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DEVRY UNIVERSITY TRANSFER PLEDGE
SOUTHWEST VIRGINA COMMUNITY COLLEGE
AND
DEVRY UNIVERSITY

This Memorandum of Understanding ("MOU") is by and between Southwest Virginia Community College ("Institution") and DeVry University, Inc. ("DeVry").

RECITALS

Through this MOU, Institution and DeVry agree to a cooperative relationship to better serve students and to facilitate the transfer process from Institution to DeVry through Transfer Admission Pledge ("the Program").

The Program offers DeVry's pledge for transfer admission to the Bachelor of Science in Business Administration and the Bachelor of Science in Technical Management degree at DeVry for Institution students who have completed DeVry's Admissions Application[1] ("Program Participants") and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Institution and DeVry agree as follows:

1. **Transfer Admissions Pledge**

    a. Program Participants that earn an associate degree from Institution and satisfy DeVry admission requirements will be admitted into DeVry.
    b. Program Participants who earn a qualifying associate degree from Southwest Virginia Community College will receive 60 credit hours into the DeVry program as listed below.
        a. Associate of Arts and Science in Business Management into the Bachelor of Science in Business Management
        b. Associate of Applied Science in Administration of Justice into the Bachelor of Science in Technical Management
        c. Associate of Applied Science in Business Management into the Bachelor of Science in Technical Management
    c. Program Participants who apply will receive a waived application fee.
    d. Program Participants who earn an associate degree from Institution and enroll at DeVry will be automatically considered for the Future Ready Transfer Scholarship.
    e. Program Participants who apply and are accepted to DeVry will receive academic, financial aid and career services advising.

2. **Academic Requirements for Program Participants**

[1] Transfer Inquiry Form is available at www.devryworks.com/marcil

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a. All courses taken at the Institution with grades "D" or better as part of a conferred associate degree will be accepted for credit by DeVry. In the event DeVry has specific grade requirements for core courses in the undergraduate program, the Program Participant may be required to repeat a course in the undergraduate degree program to satisfy that requirement.

b. During enrollment as part of the Program, DeVry will provide advisement to Program Participants to discuss academic program requirements and transfer credits when initiated by the Program Participant. It is recommended that Program Participants track their degree progress by working with their transfer advisor at Institution. Program Participants shall authorize Institution and DeVry to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations ("FERPA"). DeVry shall provide reasonable advising services to Program Participants seeking to discuss DeVry's academic program requirements and transfer credit policies. DeVry may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

3. Admission Requirements for Program Participants

a. Program Participants must apply to DeVry through its enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations, if required by state. Unless explicitly stated herein, all Program Participants who enroll at DeVry are subject to the same general rules and requirements applicable to all other DeVry students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.

b. Notwithstanding anything to the contrary, DeVry reserves the right to deny admission to Program Participants that: (i) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (ii) have been convicted of any criminal offense; (iii) present other factors in their personal or academic background that DeVry deems inappropriate, inconsistent with DeVry standards; or (iv) do not otherwise meet DeVry's requirements for admission, as amended from time to time.

c. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to DeVry under the same conditions as traditional transfer applicants.

4. Eligibility for a Program Transfer Scholarship

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2. Additional DeVry scholarship information is available at https://www.devry.edu/tuition-financial-aid/financial-aid/scholarships-grants.html

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a. Program Participants may be eligible for the Future-Ready Transfer scholarship upon their first session of enrollment at DeVry by enrolling in at least 9 credit hours per semester. Qualifying transfer students enrolled in a DeVry bachelor's degree program will be awarded $1,000 during their first session, $6,168 during their last 12 credit hours with a lifetime award of $7,168.
b. Program Participants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid ("FAFSA") is required for consideration for many need-based awards.
c. Students may be eligible for multiple institutional funding programs and may only be awarded the funding program that is most beneficial.

5. Term and Termination

a. The term of this MOU will be for three (3) years from the Effective Date, unless earlier terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOU the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.

b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.
c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into DeVry provided they satisfy all Program requirements and apply for admission as a transfer student to DeVry no later than two (2) years after the date of termination.

6. Engagement Plan

a. Institution shall publish the details of this MOU in a form agreeable to DeVry on Institution's website and other internal communication channels to promote the Program to its students.
b. DeVry and Institution will have the right to review and approve all advertising for the Program.
c. All promotion and advertising contemplated under this MOU will be done in accordance with all applicable laws and regulations.
d. Institution will provide DeVry with alumni data in the Program for the purpose of providing information relating to this MOU. DeVry will provide Institution with Program information to email to Institution's graduation list each semester for the purposes of providing information related to this MOU.

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7. Miscellaneous

a. This MOU contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
b. This MOU shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
c. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this MOU shall be deemed severed from this MOU and the validity of the remainder of this MOU shall not be affected thereby.
d. This MOU shall be governed by and construed in accordance with the laws of the State of Illinois. The parties shall use DuPage County in the State of Illinois as the venue for any disputes arising from or in connection with this MOU.
e. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice).

For Institution:	For DeVry:
Southwest Virginia Community College	DeVry University
Attn: Robert Brandon	Attn: Scarlett Howery
635 Community College Road	4225 Naperville Road, Ste. 400
Cedar Bluff, Virginia 24609	Lisle, IL 60532
	With a copy to:
	DeVry University
	Attn: Legal – Contracts
	4225 Naperville Road, Ste. 400
	Lisle, IL 60532

f. The waiver by either party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
g. Neither party may assign its rights or delegate its duties under this MOU. Any attempted assignment or delegation in violation of this Section shall be null and void.
h. This MOU may be executed in multiple counterparts, all of which shall be originals, and which together shall constitute a single agreement. For the

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2. Additional DeVry scholarship information is available at https://www.devry.edu/tuition-financial-aid/financial-aid/scholarships-grants.html

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purpose of interpreting this MOU, facsimile signatures shall be considered equivalent to original signatures.

i. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
j. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU. Neither party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other party.
k. There are no intended or actual third-party beneficiaries of this MOU.
l. The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this MOU, each party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.

By signing below, each party acknowledges its agreement with the terms and conditions of this MOU, and each signatory represents and warrants that they are authorized to sign on behalf of and to bind their party to all of the terms and conditions of this MOU as of the Effective Date.

Southwest Virginia Community College	**DeVry University, Inc.**
DocuSigned by: Robert Brandon BC830D1BC2B345C...	DocuSigned by: SCARLETT HOWERY 38ED5950FDB648E...
Name: Robert Brandon Title: Vice President of Academic and Student Services Administration	Name: Scarlett Howery Title: Vice President, University and Campus Partnerships
Date: 1/2/2024	Date: 1/2/2024

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

[1] Transfer Inquiry Form is available at www.devryworks.com/marcil