

**DeVry University
Corporate Education Program Agreement**

This Agreement (the "Agreement") is made as of June 22, 2011 (the "Effective Date") by and between the City of Glendale ("Glendale") and DeVry University Inc., an Illinois corporation registered to do business in the state of Arizona, ("DeVry University"), and enables Glendale to participate in DeVry University's Corporate Education Program (the "Program") for the term of this Agreement.

1. Provided that the employee identifies Glendale as his or her employer on the DeVry University Application for Admission Form, Glendale employees who attend DeVry University's programs shall receive a waiver of the application fee normally required by DeVry University. No application fee credit or repayment shall be made for any Glendale employee already enrolled at DeVry University. 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 semester after the Effective Date. No tuition credit, repayment, prororation or refund shall be made for or to any Glendale employee relating to classes which commenced prior to the first full semester after the Effective Date. Glendale employees shall not be entitled to any other tuition savings and are subject to all other requirements, including but not limited to admission requirements, as set forth in the respective DeVry University catalogs and addenda.

2. Notwithstanding anything to the contrary, the Glendale 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 tuition savings program benefit or this Agreement.

3. DeVry University will bill the employee/student directly for all tuition costs and other fees, and it will be the student's responsibility to pay all amounts incurred. However, the employee may choose to defer billing by requesting from and working with a DeVry University advisor to secure a deferral, subject to (i) DeVry University's internal tuition/fee deferral policies and procedures and (ii) payment by the student of a deferral fee which is required in the case of each deferral granted.

4. The term of this Agreement is two (2) years from the Effective Date and will automatically renew for one (1) additional two (2) 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.

5. (a) Glendale is hereby granted a limited, non-assignable, non-exclusive license to use the DeVry University and Keller names, tradenames, trademarks and logos (the "Marks") during the term of this Agreement for the sole purpose of performing Glendale's obligations under this Agreement; and DeVry University is hereby granted a limited, nonexclusive license to use Glendale's name, trade names and logos during the term of this Agreement for the sole purpose of marketing to Glendale employees any Glendale educational events sponsored in conjunction with DeVry University. Glendale must adhere to the brand guidelines and compliance regulations applicable to each of the Marks. DeVry University logo guidelines can be found at <http://apps.devry.com/logoguidelines/devry/index.htm> and Keller Graduate School logo guidelines can be found at <http://apps.devry.com/logoguidelines/keller/index.htm>. Glendale agrees to replace or rectify misuse of the Marks immediately upon notice.

(b) Section 4 does not: (i) grant any rights to use the Marks for any purpose other than as specifically provided herein; (ii) allow Glendale to grant any security interest in or to the Marks; (iii) allow the assignment or sublicense of any of Glendale's rights under this provision; or (iv) permit Glendale to adopt, use and/or attempt to register any other mark comprised of or derived from the Marks or otherwise similar thereto. Glendale acknowledges and agrees that all rights in and to the Marks belong exclusively to DeVry University. Glendale agrees that it will not ever directly or indirectly attack or question DeVry University's exclusive ownership of the Marks. Upon termination of this Agreement, the foregoing limited licenses will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark or logo of the other party. Neither party shall use the name, tradename, logo or trademark of the other party in any way that would cause

confusion in the public mind as to the relationship between the parties, and neither party shall by virtue of this Agreement, gain any right, title or interest in any name, tradename, trademark or logo of the other party.

6. During the term of this Agreement, Glendale will work with DeVry University to grant access to Glendale's employees in order to organize informational events promoting DeVry University and Keller programs through mutually agreeable events, such as information tables, lunch and learn events, seminars/speakers on mutually agreed topics and other events as the parties may agree. If Glendale's internal policies prohibit specific onsite events, Glendale will provide opportunity for DeVry University to offer Webinars to those employees wishing to take advantage of that informational method.

7. 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.

8. (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.

9. This Agreement shall be governed and construed according to the laws of the State of Arizona.

10. Sections 3, 5(b), and 9 shall survive termination of this Agreement for any reason.

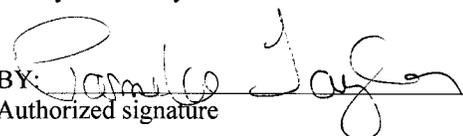
11. DeVry University certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

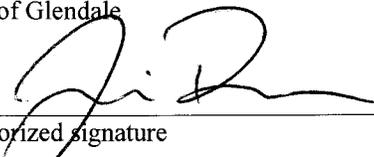
12. Fully executed scanned electronic versions of this Agreement shall be considered to be originals for purposes of enforcement.

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

DeVry University Inc.

City of Glendale

BY: 
Authorized signature

BY: 
Authorized signature

Pamela Taylor 6-22-11
Printed name and title Date
National Director

Jim Bean Asst HR Director
Printed name and title Date 8/16/11

ATTEST:

 08/31/11
Date

APPROVED AS TO FORM:


Date