

**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

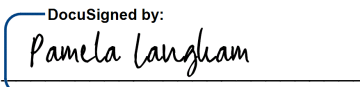
Date: 07/15/2019

**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

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