

**Articulation Agreement
between
DeVry University
and
Army Management Staff College**

This Articulation Agreement (the “Agreement”) dated as of July 25, 2019 (the “Effective Date”) is by and between Army Management Staff College (“AMSC”), an educational institution of the federal government, Department of the Army and DeVry University, Inc., an Illinois corporation (“DeVry”).

WHEREAS, AMSC and DeVry wish to establish an arrangement to provide educational opportunities to Eligible Individuals (as defined in Appendix A) of AMSC, leading to credit transfer opportunities to such Eligible Individuals who are matriculated students of DeVry;

NOW THEREFORE, the parties agree as follows:

1. Terms and Conditions

Appendix A, the terms of which are incorporated herein by reference, sets forth additional terms and conditions of this Agreement and forms an integral part of this Agreement.

2. Requirements

A. This Agreement will enable Eligible Individuals who matriculate into DeVry programs to use certain AMSC courses to meet degree requirements within DeVry programs by applying credit as specifically outlined in Appendix B, subject to the specific requirements of the selected DeVry programs. The details of which AMSC courses may be so transferred and how DeVry will accept such transferred course credits is set forth on Appendix B hereto, the terms of which are incorporated herein by reference.

B. DeVry reserves the right to deny admission to a student if such student cannot meet DeVry’s requirements for admission, as amended from time to time. Additionally, DeVry may terminate a student’s enrollment for violation of any rule, policy or procedure of DeVry, as amended from time to time, in the same manner as DeVry may terminate the enrollment of any student at large. Causes for termination of the student’s enrollment include, but are not limited to, the student’s failure to make timely payments of tuition and/or related fees.

C. This Agreement is made explicitly subject to the terms of DeVry’s admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the DeVry academic catalogs and academic policy regarding transfer of external credit (all of the foregoing collectively referred to herein as the “DeVry Policies”). In developing Appendix B, the parties have also taken into consideration the AMSC’s catalogs, course descriptions, and other relevant information provided by AMSC to DeVry.

D. Undergraduate students admitted to DeVry will be required to meet the same minimum admissions requirements as other of DeVry’s similarly situated undergraduate students, including but not limited to:

- i. High school diploma or equivalent or a post-secondary degree (as set forth by standard international transcript evaluation policies) from an appropriately accredited school as determined by DeVry;

- ii. All other standard DeVry admissions, placement and program requirements; and
- iii. English-proficiency requirements for nonnative speakers of English (if applicable) as defined in the academic catalog.

E. To graduate, all students must meet the residency requirement for their academic program as noted in the Academic Catalog. In addition, undergraduate students must meet upper-division course requirements for their chosen DeVry program.

F. Only Eligible Individuals who matriculate into DeVry programs may apply to DeVry for the course-to-course transfers outlined in Appendix B, subject to this Agreement, the specific requirements of the selected degree program and any other DeVry Policies. Students are required to submit an official transcript from every institution they previously attended regardless of whether credit was earned. It shall be the student's responsibility to request any permitted credit transfer in accordance with the DeVry Policies and this Agreement.

3. Miscellaneous

A. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, or representations with respect to the subject matter hereof.

B. 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.

C. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Failure of a party to enforce any provision of this Agreement will not be a waiver of such provision nor of the right to enforce such provision.

D. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.

E. Each party signing this Agreement represents that it has been signed by an individual who is authorized by his or her entity to enter into this Agreement on behalf of such entity.

F. Any Appendix referenced in this Agreement is hereby incorporated herein by reference. In the event of any conflict between the terms of body of this Agreement and the terms of any Appendix, the terms of the body of this Agreement shall prevail.

G. Notices under this Agreement shall be deemed given (a) on the following business day when sent by overnight courier; or (b) three (3) days following registered mailing, in each case to the other party at the address specified below or such new address as a party shall communicate to the other in writing from time to time.

To DeVry:

DeVry University
1200 E. Diehl Rd
Naperville, IL 60563
Attn: University Academics – Articulation Agreements

With a copy to:

DeVry University
1200 E. Diehl Rd
Naperville, IL 60563
Attn: Bill Caruso, General Counsel and Vice President, Regulatory Affairs

To AMSC:

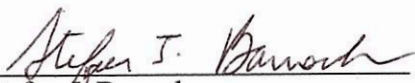
Army Management Staff College
250 Gibbon Avenue, Bldg 120
Eisenhower Hall
Fort Leavenworth, KS 66027
Attn: Francesca Marion, Chief, Academic Operations

H. The entire terms of this Section 4 shall survive termination of this Agreement for any reason.

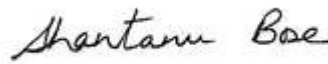
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Army Management Staff College

DeVry University, Inc.


Stefan J. Banach
Director

07/31/2019
Date


Shantanu Bose, Ph.D.
Provost

10/30/19
Date

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

APPENDIX A (FOR U.S. ACCREDITED EDUCATIONAL INSTITUTIONAL ARTICULATION AGREEMENT)

I. Purpose

The purpose of this Agreement is to advance the educational opportunities of Eligible Individuals by creating synergy and leveraging capabilities leading to transfer of credit opportunities to Eligible Individuals who are matriculated students of DeVry. This Agreement between AMSC and DeVry is intended to allow AMSC students to transfer approved credit hours into certain DeVry programs of study. DeVry will determine the number of credits to be accepted for transfer and award semester credit for approved AMSC courses.

II. DeVry's Profile and Accreditation

DeVry University is accredited by The Higher Learning Commission (HLC). www.hlcommission.org. The mission of DeVry University is to foster student learning through high-quality, career-oriented education integrating technology, science, business and the arts. The university delivers practitioner-oriented undergraduate and graduate programs onsite and online to meet the needs of a diverse and geographically dispersed student population. All course credits are stated in terms of semester-credit hours. www.devry.edu

III. Institution Profile and Basis for Acceptance of Academic Credit

AMSC is accredited by the U.S. Army Training and Doctrine Command (<https://www.tradoc.army.mil>) and by the International Association for Continuing Education and Training (IACET) (<https://www.iacet.org>).

At this time, AMSC wishes to enter into this arrangement with DeVry to facilitate the transferring of AMSC's course credits identified in Appendix B to DeVry, all subject to the terms and conditions contained in this Agreement.

IV. Eligible Individuals

This program will be available only to "Eligible Individuals" who shall be defined as students of AMSC who have completed the curriculum as outlined in Appendix B.

V. Additional Terms

a. Notwithstanding the terms of Section 2(D) of the Agreement, no student of an AMSC academic program will be denied admission to DeVry on the basis of any admissions test score. Students admitted under this Agreement may be tested for placement purposes. Certain programs have separate requirements for assessment and placement. The score obtained on such placement tests may result in the need for the student to successfully complete appropriate transitional studies coursework, which may affect program length and cost.

b. Students of AMSC programs who matriculate into applicable DeVry programs may apply the specific transfers outlined in Appendix B, subject to the specific requirements of the selected degree program.

c. In addition to subsection V(b) above, students of AMSC may transfer other course credits not specified on Appendix B into DeVry's degree programs listed above, subject to all DeVry admissions, program and course transfer requirements and policies.

d. In the event that a student elects to enroll and attend both DeVry and AMSC simultaneously, students will be responsible for those costs and expenses related to their studies at each academic institution. These costs are stated in the current catalog in effect at each academic institution. This Agreement does not entail economic responsibility on the part of the respective participating academic institutions. Also, each academic institution will implement any procedures required to achieve satisfactory academic progress. Each will also maintain student records and, if applicable, will comply with the federal regulations governing the use of Title IV funds.

e. Both academic institutions agree that they will promptly inform the other of any substantive changes in academic requirements, course or programs of study or any other change that may affect this Agreement.

f. For purposes of clarity, the references to “academic institutions” is intended to refer to both DeVry and AMSC.

g. DeVry will waive all application fees for Eligible individuals admitted in connection with this Agreement.

VI. Promotion and Limited License

a. Promotion

(i) AMSC agrees to provide information opportunities and programs contemplated in this Agreement among its student population in the same or similar manner as it allows other academic institutions who have Articulation Agreements with AMSC. AMSC will also provide opportunities for representatives of DeVry, or DeVry’s approved agents, to visit AMSC’s locations and disseminate information about DeVry educational opportunities and programs contemplated in this Agreement in the same or similar manner as it allows other academic institutions who have Articulation Agreements with AMSC.

(ii) All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.

VII. Term, Renewal, Changes and Termination

a. Subject to the other terms of this Agreement, this Agreement shall be in effect for one (1) year from the Effective Date. Thereafter this Agreement will automatically renew for periods of one (1) year each until June 1, 2024 or until terminated by either party upon providing thirty (30) days prior written notice to the other party, whichever is sooner. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days notice to the other party in the event of a material breach of this Agreement by the other party, which breach is not cured during such notice period.

This Agreement must be reviewed annually for continued validity, applicability, and the addition of new courses and programs at DeVry and new courses and programs at AMSC, and the appropriate AMSC Officer and the DeVry Chief Academic Officer, or their designees, may make modifications to this Agreement by written amendment only. Any modifications to this Agreement must be made only by mutually written agreement between the parties.

Appendix B: Course Mapping

The following are the Army Management Staff College Civilian Education Courses that were evaluated and the corresponding DeVry University programs in which some credit may transfer.

AMSC Civilian Education Course	Transferable Credit Hours	DeVry University Equivalent	Applicable Program
Basic Course	1.5	Undergraduate Elective, Lower-Division	<ul style="list-style-type: none">• Bachelor's – Business Administration (BSBA)• Bachelor's – Technical Management (BSTM)
Intermediate Course	3.5	Undergraduate Elective, Upper-Division	
Advanced Course	5.5		