

**Memorandum of Understanding  
Between  
DeVry University  
And  
Mercer County Community College**

This Memorandum of Understanding (“MOU”) dated as of September 21, 2012 (the “Effective Date”), is by and between DeVry University, Inc. (“DeVry”), and Mercer County Community College.

This MOU supersedes the articulation agreement established in September 29, 2006, and all other agreements or memoranda of understanding known by either party with respect to the subject matter of this MOU.

Purpose

The purpose of this MOU is to advance the educational opportunities of eligible individuals of Mercer Community College by providing visibility of DeVry’s offerings to its students.

Mercer County Community College’s Profile and Accreditation

Mercer County Community College is a comprehensive, publicly supported two-year institution focused on learning and student success. MCCC is regionally accredited by Middle States Association of Colleges and Schools.

DeVry’s Profile and Accreditation

DeVry is regionally accredited by The Higher Learning Commission of the North Central Association (HLC/NCA). DeVry fosters 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. Classes may be offered weekdays, evenings, and weekends, as well as online. All course credits are stated in terms of semester credit hours.

Promotion

Mercer County Community College agrees to provide information and promote the educational opportunities available at DeVry among its student population. This includes opportunities for representatives of DeVry, or DeVry approved agents, to visit the institution’s locations and disseminate information. Additionally, links to the DeVry’s website may be used on Mercer County Community College’s web pages.

All promotion and advertising contemplated under this MOU will be done in accordance with all applicable laws and regulations and with approval from both institutions’ marketing departments. Mercer County Community College will not make any inaccurate or misleading statements or representations regarding DeVry or its programs, policies or services, nor develop for distribution any marketing materials on DeVry’s behalf.

The parties will designate a local point of contact that will be responsible for coordinating promotional opportunities and sharing timely information about significant changes in academic policy and procedures, program requirements, and other details as needed.

DeVry will waive all application fees for eligible individuals admitted in connection with this MOU. In addition, Mercer County Community College graduates may qualify for transfer scholarships that provide tuition assistance toward earning a bachelor's degree at DeVry University. For student eligibility criteria, see <http://www.devry.edu/financial-aid-tuition/scholarships/devry-scholarships.jsp>.

Academic Transfer Review

DeVry will determine the number of credits that may be accepted for transfer and award semester credit according to the program selected and subject to all requirements, rules, academic policies, including but not limited to the external transfer credit policy, as set forth in the respective DeVry catalog and addenda, as amended from time to time. Students will also be given the opportunity to request proficiency credit for course material they feel has been mastered, either through coursework completed outside DeVry for which transfer credit cannot be given or through self-study. The student may request a proficiency examination for the course provided they have never been enrolled in the course at DeVry and have not previously attempted the proficiency examination.

Approved nationally recognized tests (e.g., AP, CLEP, DAN TES), an appropriate credit recommendation categorized as lower- or upper-division (not vocational) from the American Council on Education, as well as an individual’s military educational history, may also be recognized for proficiency credit.

Undergraduate students admitted to DeVry will be required to meet the same minimum admissions requirements as all other of DeVry’s U.S.-based undergraduate students. For further information on the admission policies, please see the academic catalogs at <http://www.devry.edu/uscatalog/>. Students must meet with a DeVry University admissions representative to request a transfer credit evaluation. Transfer credit is considered on an individual basis and awarded only upon receipt of an official transcript.

Changes to MOU and Termination

The parties agree that the terms of this MOU may be modified from time to time by further written agreement by both parties.

The term of this MOU begins on the Effective Date and will continue until June 30, 2015. Either party has the right to terminate this MOU with or without cause on thirty (30) days advance written notice to the other party.

Governing Law

This MOU shall be interpreted in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions. Any action brought pursuant to or in connection with this MOU shall be brought only in the state or federal courts within the State of Illinois.

The parties have caused this MOU to be executed by duly authorized officers as of the Effective Date.

Mercer County Community College  
1200 Old Trenton Road  
Trenton, NJ 08690

DeVry University, Inc.  
3005 Highland Parkway  
Downers Grove, IL 60515

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Dr. Donald Generals  
Vice President of Academic  
Affairs

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Date

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Donna M. Loraine, Ph.D.  
Provost / Vice President of  
Academic Affairs and Dean of  
Keller Graduate School of  
Management

\_\_\_\_\_  
Date