at least quarterly through mutually agreeable events, such as information tables, presentation workshops, seminars/speakers on mutually agreed topics and other events as the parties may agree. The Agency will also provide opportunity for DeVry to offer Webinars to those participants wishing to take advantage of that informational method.
2. The Agency will not make any statements or representation regarding DeVry or its programs, policies or services, nor develop for distribution any marketing materials on DeVry's behalf.

Standard Terms and Conditions:

1. Upon receipt of an application for admission and request for evaluation, DeVry will evaluate applicable transfer credits. Credits approved for transfer will be applied to degree programs articulated through the Memorandum of Understanding with DAU then in effect and consistent with DeVry policies and procedures. DeVry will review DAU courses that have received American Council on Education (ACE) college course recommendations and other DAU courses for possible transfer credit. Transfer credit is considered on an individual basis and subject to all applicable program requirements and academic policies. Nothing in this Agreement shall be construed as an award or commitment to award transfer credit at DeVry.
2. The term of this Agreement is five (5) years from the Effective Date and will automatically renew for one (1) additional one (1) year term unless either party sends the other a written notice of non-renewal at least sixty (60) days before the expiration of the then current term of this Agreement.

3. With the exception of using each other's logos on the respective partnership websites, neither party is allowed to use the other party's name, tradename, trademark or logos in publicity releases or advertising without first securing prior written consent from the other party for each use. Upon termination of this Agreement, each party shall (a) cease all use of the other party's name, tradename, trademark or logo; and (b) discard, destroy or delete any printed and electronic materials, containing the name, tradename, trademark or logo of the other party.

4. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.

5. Both parties hereby disclaim all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, either party's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed the amount paid by the Agency's employees to DeVry for tuition during the three (3) month period immediately preceding the occurrence of the event which is the subject of the claim. In no event will either party be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

6. (a) Either party may terminate this Agreement for a material breach by the other party upon giving the other party fifteen (15) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the fifteen (15) day cure period.

(b) Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.

7. This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. Any provision of this Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.

8. This Agreement shall be governed and construed according to the laws of the State of Maryland, without regard to its conflicts of laws principles.

9. Sections 2, 4, and 7 of the Standard Terms and Conditions shall survive termination of this Agreement for any reason.

10. All other notices under this Agreement will be in writing, addressed to the receiving party's address appearing below or to another address as that party may designate in a written notice, and will be either (a) delivered by hand; (b) made by email or facsimile; (c) sent by overnight courier; or (d) sent by registered mail, return receipt requested, postage prepaid. All notices will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party; (ii) if made by email or facsimile, at the time that receipt thereof, as evidenced by appropriate receipts, facsimile "answer-back" print-outs, or similar documentation; (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

To DeVry:
DeVry University, Inc.
Highland Landmark V
3005 Highland Parkway – Suite 100
Downers Grove, IL 60515-5799
Attn: Nick Mottlow (Senior Manager, Field Operations)
Account Manager: Tom Katsahnias

To Agency:
Defense Acquisition University
9820 Belvoir Road
Fort Belvoir, VA 22060
Wayne E. Glass

10. Fully executed scanned electronic versions of this Agreement shall be considered to be originals for the purposes of enforcement.

IN WITNESS WHEREOF, the Agreement has been executed as of the Effective Date.

DeVry University, Inc.