

SERVICE AGREEMENT

This Service Agreement ("Agreement") serves as the official Agreement between the National Association of the Advancement of Colored People (hereinafter "NAACP"), located at (4805 Mt. Hope Drive, Baltimore MD 21215) and UNIVERSITY of Phoenix, Inc. , an Arizona corporation (hereinafter "UNIVERSITY"), located at 4025 South Riverpoint Parkway, Phoenix, AZ 85040, collectively referred to as the Parties.

Executive Summary of Partnership

I. NAACP Summary:

- The NAACP represents that it is an organization exempt from Federal income tax under Code Section 501(c)(3) and a public charity described in Code Sections 509(a)(1) and 170(b)(1)(A)(vi). NAACP will immediately inform UOPX if its Federal tax exemption is revised or revoked in any way. NAACP agrees to provide sufficient documentation to support UOPX's income tax deduction under Code Section 170 which shall be attached hereto as **Exhibit A**.
- The NAACP mission is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination."

II. Services and Offerings for each party:

The University will provide the following:

- UOPX agrees to donate to NAACP a one time payment of Two Hundred Fifty Dollars (\$250,000) for the Initial Term of the Agreement. Any additional donations for any renewal period shall be mutually agreed upon in writing. UOPX irreversibly gives, transfers, assigns, and delivers all of its right, title and interest in the above donation to The NAACP by way of a gift to be used to become a sponsor as more fully described below. UOPX agrees to make such donation on or before January 30, 2011. The NAACP agrees that it shall only use the donation for its charitable and educational purposes.
- UOPX will identify a key staff member that will serve as a liaison(s) and/or contact person for this partnership.
- Subject to lease restrictions and landlord approval, UOPX will provide, as an in-kind donation, access to UOPX Resource Centers for local chapter meetings and events, as mutually agreed upon.
- Subject to lease restrictions and landlord approval, UOPX will provide, as an in-kind donation, access to UOPX Chapter Resource Centers for local chapter office space, as mutually agreed upon.

- Subject to lease restrictions and landlord approval, UOPX will provide, as an in-kind donation, access to UOPX Resource Centers for NAACP International meetings and events, as mutually agreed upon.
- Subject to lease restrictions and landlord approval, UOPX will co-host NAACP regional conferences (in-kind contribution of classroom space, remote training technology, and other support resources), as mutually agreed upon.
- The use of training facilities and teleconferencing services to support NAACP branch and field work (number per year to be determined)
- Support the development of key curriculum material or permission to use or customize University of Phoenix curriculum, as reasonably allowed, to support NAACP operational and training needs.
- UOPX will assist with in-kind support of NAACP Leadership 500 and Daisy Bates educational conference as needed (workshops content development, speakers, and panelist).

The NAACP will provide:

- NAACP will identify a key staff member / Board Member that will serve as a liaison(s) and/or contact person for this partnership.
 - Assist in the establishment and active participation in NAACP corporate campaign advisory board. A University of Phoenix representative will serve on the NAACP Corporate Campaign Advisory Board.
 - NAACP will provide Partner designation to the UOPX in the following manner: (a) list the UOPX as a Partner on NAACP website; and (b) place a UOPX link on The NAACP website. (As agreed upon)
 - UOPX will provide five (5) tuition scholarships valued at \$50,000 each (\$250,000) to be awarded before the end of the UOPX fiscal year which is August 31, 2011 (otherwise they will be forfeited); provided, however, that NAACP agrees to the scholarship terms and conditions as provided by and dictated by the UOPX scholarship department in their sole discretion. As a condition of receiving these scholarships, NAACP agrees to sign a separate MOU with the UOPX scholarship department.
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- UOPX will be recognized as a sponsor of 1 signature NAACP events (Image Awards, Convention, Leadership 500, Daisy Bates) at the \$25,000 level with accompanying benefits. UOPX makes decision on event

III. TERM

This MOU shall be effective on the date of signing by both parties and shall end on June 30th 2012). Upon mutual written agreement of the parties and under the same terms and conditions of this Agreement, the agreement may be renewed for additional ,(One)(1) year terms.. Each party

must give written notice of its intent to exercise the subsequent two-year option to renew this Agreement within six (6) weeks prior to the expiration date.

IV. TERMINATION

This MOU may be terminated for any reason by either party upon 30 days written notice to the other party. In the event of termination, each party shall immediately take the steps necessary to bring the activities under the MOU, and other specific arrangements falling there under, to a close, in a prompt and orderly manner.

UOPX shall have standing to enforce or modify the terms of this Agreement. If The NAACP ceases to exist, then NAACP's legal successor-in-interest shall have standing to enforce or modify the terms of this Agreement. If there is no legal successor-in-interest to The NAACP, then The NAACP's interests shall be represented solely by the Attorney General of the State of Arizona. In no event shall this Agreement be modified by any Party to provide for the return of the donation or the proceeds there from to UOPX or to any individual or entity that is not then exempt from Federal income tax under Code Section 501(c)(3).

V. RESTRICTIONS ON MARKETING:

- A. UNIVERSITY nor any third party web host of (NAACP) shall be allowed to use any contact information captured by any of the Materials for marketing purposes.

VI. REPRESENTATIONS AND WARRANTIES OF NAACP

(NAACP) represents and warrants that it owns all right, title and interest in the (NAACP) Materials provided to UNIVERSITY under this MOU. (NAACP) warrants that the (NAACP) Materials provided to UNIVERSITY under this MOU shall not violate or infringe any rights, including copyrights of third parties.

VII. INTELLECTUAL PROPERTY

- A. Each of the parties shall remain the sole owner of all rights in and to its respective name, trade names, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases, curriculum and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement. All uses of the UNIVERSITY trademarks shall inure to the benefit of UNIVERSITY's and its parent company Apollo Group, Inc., and NAACP shall not contest the rights of ownership in the UNIVERSITY/Apollo Group, Inc. trademarks. All use of UNIVERSITY trademarks must be approved in writing by UNIVERSITY prior to use and shall be in accordance with Apollo Group, Inc.'s guidelines indicated at www.apollogrp.edu/trademarks

- B. Each party shall own the marketing materials created solely for that party's use pursuant to this Agreement and shall remain the sole and exclusive property of that party. Without limiting the foregoing, to the extent marketing material or content of either party, regardless of medium, is: (a) used by the other party; (b) jointly developed between the parties; or (c) developed by one party on behalf of the other, that material or content may only be used for advancing the purposes of this Agreement while it is in effect and shall only be used with both parties' consent. The parties shall notify the other of their process for obtaining consent and approvals of marketing materials. Unless otherwise specifically stated in this Agreement, any Intellectual Property shared between the parties for advancing the purposes of this Agreement shall be treated as confidential and proprietary information by the receiving party and the receiving party shall use it as set forth in this Agreement and shall otherwise take such means to protect it as it protects its own Intellectual Property.
- C. Notwithstanding the above, and solely for the purpose of fulfilling the obligations of this Agreement, each party grants the other Party a limited, royalty-free, non-transferable, non-exclusive right to use its trademarks, trade name, service mark and domain name, and any visual representations thereof, including logos, designs, symbols, word marks and images for the term of this Agreement. Unauthorized use of such images shall constitute a material breach of this Agreement and an infringement of intellectual property rights.
- D. Each party acknowledges that the unauthorized use of the other party's Intellectual Property would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of the obligations set forth herein, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. This provision shall survive termination of the Agreement.
- E. For clarification, without limiting any other rights, the (NAACP) shall own all (NAACP) Materials provided by and developed by the (NAACP) to UNIVERSITY under this Agreement, which shall be (NAACP) Intellectual Property. The UNIVERSITY will not use the (NAACP) Materials outside of the confines of this MOU and shall only use said training materials in furtherance of this Agreement.
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- F. For clarification, without limiting any other rights, UNIVERSITY shall own all rights, title and interest in any and all technology provided by UNIVERSITY, related to the online forums, electronic toolkits and webinars with respect to the (NAACP) Materials. Furthermore, UNIVERSITY shall own all rights, title and interest in any and all University Training Classes, materials, courses, curriculum and the like owned and in existence at this time of entering into this Agreement, and those developed by UNIVERSITY and provided to (NAACP) for use under this Agreement. The foregoing shall be UNIVERSITY's Intellectual Property.

(NAACP) shall shall not acquire any rights, title or interest in any of the aforementioned technology, University Training classes, courses or curriculum.

- G. Each party shall provide to other all joint marketing, promotional and other related materials that include both parties logo, trademarks or any other intellectual property for press releases, newsletters, brochures, reports and websites for approval. Said approval shall not be unreasonably withheld. Each party shall provide a copy of the material and the request to the other. The other party shall have ten (10) working days to respond to such request. If the other party does not respond within the ten (10) working days the request shall be deemed approved.
- H. To the extent that the parties contemplate developing joint materials , both parties agree to negotiate in good faith to enter into an agreement outlining the rights associated with such joint developement; provided, however, that neither party is under any obligation to agree to such development.

VIII. PROGRAM COMPLIANCE

- A. (NAACP) shall be solely responsible for the information, questions, comments, contents, and use arising out of or related to the (NAACP) programs materials under this MOU.
- B. UNIVERITY shall be solely responsible for the information, questions, comments, contents, and use arising out of or related to the University Training Classes and the use and content of the UNIVERSITY Training Classes under this MOU.
- C. The UNIVERSITY shall be solely responsible for managing the technology supporting the (NAACP) Materials.

IX. CONFIDENTIALITY

- A. As used herein, the "Disclosing Party" shall mean the entity disclosing information and the "Receiving Party" shall mean the entity receiving the information from the Disclosing Party. "Confidential Information" means all confidential and proprietary information of each party and any of its affiliates disclosed, prior to the execution of this Agreement or after, whether orally or in writing, that is specifically designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the following, but not limited to, the terms and conditions of this Agreement (including pricing and other terms set forth herein), customer data, customer information, financial information, any information pertaining to the business organization, operations or plans, business records and plans, marketing strategies, cost, discounts, product design information, technical information, and student information. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing

Party; (ii) was lawfully known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party.

- B. All Confidential Information will be the sole and exclusive property of the Disclosing Party, and the Receiving Party will not have any ownership interest in such information or engage in any derivative uses of such information. Receiving Party agrees that during the term of this Agreement and for three (3) years thereafter the Receiving Party shall: (a) use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as that party uses with respect to its own confidential information; (b) use such Confidential Information only in performance of its obligations under this Agreement; (c) not disclose or grant access to such Confidential Information to any third party (including representatives, counsel and consultants) without the express prior written consent of Disclosing Party. Receiving Party shall provide prompt notice to the Disclosing Party of any actual or potential unauthorized disclosure or unauthorized use of the Confidential Information and shall assist in the remedying to prevent and/or stop the disclosure of the Confidential Information.
- C. Receiving Party shall return, or at Disclosing Party's option, destroy (and certify in writing such return or destruction) any and all Confidential Information to Disclosing Party upon any termination of this Agreement and upon request of Disclosing Party. This section shall survive termination of this Agreement.
- D. Despite any other provision in this paragraph, the failure by Disclosing Party to identify information as confidential information is not an acknowledgement or admission by the party that the information is not confidential or a waiver by the party of any of its rights with respect to the information.
- E. Each party understands and acknowledges that the Confidential Information has been developed or obtained through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special, and unique asset of Disclosing Party which provides a significant market advantage. Each party further acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of Receiving Party's obligations hereunder, that any such breach may result in irreparable harm to the Disclosing Party, and therefore, Receiving Party agrees that upon any such breach or any threat thereof, Disclosing Party may immediately obtain injunctive relief against such breach or threatened breach. Accordingly, Disclosing Party shall be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies Disclosing Party might have at law or equity. Any breach of this provision shall constitute a material breach of this Agreement.

X. INDEMNIFICATION

Each party shall defend, indemnify and hold harmless the other, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns ("Indemnified Parties"), from and against any and all suits, claims, actions, causes of actions, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) asserted against Indemnified Parties arising out of or from, or alleged to have arisen from: (i) the acts or omissions (whether negligent, reckless, intentional, or otherwise) of the other, its employees, agents, or independent contractors; (ii) any misrepresentation, omission, breach of warranty, breach of any covenant or other breach or default by the other under this Agreement; (iii) without limitation any infringement of third party rights or violation or breach of confidentiality as stated herein; and (iv) any claim by any employee claiming employment benefits from the other.

XI. INDEPENDENT CONTRACTORS

Nothing in this Agreement is intended or shall be construed to establish any relationship of agency, partnership, joint venture or employment between the Parties. The Parties (i) expressly disclaim such relationship, (ii) agree that they are acting solely as independent contractors hereunder, and (iii) agree that they have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Party has any authority to act as agent for, or to incur any obligations on behalf of or in the name of, the other Party or its affiliates.

XII. APPLICABLE LAW

This MOU will be construed, interpreted, and applied in accordance with the laws of the state of Maryland (excluding its body of law controlling conflicts of law).

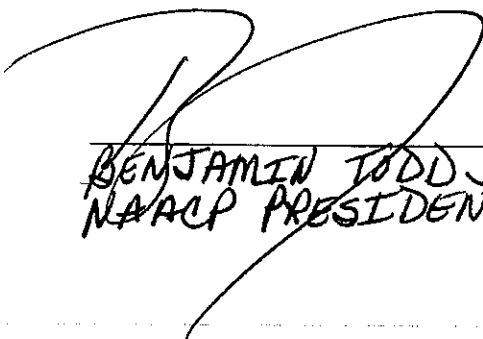
XIII. MISCELLANEOUS

- A. This Agreement contains the entire understanding between (NAACP) and UNIVERSITY, and supersedes all written agreements or understandings covering only this subject.
- B. Either party shall be excused from its obligation under this Agreement if its performance is prevented by any circumstances beyond its control, including fire, explosion, acts of God, or partial or total destruction of property.
- C. This Agreement may not be modified or amended, and no provision contained in it may be waived, except in writing signed by authorized representatives of both the(NAACP) and UNIVERSITY. The failure of either Party to exercise any right, power given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all terms hereof.

- D. This Agreement may not be assigned, in whole or in part, by either party without the advance written consent of the other. Neither party may not delegate any performance under this Agreement. Any attempt to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- E. Each party will comply with all applicable current and future local, state, and federal laws, regulations and ordinances with respect to that party's performance and/or products supplied pursuant to this Agreement.
- F. Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- G. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- H. This Agreement may be executed by facsimile. Said facsimile shall be deemed an original and fully enforceable and admissible in any legal proceeding.

AGEED AND ACCEPTED:

23-3-11


BENJAMIN TODD JEALOUS
NAACP PRESIDENT & CEO