

**DEVRY UNIVERSITY TRANSFER PLEDGE
TECHNICAL COLLEGE SYSTEMS OF GEORGIA
AND
DEVRY UNIVERSITY**

This Memorandum of Understanding ("MOU") dated as of November 8, 2021 ("Effective Date"), is by and between Technical College Systems of Georgia ("Institution") and DeVry University, Inc. ("DeVry").

RECITALS

Through this MOU, Institution and DeVry agree to a cooperative relationship to better serve students and to facilitate the transfer process from Institution to DeVry through Transfer Admission Pledge ("the Program").

The Program offers DeVry's pledge for transfer admission to the Bachelor of Science in Computer Information Systems degree, the Bachelor of Science in Technical Management degree and the Bachelor of Science in Business Administration degree at DeVry for Institution students who have completed DeVry's Admissions Application¹ ("Program Participants") and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Institution and DeVry agree as follows:

1. Transfer Admissions Pledge

- a. Program Participants that earn an associate degree from Institution and satisfy DeVry admission requirements will be admitted into DeVry.
- b. Program Participants who earn a qualifying associate degree from the Technical College Systems of Georgia will receive 60 credit hours into the DeVry program as listed below.
 - a. Associate of Science in Information Technology into the Bachelor of Science in Computer Information Systems
 - b. Associate of Science in General Business into the Bachelor of Science in Business Administration
 - c. Associate of Applied Science in Business Technologies into the Bachelor of Science in Technical Management
- c. In addition, Program Participants who earn a qualifying associate degree from the Technical College Systems of Georgia are eligible to receive transfer credits as follows:
 - a. Associate of Applied Science in Business Management into the Bachelor of Science in Technical Management (59 hours transfer hours)

¹ Transfer Inquiry Form is available at <http://devryworks.com/dawnm>

- b. Associate of Applied Science in Computer Programming into the Bachelor of Science in Technical Management (59 hours)
- c. Associate of Applied Science in Cyber Security into the Bachelor of Science in Technical Management (55 hours)
- d. Associate of Applied Science in Health Information Technology into the Bachelor of Science in Technical Management (55 hours)
- e. Associate of Applied Science in Network Specialist into the Bachelor of Science in Technical Management (55 hours)
- f. Associate of Applied Science in Website Design Development into the Bachelor of Science in Technical Management (55 hours)
- d. Program Participants who apply will receive a waived application fee.
- e. Program Participants who earn an associate degree from Institution and enroll at DeVry will be automatically considered for the Future Ready Transfer Scholarship.
- f. Program Participants who apply and are accepted to DeVry will receive academic, financial aid and career services advising.

2. Academic Requirements for Program Participants

- a. All courses taken at the Institution with grades “D” or better as part of a conferred associate degree will be accepted for credit by DeVry. In the event DeVry has specific grade requirements for core courses in the undergraduate program, the Program Participant may be required to repeat a course in the undergraduate degree program to satisfy that requirement.
- b. During enrollment as part of the Program, DeVry will provide advisement to Program Participants to discuss academic program requirements and transfer credits when initiated by the Program Participant. It is recommended that Program Participants track their degree progress by working with their transfer advisor at Institution. Program Participants shall authorize Institution and DeVry to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations (“FERPA”). DeVry shall provide reasonable advising services to Program Participants seeking to discuss DeVry’s academic program requirements and transfer credit policies. DeVry may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

3. Admission Requirements for Program Participants

- a. Program Participants must apply to DeVry through its enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations, if required by state. Unless explicitly stated herein, all Program Participants who enroll at DeVry are subject to the same

² Additional DeVry scholarship information is available at <https://www.devry.edu/tuition-financial-aid/financial-aid/scholarships-grants.html>

general rules and requirements applicable to all other DeVry students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.

- b. Notwithstanding anything to the contrary, DeVry reserves the right to deny admission to Program Participants that: (i) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (ii) have been convicted of any criminal offense; (iii) present other factors in their personal or academic background that DeVry deems inappropriate, inconsistent with DeVry standards; or (iv) do not otherwise meet DeVry's requirements for admission, as amended from time to time.
- c. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to DeVry under the same conditions as traditional transfer applicants.

4. Eligibility for a Program Transfer Scholarship

- a. Program Participants may be eligible for the Future-Ready Transfer scholarship upon their first session of enrollment at DeVry by enrolling in at least 9 credit hours per semester. Qualifying transfer students enrolled in a DeVry bachelor's degree program will be awarded \$1,000 during their first session, \$6,168 during their last 12 credit hours with a lifetime award of \$7,168.
- b. Program Participants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid ("FAFSA") is required for consideration for many need-based awards.
- c. Students may be eligible for multiple institutional funding programs and may only be awarded the funding program that is most beneficial.

5. Term and Termination

- a. This MOU will remain in effect until terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOU the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.
- b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.
- c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into DeVry provided they satisfy all Program

¹ Transfer Inquiry Form is available at <http://devryworks.com/dawnm>

requirements and apply for admission as a transfer student to DeVry no later than two (2) years after the date of termination.

6. Engagement Plan

- a. Institution may publish the details of this MOU in a form agreeable to DeVry on Institution's website and other internal communication channels to promote the Program to its students.
- b. DeVry and Institution will have the right to review and approve all advertising for the Program.
- c. All promotion and advertising contemplated under this MOU will be done in accordance with all applicable laws and regulations.
- d. Institution should provide DeVry with alumni data in the Program for the purpose of providing information relating to this MOU.

7. Miscellaneous

- a. This MOU contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- b. This MOU shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- c. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this MOU shall be deemed severed from this MOU and the validity of the remainder of this MOU shall not be affected thereby.
- d. This MOU shall be governed by and construed in accordance with the laws of the State of Georgia.
- e. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice).

For Institution:

Technical College Systems of
Georgia

Attn: Dr. Ray Perren
1800 Century Place N.E. Suite 400
Atlanta, GA 30345

For DeVry:

DeVry University
Attn: Scarlett Howery
1200 E. Diehl Rd
Naperville, IL 60563

With a copy to:

² Additional DeVry scholarship information is available at <https://www.devry.edu/tuition-financial-aid/financial-aid/scholarships-grants.html>

DeVry University
Attn: Legal – Contracts
1200 E. Diehl Rd
Naperville, IL 60563

- f. The waiver by either party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- g. Neither party may assign its rights or delegate its duties under this MOU. Any attempted assignment or delegation in violation of this Section shall be null and void.
- h. This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this MOU, facsimile signatures shall be considered equivalent to original signatures.
- i. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- j. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU. Neither party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. There are no intended or actual third-party beneficiaries of this MOU.
- l. The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this MOU, each party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.

¹ Transfer Inquiry Form is available at <http://devryworks.com/dawnm>


By signing below, each party acknowledges its agreement with the terms and conditions of this MOU, and each signatory represents and warrants that they are authorized to sign on behalf of and to bind their party to all of the terms and conditions of this MOU as of the Effective Date.

Technical College Systems of Georgia

DeVry University, Inc.


Name: Greg Dozier
Title: Commissioner

Date: 11/17/2021


Name: Scarlett Hower
Title: Vice President, University and
Campus Partnerships

Date: 11/17/2021

In New York State, DeVry University operates as DeVry College of New York.

² Additional DeVry scholarship information is available at <https://www.devry.edu/tuition-financial-aid/financial-aid/scholarships-grants.html>

Corporate Education Program Agreement

This Corporate Education Program Agreement (the “Agreement”) is entered by and between Technical College System of Georgia, its affiliates and subsidiaries, (“Company”) and DeVry WORKS, a division of DeVry University Inc. (“DeVry”). This Agreement enables the Company to participate in DeVry’s Corporate Education Program (the “Program”) for the term of this Agreement. The parties agree as follows:

1. DeVry’s Responsibilities:

1.1. Tuition Benefits: Employees, alumni, esol, faculty and staff of the Company who are admitted to and attend DeVry’s programs (the Employee) will be charged tuition at a percentage reduction of DeVry’s then prevailing tuition rate (“Partner Group Tuition Rate”). The percentage reduction is set forth in Exhibit A and is subject to change at DeVry’s sole discretion. Additionally, such Employees shall receive a waiver of the application fee normally required by DeVry provided that the Employee identifies the Company as his or her employer on the DeVry Application for Admission form. No Employee who is already enrolled at DeVry shall receive any application fee credit or repayment. Partner Group Tuition Rate will not commence until the first full session after the Effective Date. No Employee shall receive any tuition credit, repayment, reparation or refund relating to classes that commenced prior to the first full term after the Effective Date. Employees shall not be entitled to any other Partner Group Tuition Rate and are subject to all other requirements, rules, policies and procedures as set forth in the respective DeVry catalogs and addenda, as amended from time to time.

1.2 Billing: DeVry will bill the Employee directly for all tuition costs and any applicable fees, and the Employee shall be responsible to pay all amounts incurred. However, the Employee may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry’s internal tuition/fee deferral policies and procedures and (b) payment by the Employee of a deferral fee which is required in the case of each deferral granted.

1.3 Family Education and Benefits Program (FEBP): DeVry University agrees to offer the benefits of the Corporate Education Program Agreement including 15% off of DeVry’s tuition rate, to any family member (each a “Dependent” and collectively “Dependents”) of Company, the definition of a Dependent is as follows below:

Dependents include: a spouse, biological child, stepchild, legally adopted child, child for whom the employee is a court appointed guardian, and child of a domestic partner. Dependents are also defined as a domestic partner, in a committed long-term relationship, with a partner of the same or opposite sex. Neither party can be legally married to other individuals. Adoptive or biological parents of the eligible employee can also be classified as Dependents.

The Dependent student must complete the DeVry University Family Education and Benefits Program Eligibility & Billing form in order to be eligible for the benefits. No application fee credit or repayment shall be given retroactively to any Dependent student that is already enrolled at DeVry University.

Dependent students are free to apply for any separate scholarship program, military pricing program or other tuition savings program for which they may be eligible under the terms of DeVry University’s catalogs and addenda.

DeVry University will bill the Dependent student directly for all tuition costs and Other Fees, and it shall be the Dependent student’s responsibility to pay all amounts incurred. However, the Dependent student may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry’s internal tuition/fee deferral policies and procedures and (b) payment by the student of a deferral fee which is required in the case of each deferral granted. DeVry University reserves the right to deny admission to a Dependent student if such Dependent student cannot meet the requirements for admission, as amended from time to time.

2. Company's Responsibilities:

- 2.1. Employee Engagement: DeVry and Company will collaborate and create awareness of partnership to employees.
- 2.2. The Company 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.

3. Term and Termination:

- 3.1 The term of this Agreement is three (3) years from the Effective Date, unless either party sends the other a written notice of termination at least sixty (60) days before the anniversary date of the Effective Date.
- 3.2 Either party may terminate this Agreement for a material breach by the other party upon giving the other party thirty (30) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the thirty (30) day cure period.
- 3.3 Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.
- 3.4 In the case this Agreement is terminated for any reason by either party, no additional Employees or Dependents will be eligible for the Program benefits. Employees or Dependents currently enrolled at the time of termination will (i) continue to receive the applicable Partner Group Tuition Rate as long as they are not out of school for more than six consecutive sessions; and (ii) will be informed by DeVry *WORKS* Partnership Services team via email.

4. Confidentiality, Media

- 4.1 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. DeVry and the Company agree that DeVry may list the Company and the benefits available to its employees under this Agreement on DeVry's internal and external websites and/or DeVry's tuition calculator tool as a means of assisting the Company's employees in learning about and taking advantage of the available benefits.
- 4.2 Press Release; Public Announcements: Promptly following the execution of this Agreement, the Company and DeVry shall jointly issue a mutually agreeable press release (the Mutual Press Release) announcing certain terms of this Agreement.

5. General

- 5.1. 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.
- 5.2 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, neither party's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall exceed the amount paid by the Company'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.**
- 5.3 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.

5.4 This Agreement shall be governed and construed according to the laws of the State of Georgia.

5.5 Sections 4.1, 5.2, and 5.4 shall survive termination of this Agreement for any reason.

5.6 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; (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.
1200 E. Diehl Road
Naperville, IL 60563
Attn: Legal Department - Contracts

With copy to Account Manager: Dawn Moore

To Company:

Technical College System of Georgia
1800 Century PI NE Ste 400
Atlanta, GA 30345-4304

5.7 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.


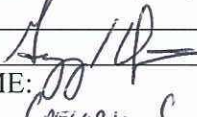
DeVry University, Inc.	Technical College System of Georgia
BY: 	BY: 
NAME: Pamela McTernan	NAME: GREGORY C. DOZIER
TITLE: Operations Manager, Strategic Partnerships	TITLE: COMMISSIONER
DATE:	DATE: 11/17/2021

EXHIBIT A

Company's Employees, alumni, esol, faculty and staff shall receive a reduction of 15% off of DeVry's tuition rate.

CORPORATE EDUCATION PROGRAM AGREEMENT ADDENDUM

This Addendum dated November 17, 2021, (hereinafter the "Effective Date") amends the Corporate Education Program Agreement ("CEP Agreement") entered into between DeVry University, Inc. ("DeVry") and Technical College System of Georgia ("Company").

The Parties desire to add additional provisions to the CEP Agreement as follows:

Tuition Benefits: Employees, alumni, esol, faculty and staff of the Company and their dependents who are registered to and attend DeVry's programs ("Student") will be charged tuition at a percentage reduction of DeVry's then prevailing tuition rate ("Partner Group Tuition Rate"). For avoidance of doubt, "Employees" includes interns and contractors of the Company. The percentage reduction is set forth in Exhibit A and is subject to change at DeVry's sole discretion. Additionally, such Employees shall receive a waiver of the application fee normally required by DeVry provided that the Employee identifies the Company as his or her employer on the DeVry Application for Admission form. No Student who is already enrolled at DeVry shall receive any application fee credit or repayment. Partner Group Tuition Rate will not commence until the first full session after the Effective Date. No Student shall receive any tuition credit, repayment, reparation or refund relating to classes that commenced prior to the first full term after the Effective Date. Students shall not be entitled to any other Partner Group Tuition Rate or DeVry savings and are subject to all other requirements, rules, policies and procedures as set forth in the respective DeVry catalogs and addenda, as amended from time to time.

1. **Complimentary Course (Jump Start Your Future Program):** DeVry in conjunction with Company is offering the following opportunity to new Students and their dependents, enrolled at DeVry after the Effective Date. Please note: Students who take part in DeVry's Bridge2Bachelor's program are not eligible for the jumpstart your future program detailed herein.
Jump Start Your Future Program: New Students and their dependents may enroll in a DeVry 3-credit-hour course, for academic credit at no tuition cost. Students are responsible for the costs of books and student fees applicable to their selected program. For those Students interested in a 4-credit hour course, they may enroll and will be responsible for the tuition for one credit hour. In addition, the Learning Management System Access ("LMS") fee will be waived for Students taking only one course, but the LMS fee will be charged if a Student takes additional courses. Students must meet all pre-requisite and course requirements, and take the course within their first session. A Student may not take more than one complimentary course in their first session. Students who fail DeVry's entrance assessment for math and/or English will be placed in DeVry's foundational prep courses ("Foundations"), which are free of charge. Such Students may not participate in the Jump Start Your Future Program until they have successfully completed their Foundations coursework. Foundations coursework is offered at DeVry's discretion to applicants whose demonstrated proficiency in college-level skills does not meet the minimum requirements for admissions
2. **Employee Engagement/Marketing Communications Plan.** Company and DeVry agree that the attached Employee Engagement/Marketing Communications Plan shall apply to this Addendum.
3. **Five Complimentary ModULearn Basic Modules.** DeVry in conjunction with Company is offering the opportunity for five (5) of Company's employees to enroll in Accelerated Leadership Basics, a 3-module program delivered through ModULearn Basic at no cost.

These 3-modules will provide targeted, strategic skills development applicable for anyone that is currently or seeks to be in a leadership role.

4. **Automatic Addendum Expiration.** This Addendum shall expire by its own terms on the one-year anniversary date of the Effective Date and all tuition rates shall revert back to the tuition rate set forth in the CEP Agreement.
5. **Term and Termination.** In the case this Addendum is terminated for any reason by either party, no additional employees or Students will be eligible for the Jump Start Your Future Program, complimentary ModULearn Basic Modules or Tuition Benefits. Students currently enrolled at the time of termination will (i) continue to receive the applicable Partner Group Tuition Rate as long as they are not out of school for more than six consecutive sessions; and (ii) will be informed by DeVry WORKS Partnership Services team via email.
6. **No Other Modification to Addendum.** Except as specifically modified by this Addendum, the CEP Agreement and each of its terms shall remain in full force and effect.

The undersigned acknowledge and agree that this Addendum shall be incorporated in full into the CEP Agreement and become a part thereof as if its terms were initially included in the CEP Agreement, and represent and warrant that they are authorized to sign this Addendum to bind their respective party hereto.

**TECHNICAL COLLEGE SYSTEM
OF GEORGIA**

BY:  _____

Name: GREGORY C Dorice

Title: Commissioner

Date: 11/17/2021

DEVRY UNIVERSITY, INC.

BY:  _____

Name: Pamela McTernan

Title: Operations Manager, Strategic Partnerships

Date:

Account Manager: Dawn Moore

EXHIBIT A

Employees, alumni, esol, faculty and staff shall receive a reduction of 25% off of DeVry's tuition rate.