



**ADDENDUM  
NO. 1 TO  
EDUCATION AND MANAGED SERVICES  
AGREEMENT**

Client Information:					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida ("University" or "UWF")				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850)474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	gellenbe@uwf.edu
TLH Information:					
<b>Name:</b>	The Learning House, Inc., a Kentucky corporation (" <b>TLH</b> ")				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, President & Chief Executive Officer				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	tzipper@learninghouse.com

THIS ADDENDUM NO. 1 (the "**Addendum No. 1**") to the Agreement (as defined below) is made and entered into as of February 21, 2019 by and between UWF and TLH.

WHEREAS, UWF and TLH are parties to that certain Educational and Management Services Agreement dated August 31, 2018 (the "**Agreement**"); and

WHEREAS, UWF and TLH signed and executed Addendum No. 2 dated October 29, 2018 ("Addendum No. 2"); and

WHEREAS, UWF and TLH desire to amend and add to the Agreement as provided in this Addendum No. 1.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**I. DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Addendum.

**II. AMENDMENT OF PAYMENT TERMS:** Section 8 (a) of the Agreement is hereby amended as follows:

UWF shall collect all tuition and technology fees from the students admitted and enrolled in the Online Programs. As compensation for the Bundled Services rendered by TLH under this



Agreement with respect to the RN-BSN Online Program identified in Section 4., TLH will be paid 30% of published tuition and technology fees actually received by the University per enrollment period for all new students enrolled in the RN-BSN Online Program. For all other Online Programs identified in Section 4., and as compensation for the Bundled Services rendered by TLH under this Agreement, TLH will be paid 38% of published tuition and technology fees actually received by University, per enrollment period for all new students enrolled in the Online Programs. The actual fees received by the University for the students that enroll in the 30% and 38% revenue share for Bundled Services will be payable to TLH for the duration of the student's enrollment in an Online Program(s) under this Agreement. Additionally, TLH will be paid 10% of published tuition and technology fees actually received by the University, per enrollment for students who receive Student Retention, Academic Advising, Guidance and Counseling services as outlined in Section 5(f) of the Agreement and the student(s):

- a) were continually enrolled in the programs identified in Section 4 prior to the program launch date that fall under this Agreement; or
- b) transfer(s) into a program identified in Section 4 from a traditional (face-to-face) or ground program at UWF.

**III. AMENDMENT OF AGREEMENT STRUCTURE:** Section 4 of the Agreement is hereby amended as follows:

As covered in Section 5., TLH shall launch the Online Programs to commence pursuant to this Agreement according to the following schedule:

#### **ONLINE PROGRAMS**

<b>Program Name</b>	<b>Program Type</b>	<b>Program Launch</b>
Health Sciences	Bachelor	January 2019
Health Sciences – Health Care Administration	Bachelor	January 2019
Health Sciences – Public Health	Bachelor	January 2019
Clinical Lab Sciences - MLT to MLS	Bachelor	January 2019
GIS Administration	Master	January 2019
Curriculum & Instruction – Elementary Education Comprehensive	Master	January 2019
Curriculum & Instruction – Middle Level Education Comprehensive	Master	January 2019
Curriculum & Instruction – Secondary Education Comprehensive	Master	January 2019
Educational Leadership	Master	March 2019
RN to BSN	Bachelor	March 2019
Nursing-Nurse Executive	Master	March 2019
Nursing-Nurse Education	Master	March 2019



Nursing - Family Nurse Practitioner	Master	August 2019
Cybersecurity	Master	August 2019
Data Science	Master	TBD
Information Technology	Master	August 2019
Computer Science	Master	August 2019
Social Work - Traditional	Master	August 2019
Social Work - Advance Standing	Master	August 2019

**IV. REAFFIRMATION OF OTHER TERMS AND CONDITIONS.** Except as expressly modified by this Addendum No. 1, all other terms and provisions of the Agreement and Addendum No. 2 shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and TLH as if fully set forth herein. The parties agree and acknowledge that despite the numerical designation of Addendum No. 1 and Addendum No. 2, Addendum No. 2 was signed and executed prior to Addendum No. 1.

**V. COUNTERPARTS.** This Addendum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum as to the parties and may be used in lieu of the original Addendum for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 effective as of February 21, 2019.

“Client”

“TLH”

UNIVERSITY OF WEST FLORIDA

THE LEARNING HOUSE, INC.

By: Martha Saunders  
Martha Saunders  
President

By: Todd R. Zipper  
Todd R. Zipper  
President & Chief Executive Officer

Date: March 7, 2019

Date: 3/26/19

DocuSigned by:  
  
40C10B2F0D994D7...



## APPROVAL FOR SIGNATURE

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**Date:** October 31, 2018  
**Contract Name:** ~~St. Jones Christian Academy~~ <sup>the</sup> Learning House  
**Contract Number:** GC-2109 (Addendum #2)  
**Attorney:** Pamela Langham  
**Contact Department:** Office of the Provost  
**Contact Name:** Dr. Ellenberg

\*\*\*\*\*

The attached agreement is approved for form and legality.  
 Please return the signed original of the agreement to our office for final handling.

Thank you.

Provost Office

OCT 31 2018

Academic Affairs



**ADDENDUM NO. 2  
TO  
EDUCATION AND MANAGED SERVICES AGREEMENT**

<b>Client Information:</b>					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida (" <b>Client</b> ")				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850)474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	gellenbe@uwf.edu
<b>TLH Information:</b>					
<b>Name:</b>	The Learning House, Inc., a Kentucky corporation (" <b>TLH</b> ")				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, President & Chief Executive Officer				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	tzipper@learninghouse.com

THIS ADDENDUM NO. 2 (the "**Addendum**") to the Agreement (as defined below) is made and entered into as of October 29, 2018 by and between Client and TLH.

WHEREAS, Client and TLH are parties to that certain Education and Managed Services Agreement dated August 31, 2018 (the "**Agreement**"); and

WHEREAS, Client and TLH desire to amend and add to the Agreement as provided in this Addendum.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Addendum.

II. **AMENDMENT AND ADDITION OF EXHIBIT A:** The Agreement is hereby amended by adding Exhibit A as follows:



**Exhibit A**  
**to**  
**Education and Managed Services Agreement**

**PARTNER PLUS**

The parties hereby agree that TLH, its successors and assignees, including successors and assignees as part of a merger or acquisition shall conduct partnership marketing. TLH shall conduct what is commonly referred to as the Partner Plus Program to function as an additional lead source for Client as follows:

**I. BACKGROUND.**

A. Partner Plus is a program managed by TLH that is geared toward bringing together employers and educators to create better workforce outcomes, drive new student growth in Client programs, and offer valuable education benefits to employees of Partner Plus organizations. This program pairs employers with institutions of higher education (“institutions”) who are interested in providing education benefits to employees, students and members of the organizations. These employers and organizations include corporations, associations, community colleges, and local organizations, collectively “organizations”.

B. TLH has a consortium of institutions that offer Partner Plus organizations a minimum 10% tuition reduction or comparable scholarship in their degree programs.

C. Additionally, TLH also provides marketing and field support to bolster an individual institution’s preexisting and new business-to-business partnership(s) in order to fully realize the student enrollment potential from said partnership(s). TLH’s field operations team will work closely with the institution to supplement and build upon preexisting partnerships and will also work to enhance the institution’s partner portfolio by adding new business-to-business opportunities where appropriate.

**II. TLH OBLIGATIONS FOR PARTNER PLUS PROGRAM.**

A. Market Client programs and generate qualified leads. All leads generated through Partner Plus are exclusively owned by TLH.

B. Provide an updated list of companies participating in Partner Plus program on a periodic basis.

C. Work with Client to enhance the relationship with preexisting partners of Client.

D. Work to secure new partner organizations that will drive new student enrollment numbers to Client programs and Partner Plus programs.

E. Work with all partner organizations to develop plans for effective outreach campaigns to current and prospective partners.



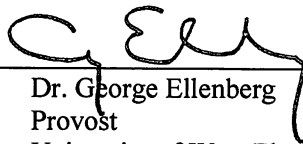
IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first written above.

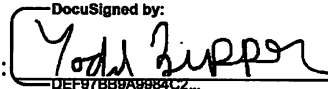
**"Client"**

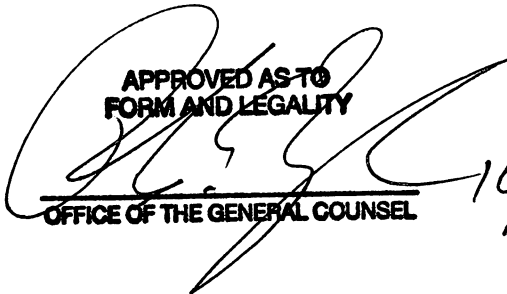
**"TLH"**

**UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES (A PUBLIC BODY CORPORATE OF THE STATE OF FLORIDA)**

**THE LEARNING HOUSE, INC.**

By:   
Dr. George Ellenberg  
Provost  
University of West Florida

DocuSigned by:  
By:   
Todd R. Zipper  
President & Chief Executive Officer

  
**APPROVED AS TO  
FORM AND LEGALITY**  
**OFFICE OF THE GENERAL COUNSEL** 10/30/18





III. **CLIENT OBLIGATIONS FOR PARTNER PLUS PROGRAM.**

A. Client agrees to offer students that come from Partner Plus at least a 10% reduction or comparable scholarship on the published tuition to all enrollees that result from leads generated through Partner Plus.

B. Client agrees to identify or tag Partner Plus student in application and/or student information systems for efficient invoicing.

C. Client agrees to provide a full and complete list of all business-to-business partnerships it has currently, and update said list quarterly.

D. Client agrees to work with TLH's field operations team to provide the necessary and timely support and approvals in order to facilitate success in developing organization partnerships and marketing Client programs

III. **REAFFIRMATION OF OTHER TERMS AND CONDITIONS.** Except as expressly modified by this Addendum, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by Client and TLH as if fully set forth herein.

IV. **COUNTERPARTS.** This Addendum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum as to the parties, and may be used in lieu of the original Addendum for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

~~20200303 12:01:13 PM EST TO: 101790~~

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

**ADDENDUM NO. 3  
TO  
EDUCATIONAL AND MANAGEMENT SERVICES  
AGREEMENT**

<b>Client Information:</b>					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida (“ <b>University</b> ” or “ <b>UWF</b> ”)				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850) 474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	<a href="mailto:gellenbe@uwf.edu">gellenbe@uwf.edu</a>
<b>Wiley Information:</b>					
<b>Name:</b>	Wiley edu, LLC as successor in interest to The Learning House, Inc. (“ <b>Wiley</b> ”)				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, Co-President				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	<a href="mailto:tzipper@learninghouse.com">tzipper@learninghouse.com</a>

THIS ADDENDUM NO. 3 (the “**Addendum No. 3**”) to the Agreement (as defined below) is made and entered into as of June 27, 2019 by and between UWF and Wiley. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, UWF and The Learning House, Inc., entered into that certain Educational and Management Services Agreement dated August 31, 2018 and amended on October 29, 2018 by Addendum No. 2 and again on February 21, 2019 by Addendum No. 1 (collectively the “**Agreement**”);

WHEREAS, the Learning House, Inc. merged with Wiley edu, LLC on April 30, 2019 and Wiley assumed all of The Learning House, Inc.’s obligations under the Agreement; and

WHEREAS, UWF and Wiley desire to amend and add to the Agreement as provided in this Addendum No. 3.

NOW, THEREFORE, the parties agree as follows:

1. All references to The Learning House, Inc. in the Agreement shall be deemed to refer to Wiley edu, LLC.

2. Section 5(b)(i) of the Agreement is hereby amended as follows:

i) Wiley will create an online campus website (“Online Campus website”) on a University subdomain that Wiley builds and hosts for the University’s online programs, including but not limited to the Online Programs listed in Section 4, that will be designed to match the Brand, look and feel of University’s website. This will be a collaborative process between Wiley and the University, whereby the University will be asked to provide requisite approvals for certain Online Campus features. Should the University choose to change the Brand, look and feel of its website, the University will provide at least thirty (30) days’ notice to Wiley so that Wiley may review the potential website changes and work out a timeline for updates to the Online Campus website, if necessary.

3. Except as expressly modified by this Addendum No. 3, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and Wiley as if fully set forth herein.

4. This Addendum No. 3 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum No. 3 and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum No. 3 to the parties and may be used in lieu of the original Addendum No. 3 for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.


IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 effective as of the date first written above.

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

By:   
Martha Saunders  
President

Date: 07/15/2019

**WILEY EDU, LLC**

By:   
Todd R. Zipper  
Co-President

Date: Jul 17, 2019

Approved for form and legality:

  
Pamela Langham







# UWF\_Addendum\_\_3\_Online\_Campus\_July\_3\_2019\_PEL\_Final\_DocuSign.docx

Final Audit Report

2019-07-17

Created:	2019-07-17
By:	Brenda Henry (bhenry@wiley.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2QEFcMpTCFRFYIBSNMI70zBgPO6fDr3

## "UWF\_Addendum\_\_3\_Online\_Campus\_July\_3\_2019\_PEL\_Final\_DocuSign.docx" History

-  Document digitally presigned by DocuSign\, Inc. (techops@docusign.com)  
2019-07-15 - 6:27:31 PM GMT- IP address: 207.250.135.226
-  Document created by Brenda Henry (bhenry@wiley.com)  
2019-07-17 - 1:25:04 PM GMT- IP address: 207.250.135.226
-  Document emailed to Todd Zipper (tzipper@wiley.com) for signature  
2019-07-17 - 1:25:46 PM GMT
-  Email viewed by Todd Zipper (tzipper@wiley.com)  
2019-07-17 - 1:41:11 PM GMT- IP address: 173.56.88.50
-  Document e-signed by Todd Zipper (tzipper@wiley.com)  
Signature Date: 2019-07-17 - 1:41:30 PM GMT - Time Source: server- IP address: 173.56.88.50
-  Signed document emailed to pvanaria@wiley.com, Brenda Henry (bhenry@wiley.com), Todd Zipper (tzipper@wiley.com), tarmurphy@wiley.com, and 1 more  
2019-07-17 - 1:41:30 PM GMT



Adobe Sign

**ADDENDUM NO. 4  
TO  
EDUCATIONAL AND MANAGEMENT SERVICES  
AGREEMENT**

<b>University Information:</b>					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida (“ <b>University</b> ” or “ <b>UWF</b> ”)				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850)474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	<a href="mailto:gellenbe@uwf.edu">gellenbe@uwf.edu</a>
<b>Wiley Information:</b>					
<b>Name:</b>	Wiley edu, LLC (“ <b>Wiley</b> ”)				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, President				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	tzipper@wiley.com

THIS ADDENDUM NO. 4 (the “**Addendum No. 4**”) to the Agreement (as defined below) is made and entered into as of January 20, 2021 by and between UWF and Wiley (the “Addendum No. 4 Effective Date”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, UWF and Wiley entered into that certain Educational and Management Services Agreement dated August 31, 2018 and amended on October 29, 2018 by Addendum No. 1, amended on February 21, 2019 by Addendum No. 2, and amended on June 27, 2019 by Addendum No. 3 (the “**Agreement**”);

WHEREAS, UWF wishes for Wiley to provide financial planning services for the Online Programs; and

WHEREAS, UWF and Wiley wish to amend and add to the Agreement as provided in this Addendum No. 4.

NOW, THEREFORE, the parties, agree as follows:

- Section 5 of the Agreement is amended to include the following services:

j. Field Placement Services. Wiley shall provide coordination support for field clinical course credits for the Online Program. The parties shall define and agree upon in writing the time, locations, and procedures for completing field clinical course credits at a mutually-agreed upon date. The Services described in this section shall be referred to as “Field Placement Services”.

k. Student Financial Planning Services. Wiley is not intended to be a Third Party Servicer for this service and Wiley shall not make Title IV aid decisions, aid students in completing enrollment application or complete financial aid applications on behalf of prospective students. Wiley shall provide services in compliance with all state and federal laws, including in conformance to Title IV of the HEA, as follows:

1. Provide services related to tuition assistance to prospective students as follows:
  - a. Discuss financial plan for education/how are you planning to pay for your education;
  - b. Direct students to resources on chosen financial option;
  - c. Assist students to locate other publicly available information about programs and resources in completing the submission of information that could lead to the award of financial aid;
2. Student support services offered after the point at which financial aid is allowed to be disbursed for a payment period.
  - a. General student counseling;
  - b. Financial aid counseling, including loan management;
  - c. Guide students to important forms (i.e., Request for Loan Change Form (Stafford), additional forms (special need request, payment forms)), and default services;
  - d. Assist students to determine what is needed to remain in good standing with financial aid;
  - e. Explaining what default is and how to resolve;
  - f. Review Satisfactory Academic Progress (“SAP”) requirements with at risk students;
  - g. Review with students the impact of administrative withdrawals on financial aid award and money owed;
  - h. Advise students to complete and update financial assistance applications for each new aid year.

The Services described in this section shall be referred to as “Student Financial Planning Services”.

2. Section 15.a) of the Agreement is amended to include the following subsection:

x. Regulatory Matters. Wiley further warrants that to the extent that Wiley is deemed to be a Third Party Servicer under C.F.R. 668.25 as a result of any Student Financial Planning Services provided by Wiley, Wiley shall:

- (1) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (“HEA”), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Wiley administers (if any) under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;



- (2) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that UWF might have engaged in fraud or other criminal misconduct in connection with UWF's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application;
- (3) If Wiley or UWF terminates this Agreement, or if Wiley stops providing services for the administration of a Title IV, HEA program, or goes out of business or files a petition under the Bankruptcy Code, Wiley will return to UWF all: (a) records in Wiley's possession pertaining to UWF's participation in the program or programs for which services are no longer provided; and (b) funds, including Title IV, HEA program funds, received from or on behalf of UWF or UWF's students, for the purposes of the program or programs for which services are no longer provided.

3. Section 19 of the Agreement is amended to include the following subsection:

y) **Joint and Several Liability.** Wiley shall be jointly and severally liable with UWF to the Secretary of the Department of Education for any violation by Wiley of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA.

4. Except as expressly modified by this Addendum No. 4, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and Wiley as if fully set forth herein.

5. This Addendum No. 4 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum No. 4 and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum No. 4 as to the parties and may be used in lieu of the original Addendum No. 4 for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 effective as of the date first written above.

**"Client"**

**Wiley**

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

**WILEY EDU, LLC**

DocuSigned by:

*Martha Saunders*

By:

03/17/2021 15:48:48D...

*Todd Zipper*

By:

Todd Zipper (Mar 9, 2021 13:07 EST)

Mar 9, 2021

DocuSigned by:

*Approved as to Form and Legal Sufficiency UWF DGC CU*

03/17/2021 F5C7EC33D8C8416...

**ADDENDUM NO. 5  
TO  
EDUCATIONAL AND MANAGEMENT SERVICES  
AGREEMENT**

<b>University Information:</b>					
<b>Name:</b>	University of West Florida Board of Trustees, a public body corporate of the state of Florida (“ <b>University</b> ” or “ <b>UWF</b> ”)				
<b>Address:</b>	11000 University Parkway, Building 10, Pensacola, FL 32514				
<b>Attention:</b>	Office of the Provost				
<b>Telephone:</b>	(850)474-2501	<b>Fax:</b>	N/A	<b>Email:</b>	<a href="mailto:gellenbe@uwf.edu">gellenbe@uwf.edu</a>
<b>Wiley Information:</b>					
<b>Name:</b>	Wiley edu, LLC (“ <b>Wiley</b> ”)				
<b>Address:</b>	427 South Fourth Street, Suite 300, Louisville, KY 40202				
<b>Attention:</b>	Todd R. Zipper, President				
<b>Telephone:</b>	(502) 589-9878	<b>Fax:</b>	(502) 589-9825	<b>Email:</b>	tzipper@wiley.com

THIS ADDENDUM NO. 5 (the “**Addendum No. 5**”) to the Agreement (as defined below) is made and entered into as of May 25, 2021 by and between UWF and Wiley (the “Addendum No. 5 Effective Date”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, UWF and Wiley entered into that certain Educational and Management Services Agreement dated August 31, 2018 and amended on October 29, 2018 by Addendum No. 2, amended on February 21, 2019 by Addendum No. 1, amended on June 27, 2019 by Addendum No. 3, and amended on January 20, 2021 by Addendum No. 4 (the “**Agreement**”);

WHEREAS, UWF and Wiley wish to add Bachelor of Science in Public Health program as an Online Program; and

WHEREAS, UWF and Wiley wish to amend and add to the Agreement as provided in this Addendum No. 5.

NOW, THEREFORE, the parties, agree as follows:

- Section 4 of the Agreement is amended to include the following program as an Online Program:

<b>Program Name</b>	<b>Program Type</b>	<b>Program Launch</b>
Public Health	Bachelor of Science	August 2021

2. Except as expressly modified by this Addendum No. 5, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by UWF and Wiley as if fully set forth herein.
3. This Addendum No. 5 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Addendum No. 5 and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Addendum No. 5 as to the parties and may be used in lieu of the original Addendum No. 5 for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 5 effective as of the date first written above.

**“Client”**

**Wiley**

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

**WILEY EDU, LLC**

DocuSigned by:  
By: Martha Saunders 06/23/2021  
D54A387C376949D  
Dr. Martha D. Saunders  
President

Todd Zipper  
By: Todd Zipper (May 25, 2021 20:03 EDT)  
Todd R. Zipper  
President