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**C-8121
08/15/2012**

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 8121

(Alliance Memorandum of Understanding)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

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 City of Glendale, Arizona and its affiliates, ("Client") with its principal place of business located at 5850 West Glendale Avenue, Glendale, Arizona 85301.

Benefits Offered by University:

1. The University, at its discretion, may evaluate current professional development and training programs owned by the Client for potential Prior Learning Assessment credit, reporting these results in a Credit Recommendation Guide.
2. The University will provide a link from the Client's internal website 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:

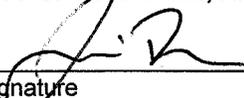
1. If the Client desires to take advantage of Prior Learning Assessment, the Client shall submit its Client owned professional development and corporate training courses by following the University submission instructions and Prior Learning Assessment Policies and Procedures.
2. If the Client takes advantage of Prior Learning Assessment, the Client agrees to permit the University to publish the Credit Recommendation Guide publicly on *phoenix.edu*.
3. 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 the University 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, the University may terminate the MOU immediately upon written notice to the Client.
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 Arizona. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.
5. This MOU does not create any rights, title, or interest for any entity other than the University and the Client.
6. Subject to A.R.S. § 39-121 *et seq.*, (the Arizona Public Records Law), The Client agrees that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.

CITY OF GLENDALE, ARIZONA

UNIVERSITY OF PHOENIX, INC.



Signature



Signature

Jim Brown

Printed Name

William Pepicello, Ph.D.

Printed Name

Interim Director of Human Resources

Title

President

Title

7/16/12

Date

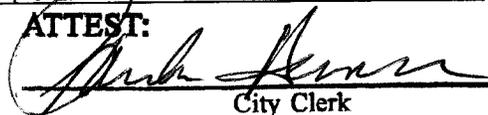
Approved as to form:

8/3/12

Date



Craig Tindall
City Attorney

ATTEST:


City Clerk