

**COURSE ASSESSMENT AND MARKETING AGREEMENT BETWEEN
UNIVERSITY OF PHOENIX, INC.
&
PARALEGAL TECH INSTITUTE**

This Agreement is entered into as of May 17, 2005, by and between the University of Phoenix, Inc. ("UNIVERSITY"), located at 4615 E. Elwood Street, Phoenix, Arizona 85004 and Paralegal Tech Institute ("ORGANIZATION") having a place of business at 2 Perlman Drive, Ste. 2-1, Spring Valley, NY, 10977.

RECITALS

WHEREAS, UNIVERSITY is an accredited institution of higher education offering quality Associate, Bachelors, Masters and Doctoral degree programs; and

WHEREAS, ORGANIZATION provides various training courses which its employees sometimes seek to have assessed for college credit to institutions such as UNIVERSITY; and

WHEREAS, the parties wish to enter into an agreement by which they will act jointly to facilitate and promote the transfer of qualified employees, who otherwise meet UNIVERSITY's admission requirements, to various programs at UNIVERSITY.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual promises contained herein, the parties hereby agree as follows:

1. Development of Credit Recognition Guide

ORGANIZATION has submitted to University its training coursework and, upon execution of this Agreement, UNIVERSITY will complete the pre-evaluation of the ORGANIZATION's coursework for credit and will issue a Credit Recognition Guide. The Credit Recognition Guide is a public statement, intended for use by University's students and advisors as well as ORGANIZATION's employees. ORGANIZATION agrees to allow its name and the Credit Recognition Guide to be published in any listing of ORGANIZATIONS or other entities for which UNIVERSITY has completed a learning assessment. The Credit Recognition Guide, which may be mutually modified by parties as set forth in this agreement, will be attached to this Agreement as Exhibit A and is hereby incorporated by reference. Students submitting courses contained in the Credit Recognition Guide to UNIVERSITY for credit evaluation will be subject to all UNIVERSITY policies, procedures and fees in effect at the time of submission. Students who submit coursework for credit evaluation that does not appear in the Credit Recognition Guide may be subject to additional evaluation fees. There is no guarantee that any credits awarded to students through UNIVERSITY's Prior Learning Assessment process will transfer to other colleges or universities. In addition, certain states may have restrictions on the amount of credit that can be awarded to students.

2. Update of Credit Recognition Guide

ORGANIZATION may submit new or updated coursework to UNIVERSITY for evaluation and inclusion in the Credit Recognition Guide once every 12 months while this Agreement is in effect. After evaluation, the updated Credit Recognition Guide shall replace the then existing Exhibit A and be incorporated into this Agreement. The evaluation standards and the amount of University credit awarded for the courses listed in Credit Recognition Guide shall be determined in UNIVERSITY's sole discretion.

3. Fees for Evaluation of ORGANIZATION's Training

~~All UNIVERSITY fees normally charged to ORGANIZATION for pre-evaluation of ORGANIZATION's coursework contained in the Credit Recognition Guide, including annual updates, shall be waived by UNIVERSITY in exchange~~

for ORGANIZATION's publishing and announcement of the benefits of this Agreement to all its employees as set forth in Paragraph 4. It is understood that the fees referenced in this Paragraph 3 are only referring to the fees charged by UNIVERSITY to ORGANIZATION for pre-evaluation of ORGANIZATION'S submitted coursework. Fees charged to students for credit articulation still apply as covered in Paragraph 1 above.

4. Marketing Responsibilities:

- a. UNIVERSITY will create, manage and update a co-branded web site and ORGANIZATION will cooperate with UNIVERSITY in establishing links from its internal ORGANIZATION web site(s) to the co-branded web site.
- b. The parties shall work together to specify the appropriate venues and to coordinate details for University's and ORGANIZATION's communication to students and employees. Such communication shall include, but not be limited to annual announcements as well as scheduled in-person annual informational meetings between University personnel and ORGANIZATION's employees.
- c. Each party agrees to provide to the other relevant marketing materials and logos for use in furthering the purpose of this Agreement.
- d. Each Party will be responsible for its own costs in accomplishing its responsibilities under this Paragraph.

5. Intellectual Property

The Intellectual Property associated with each party hereto is the sole and exclusive property of that party and the other party shall not acquire any right or interest in the Intellectual Property of the other. In addition, and without limitation of the foregoing, to the extent marketing material or content of either party, regardless of medium, is: a.) used by the other party; b.) jointly developed between the parties, or c.) developed by one party on behalf of the other, that material or content may only be used for advancing the purposes of this Agreement while it is in effect and shall only be used with both parties' consent. Unless otherwise specifically stated in this Agreement, any Intellectual Property shared between the parties for advancing the purposes of this Agreement shall be treated as confidential and proprietary information by the receiving party and the receiving party shall use it as set forth in this Agreement and shall otherwise take such means to protect it as it uses to protect its own Intellectual Property. The term "Intellectual Property" includes, but is not limited to, a party's trademarks, service marks, trade secrets, copyrights, business methods, processes, and patents. For purposes of this paragraph whenever the term "party" or "parties" is used, such reference shall also include any parent, subsidiary or affiliate of the UNIVERSITY or ORGANIZATION. Each party acknowledges that the unauthorized use or disclosure of the other party's Intellectual Property would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of the obligations set forth herein, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. This provision shall survive termination of the Agreement.

6. Notice.

Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either: (a) upon actual receipt, if the notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party:

(a) If to UNIVERSITY:
University of Phoenix
Attn: Prior Learning Assessment Center
4615 E. Elwood Street
Phoenix, AZ 85040
Mail Stop: AA-F010

(b) If to ORGANIZATION:
Paralegal Tech Institute

With a copy to:

University of Phoenix
Attn: Academic Legal Services
4615 E. Elwood Street
Phoenix, Arizona 85040
Mail Stop: AA-C710

7. Term and Termination


This Agreement shall be effective on the date first indicated above and shall remain in effect until terminated. Any party may at any time terminate this Agreement, with or without cause, upon thirty days (30) notice to the other. In the event this Agreement is terminated, the terms specified in the Credit Recognition Guide shall continue in effect with respect to students and ORGANIZATION shall continue to allow ORGANIZATION's name and the Credit Recognition Guide to be published by UNIVERSITY for the as long as the Credit Recognition Guide is applicable to any current or future students' transfer of credit.

8. Miscellaneous Provisions

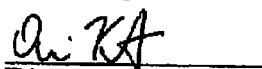
- a. No Assignment. Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent.
- b. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- d. Amendment. This Agreement may not be amended or modified except by a written instrument executed by both parties.
- e. Regulatory Impact. If either party believes, in its sole discretion, that any action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

AGREED AS OF THE DATE FIRST INDICATED ABOVE:

For: UNIVERSITY


Laura Palmer Noone, Ph.D., J.D.
President

For: ParalegalTech Institute


Title: PRESIDENT

5-25-05
Date

5/19/2005
Date