

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Fort Bend County and its affiliates, ("Client") with its principal place of business located at 301 Jackson Street, Richmond, Texas 77469.

Benefits Offered by University:

- 1. The University will provide a four percent (4%) tuition reduction to the Client's employees who meet the University's admission standards. This applies to any University program, including certificate programs, and single courses, including professional development courses. After the effective date of this MOU and after the date the student identifies as an employee of Client, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's student policies.
- 2. The University will provide a link to a University website to assist employees with enrollment.
- 3. The University will also provide information to support the Client's internal promotion of continuing education.

Client Contributions:

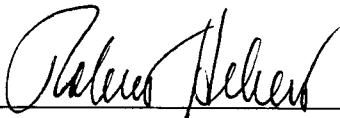
- 1. Subject to the Client's policies, the Client will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

General Terms and Conditions:


- 1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If either party believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, either party may terminate the MOU immediately upon written notice to the other party.
- 2. The University may use Client's name verbally for reference purposes only. The Client grants the University the right to use the Client's name and logo in writing for purposes of this MOU only.
- 3. Each party acknowledges that the relationship with the other is that of an independent contractor.
- 4. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Fort Bend County, Texas.
- 5. This MOU does not create any rights, title, or interest for any entity other than the University and the Client.
- 6. Both parties agree that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.

FORT BEND COUNTY

UNIVERSITY OF PHOENIX, INC.



 Signature



 Signature

Robert E. Hebert

Printed Name

William Pepicello, Ph.D.

Printed Name

County Judge

Title

President

Title

3-6-2012

Date

2/10/12

Date

Approved by Commissioners
Court on February 7, 2012

38-12 copy received