

[LETTERHEAD]

[Date]

**CONFIDENTIAL**

[Name]

[Address]

[City, State, Zip]

Dear \_\_\_\_\_:

Pursuant to, and subject to, the terms and conditions set forth herein this service commitment agreement (the "Agreement") and in the Tuition Reimbursement Program of the Harry Frank Guggenheim Foundation (the "Foundation") as described in Exhibit A attached hereto (the "Program"), we are pleased to offer you the opportunity to participate in the Program. The Foundation maintains the Program to promote the interests of the Foundation by providing key employees an opportunity to obtain additional education and training in order to increase their competence in their current position with the Foundation and to prepare for future advancements with the Foundation.

In order to participate in the Program, you agree that upon receipt of a tuition reimbursement as described in the Program (a "Reimbursement") (i) to continue your employment with the Foundation as a full-time employee of the Foundation for a period of one year following the date you receive such Reimbursement (the "Term"); provided that if you terminate your employment with the Foundation for any reason or without reason or the Foundation terminates your employment with the Foundation for Cause (as defined in the Program) during the Term, you will reimburse immediately the Foundation for the full amount of such Reimbursement and (ii) to acknowledge receipt of such Reimbursement by executing an acknowledgement of receipt, substantially in the form attached hereto as Exhibit B.

Nothing in this Agreement guarantees you any particular term of employment with the Foundation. You will be employed at will, which means that the Foundation may terminate your employment at any time with or without Cause and you may terminate your employment with the Foundation at any time.

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same agreement.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the provisions thereof governing conflict of laws.

This Agreement will not be amended except by written amendment signed by all parties.

\* \* \*

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

\_\_\_\_\_  
[Name]  
[Title]

ACCEPTED AND AGREED:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

[The Tuition Reimbursement Program]

## EXHIBIT B

[Date]

By signing below, I, \_\_\_\_\_, in accordance to the terms and conditions of the service commitment agreement, between the Harry Frank Guggenheim Foundation (the "Foundation") and me, dated as of [Date] (the "Agreement"), hereby acknowledge and agree that:

1. On the date hereof, the Foundation has paid me a total of \$\_\_\_\_\_ by [certified check] as Tuition Reimbursement (as defined in the Tuition Reimbursement Program of the Foundation (the "Program")); and
2. I will comply with the terms and conditions set forth in the Agreement and the Program.

\_\_\_\_\_  
Name: