



Grantham Education CORPORATION

Subject: Memorandum of Understanding between Grantham University and Federally Employed Women's (FEW's) Foundation for Education and Training, a 501(c)3 non-profit corporation organized under the laws of the District of Columbia.

This Memorandum of Understanding (MOU) is entered into between Grantham University, 2101 Wilson Blvd., Suite 110, Arlington, VA 22201 and the FEW Foundation for Education and Training, 1666 K Street NW, Suite 440, Washington, DC 20006 on this 28th day of September, 2006.

A. Purpose.

The purpose of this MOU is to formalize a mutually beneficial relationship between the FEW Foundation for Education and Training and Grantham University. The primary benefits and responsibilities are outlined below.

B. Grantham University's Responsibilities

Grantham University proposes to support the FEW Foundation for Education and Training in a variety of ways to include the following:

1. Donate to the FEW Foundation for Education and Training, one (1) full four-year scholarship to Grantham University each calendar year. The FEW Foundation for Education and Training may use this scholarship as it sees fit, within approved Grantham University academic policy and admission's guidelines.
2. Provide a reciprocal web link between Grantham University and the FEW Foundation for Education and Training website: www.fewfoundation.org.
3. Promote benefits of the FEW Foundation for Education and Training to its students and family members.
4. Prepare a press release describing the provisions of this MOU to Grantham University students, FEW members, and the general public. Press release is to be approved by FEW Foundation for Education and Training's Board of Trustees.

C. FEW Foundation for Education and Training Responsibilities

In consideration of the initiatives undertaken by Grantham University, the FEW Foundation for Education and Training agrees to provide:

1. Recognition of Grantham's relationship with the FEW Foundation for Education and Training on the FEW Foundation for Education and Training web site, which will include Grantham University's logo and URL.
2. Promotion of Grantham University's full four-year Scholarship by the FEW Foundation for Education and Training to FEW Chapters and members.
3. An active hyperlink from the FEW Foundation for Education and Training website to the Grantham University website <http://www.grantham.edu/few.htm> (specific area to be determined).
4. Mention of Grantham University in literature prepared by the FEW Foundation for Education and Training to FEW Chapters and members, as deemed appropriate.
5. Opportunities for Grantham University to place appropriate advertisements and approved editorials in the FEW Foundation for Education and Training printed material and publications at no charge, and/or significantly reduced cost.
6. Opportunities for Grantham University representatives to speak at appropriate FEW Foundation for Education and Training meetings and events.
7. Issue press releases throughout the FEW network to promote Grantham University when scholarships are awarded.

D. Confidentiality Provisions

In the course of discussions, parties may have access to and may be entrusted with detailed confidential information relating to the other; and the right to maintain the confidentiality of this information constitutes a proprietary right which the other party is entitled to protect and which shall be respected and honored; and neither party will at any time disclose any confidential information or use same for any purpose without the express written permission of the other party.

F. Term and Termination

This MOU shall be effective as of the date first below written and shall remain in effect for a period of one (1) year from such date (the "initial" term). Thereafter, this MOU shall renew automatically for successive one (1) year terms unless and until terminated upon written notice given by either party to the other at least ninety (90) days prior to the end of any such Term. In the event of a material breach of this MOU, this MOU may be terminated by the non-breaching party immediately upon written notice to the other party.

G. Confirmation of Intent

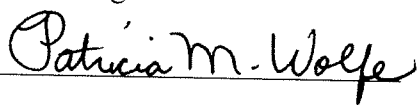
In order to proceed with this Memorandum of Understanding, please execute one copy of this letter where indicated and return to Valerie M. Beall, National Director of Business Development, Grantham Education Corporation, 2101 Wilson Blvd, Suite 110, Arlington, VA 22201.

Grantham University, and its staff, look forward to a long and mutually rewarding relationship with the FEW Foundation for Education and Training.

Signature: 

Christine A. Shelly
Senior Vice President
Grantham Education Corporation

Dated this 29th day of September, 2006

Signature: 

Patricia M. Wolfe
President
FEW Foundation for Education & Training

Dated this 29th day of September, 2006

Addendum

Memorandum of Understanding between Grantham University and Federally Employed Women (FEW) Foundation for Education and Training, a 501©3 non-profit corporation organized under the laws of the District of Columbia, signed on September 29, 2006.

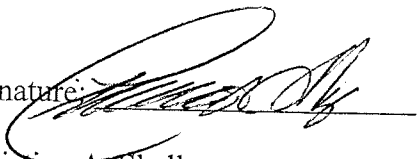
Grantham University's Responsibilities shall be amended by the inclusion of a FEW Tuition Grant as outlined in Section B.5 below:

B. Grantham University's Responsibilities

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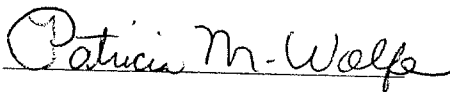
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2. Provide a reciprocal web link between Grantham University and the FEW Foundation for Education and Training website: www.fewfoundation.org.
3. Promote benefits of the FEW Foundation for Education and Training to its students and family members.
4. Prepare a press release describing the provisions of this MOU to Grantham University students, FEW members, and the general public. Press release is to be approved by FEW Foundation for Education and Training's Board of Trustees.
5. Offer special tuition grants that will reduce the standard per credit hour tuition rate of \$335.00 (three hundred thirty-five dollars) to \$250.000 (two hundred fifty dollars) for undergraduate and graduate level courses, to all active FEW members and their immediate families. Tuition rates are subject to increases as announced. All necessary books and software will be provided at no additional cost. There will be no registration fees. Tuition grants cannot be combined with any other scholarships offered by Grantham University. Said scholarships, once awarded, will be honored by Contractor regardless of the status of this Agreement.

Grantham University, and its staff, look forward to a long and mutually rewarding relationship with the FEW Foundation for Education and Training.

Signature: 

Christine A. Shelly
Senior Vice President
Grantham Education Corporation

Dated this 29th day of December, 2006

Signature: 

Patricia M. Wolfe
President
FEW Foundation for Education & Training

Dated this 29th day of December, 2006