

Corporate Partnership Agreement

This Corporate Partnership Agreement ("Agreement") is entered into as of August 1, 2011 ("Effective Date") by and between Western International University, an Arizona corporation ("WIU") with its principal place of business located at 9215 N. Black Canyon Highway, Phoenix, Arizona 85021 and City of Glendale ("Glendale") with its principal place of business located at 5850 W. Glendale Ave., Glendale, AZ 85301.

1. Term

This Agreement shall become effective on the above referenced Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice.

2. Credit Recommendation Guide

Glendale may submit its training coursework materials by email to WIUarticulations@west.edu. Upon receipt of such materials, WIU will create a Credit Recommendation Guide (CRG) providing a course by course transfer guide of what materials may be submitted to WIU for credit. By entering into this Agreement, both Parties agree to allow its name and the course information, which includes the course name, the training hours, and the course modality to be published in the CRG and provided on WIU's website.

Glendale may submit hard-copy materials to:

Western International University
Attention: Corporate Articulation
Mail Stop Code: DB-A101
9215 N. Black Canyon HWY
Phoenix, AZ 85021

3. Tuition Reduction

WIU will provide a seven percent (7%) tuition reduction to any Glendale employee (except for those employees residing in Arkansas, Florida, Kentucky, Minnesota, Tennessee, and Washington) who meet WIU's criteria for admission and enroll in any WIU program, including professional development courses and certificate programs. The effective date of the tuition reduction will be mutually agreed upon in writing by Glendale and WIU. The reduction will apply against the then current tuition price in effect for each course. This reduction in tuition applies to course tuition only and unless otherwise stated all other fees (application, books, and graduation) and charges will be charged to the employee as applicable at the full amount. WIU may change its tuition rates and fees at any time and may offer, substitute, or cancel any program, both in its sole discretion.

In order for existing WIU students to receive the tuition reduction from the effective date of the tuition reduction, they must be identified to WIU within ninety (90) days from the effective date of the reduction. Upon termination of this Agreement, WIU will, as a benefit to currently enrolled students, continue to provide the tuition reduction for the program or course of study in which the student is currently enrolled so long as the student does not take a break in attendance for more than one year.

4. Other Fees

WIU will waive the application fee and eBook fee for the first class that requires an eBook to any Glendale employees (except for those employees residing in Arkansas, Kentucky, Minnesota, Tennessee, and Washington) who meet WIU's criteria for admission and enroll in any WIU program, including professional development courses and certificate programs.

5. Educational and Administrative Student Services

All educational and administrative student services, with the exception of reduction rates, will be governed by WIU Policies and Procedures when the services are rendered, including, but not limited to, the applicable WIU Student Policy.

6. Student Privacy

Each Party acknowledges and agrees that they will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g), as amended, and will not disclose any information protected by FERPA to any unauthorized third parties.

7. Communications

While this Agreement is in effect and subject to Glendale approval, WIU will provide informational content for use by Glendale in its internal employee communication channels such as a designated website located on WIU's servers (the location of the URL shall be provided to Glendale upon its completion), printed collateral, online communications, Glendale intranet announcements, and at a minimum six (6) annual awareness events for Glendale employees at Glendale locations, as mutually agreed upon, which may include, but are not limited to, distribution of WIU information, conducting surveys, providing a benefits fair and question and answer sessions.

Glendale agrees that it will inform and advise its employees of its tuition reimbursement program, including the tuition reimbursement limits and the process in obtaining the benefits of their program. Glendale will publish WIU informational content on its internal employee communication channels such as the Glendale Employee Intranet (benefits section or similar) and area newsletters, if any, and will coordinate with WIU as necessary to assure that employees are provided the most up-to-date program information.

8. Intellectual Property

Each Party shall remain the sole owner of all rights to its intellectual property, including, but not limited to, name, trade names, trademarks, service marks, trade secrets, patents, copyrights, and logos and any other intellectual property rights ("Intellectual Property") as those rights now exist or may exist in the future.

While this Agreement is in effect, Glendale hereby grants to WIU a nonexclusive, royalty free, non-transferable, revocable license to use Glendale's name, trademarks and logos for use on the designated website and other employee communications as set forth above in accordance with this Agreement only. It is agreed by the Parties that any and all use of Client's Intellectual Property shall be pre-approved by Glendale and such use shall cease upon termination of this Agreement.

9. No Establishment of Third Party Rights

This Agreement is not intended to create any rights, title or interests for any person or entity other than WIU and Glendale.

10. Independent Contractor Status

Each Party acknowledges and agrees that the relationship with the other is that of an independent contractor and nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.

11. Regulatory Termination

If WIU believes, in its sole discretion, that the action required by this Agreement or the Agreement itself might potentially in any manner adversely affect its accreditation, or any license or exemption issued by a State educational board or commission, or likewise violates any law or regulation, WIU shall not be required to take any such action, or alternatively, may terminate the Agreement immediately upon written notice to Glendale:

c/o
City of Glendale
Director of Human Resources
5850 W. Glendale Ave.
Glendale, AZ 85301

12. Amendment and Assignment

This Agreement may not be changed, modified, altered, or amended in any respect without the mutual written consent of both Parties. This Agreement may not be assigned by either Party or otherwise transferred, in whole or in part, without the prior written consent of the other Party. Any attempt by either Party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.

13. Compliance with Law, Governing Law and Jurisdiction

Each Party agrees to abide by all applicable Federal and State Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of Arizona. Jurisdiction for any claim, dispute or lawsuit shall be Maricopa County, Arizona.

14. Authority to Sign

Each person affixing his or her signature to this Agreement represents that he or she has the authority to do so on behalf of WIU and Glendale.

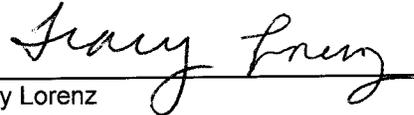
15. Facsimile and Counterparts

This Agreement may be executed by facsimile and in one or more counterparts. A copy or facsimile of a signature will be deemed an original, all of which shall constitute the Agreement.

16. WIU warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

17. WIU certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

Date: 7/28/11


Tracy Lorenz
President
Western International University

Date: 7/28/2011


Alma Carmicle
Executive Director of Human Resources and Risk Management
City of Glendale

ATTEST:



APPROVED AS TO FORM:

