

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of [April 2nd _____], 20[24_] (the “Effective Date”), by and between Universal Technical Institute, Inc. (the “Institute”), and [Eastern Center for Arts and Technology] (the “School”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this MOU, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to establish the process by which certain students of the School may, on favorable terms, matriculate to and pursue additional training at [UTI Exton, PA]. Specifically, this MOU establishes an educational partnership, referred to as the UTI Pathway Program (the “Pathway Program”), between the School and the Institute pursuant to which students of the School who successfully complete certain of the School’s courses as outlined in Schedule 1 (collectively, the “School Courses”), and satisfy specified performance criteria may pursue additional training in certain of the Institute’s programs (collectively, the “Institute Programs”).

2. OBLIGATIONS OF THE INSTITUTE

2.1 The Institute will implement and honor the terms of the Pathway Program. The Institute must notify the School within 30 days if it ceases to offer any of the Institute Programs listed on Schedule 1.

2.2 The Institute acknowledges and agrees that the School is solely responsible for and maintains all discretion with respect to the nature of the School Courses, including the offering, substitution, or cancellation of any of the School Courses. The Institute further acknowledges (a) that all students of the School who are admitted to and enrolled in educational coursework at the School must comply with all academic and administrative requirements of the School, and (b) that the School may change academic and administrative requirements at any time in its sole discretion.

3. OBLIGATIONS OF THE SCHOOL

3.1 The School will implement and honor the terms of the Pathway Program. The School must notify the Institute within 30 days if it ceases to offer any of the School Courses listed on Schedule 1.

3.2 The School acknowledges and agrees that the Institute is solely responsible for and maintains all discretion with respect to the nature of the Institute Programs, including the offering, substitution, or cancellation of any course. The School further acknowledges (a) that the Institute will consider admission of the School’s students to the Institute Programs on the same terms and conditions as any other applicant to the Institute, subject to any special terms or conditions outlined in the Pathway Program, (b) that all students of the School who are admitted to and enrolled in the Institute must comply with all academic and administrative requirements of the Institute, and (c) that the Institute may change academic and administrative requirements at any time in its sole discretion.

4. TERM AND TERMINATION

This MOU will commence on the Effective Date and continue for an initial term of three years, and thereafter will automatically renew for additional periods of one year each; provided that either Party may terminate this MOU, with or without cause, at any time upon at least 30 days prior written notice to the other Party.

5. INDEPENDENT CONTRACTOR

At no time will either Party hold itself out to be the agent, employee, lessee, sublessee, partner, or joint venturer of the other Party. The Parties acknowledge and agree that they are dealing with each other as independent contractors and this MOU does not create an agency, partnership, joint venture, or employment relationship.

6. LIMITATION OF LIABILITY

EXCEPT FOR AMOUNTS OWED BY A PARTY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS MOU (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

7. INDEMNIFICATION

Each Party (as "Indemnifying Party") shall indemnify and defend the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of any material breach or nonfulfillment of any representation, warranty or covenant under this MOU, or any negligent act or omission of the Indemnifying Party (including reckless or wilful misconduct) in connection with the performance of its obligations under this MOU.

8. MISCELLANEOUS

8.1 This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the State of Arizona, without regard to any State's conflict of laws provisions.

8.2 This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

8.3 Neither Party may assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

8.4 With respect to any activity conducted under this MOU or any subsequently executed amendment hereto, each Party will maintain, at its own cost and expense, appropriate and state required levels of cyber liability coverage, general public liability insurance, worker's compensation insurance, and property damage to cover each Party's indemnity obligations under this MOU. Evidence of such insurance shall be provided to the other Party upon request.

8.5 All notices, requests, consents, demands, waivers, legal process, and other communications hereunder must be in writing.

8.6 This Agreement may be executed in counterparts each of which is deemed an original, but all of which together constitutes one and the same agreement.

8.7 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.8 This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this MOU as of the Effective Date.

Universal Technical Institute, Inc.

By: Sean Sammon
Name: Sean Sammon
Title: Regional Admissions Director

[Eastern Center for the Arts]

By: Joseph Greb
Name: Joseph Greb
Title: Assistant Director

Schedule 1

UTI Pathway Program

Graduates of the School who successfully complete the School Courses outlined below and who meet applicable Institute admission requirements will be eligible to receive credit for the corresponding Institute courses outlined below and will be able to transfer such credits earned in the School Courses toward the applicable Institute Program (additional admissions information can be found at <https://www.uti.edu/admissions/admissions-requirements>).

Admitted students can earn an Institute degree, diploma, or certificate by successfully completing, as per the Institute's policy, the remaining credit hours of the Institute Program into which they enroll. Eligible students will be granted a reduction in their remaining tuition rate at the Institute based on the amount of credit transferred (after transfer credit has been applied). The tuition reduction will be applied to the full Institute Program for which the student enrolls, and will be spread over the student's full Program at the Institute, being adjusted as necessary for any program changes that impact tuition. Such tuition reduction for eligible students may be combined with other Institute grants or scholarships for which the graduate may be eligible.

[Automotive]

The School (# of credits)	The Institute (# of credits)
Automotive Engines & Repair-DADC-101	Automotive Undercar - DADC - 128

[Collision Repair Technology]

The School (# of credits)
20% tuition reduction for the full UTI program for which they enroll

All coursework not specified in this Schedule 1 will be evaluated on a course-by-course basis.

Students of the School are not guaranteed admission to an Institute Program. If the number of total qualified applicants exceeds the number of available spots the Institute has available, the Institute will select the most qualified applicants based upon GPA, attendance, and interview responses.

General Transfer Requirements

If a student changes their program of study upon admission to the Institute, the articulation credits and corresponding tuition reduction may be reassessed by the Institute, in its sole discretion. Students enrolling at the Institute through this Agreement must meet all applicable requirements and deadlines pertaining to application for admission, submission of transcripts, orientation and registration, and payment of tuition and fees. All students must abide by the Institute's policies and procedures, along with any revisions thereof that apply to all students.

Specific Transfer Requirements

- Satisfactory completion of a School Course with a grade of [“C” or better] or [Numeric Grade].
- School graduates must provide transcripts or certification showing the successful completion of the School Courses for which they wish to receive credit.
- Additional or different courses other than outlined in this agreement will be considered on an individual basis and at the discretion of the Institute.