

## **Tuition Reimbursement Program**

### *Purpose of the Program*

The Harry Frank Guggenheim Foundation (the “Foundation”) has established the Tuition Reimbursement Program (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. The Foundation believes the Program will promote its long-term success by motivating key employees to continue in the service of the Foundation and to perform their duties and responsibilities to the best of their professional ability.

### *Eligibility Criteria*

The key employees who will be eligible to participate in the Program and to receive tuition reimbursement pursuant to the terms and conditions of the Program (“Tuition Reimbursement”) are any employee who is continuously employed by the Foundation as a full-time employee during the duration of the coursework for which Tuition Reimbursement is sought (“Eligible Employees”).

### *Qualifying Coursework*

Tuition Reimbursement is available to Eligible Employees for coursework that is directly related to their Foundation duties and responsibilities; provided that such Tuition Reimbursement shall in no event exceed \$5,250.00 in any calendar year and only one course of up to four (4) credits is eligible for Tuition Reimbursement in any academic term. Tuition Reimbursement is limited to reimbursement for tuition for credit and non-credit coursework and related registration and laboratory/technology fees. The Eligible Employee’s supervisor must approve any Tuition Reimbursement.

Tuition Reimbursement is only available for coursework that has been satisfactorily completed. Course work will be considered satisfactorily completed if a grade of at least C is attained for the coursework. [Tuition Reimbursement is not affected by grades that are accompanied by a plus sign (+) or a minus sign (-).]<sup>1</sup>

### *Retention Requirement*

Any Eligible Employee who receives Tuition Reimbursement will be required to sign and acknowledge a written service commitment agreement whereby he or she acknowledges receipt of such Tuition Reimbursement and agrees to work as a full-time employee of the Foundation for a period of one year following the date such Eligible Employee receives Tuition Reimbursement (the “Term”). Each service commitment agreement will require that in the event during the Term (i) any Eligible Employee terminates his or her employment with the Foundation for any reason or without reason or (ii) the Foundation terminates any Eligible Employee for Cause (as defined below), such Eligible Employee must reimburse immediately the Foundation for the full

---

<sup>1</sup> NTD: Foundation to confirm.

amount of Tuition Reimbursement. The definition of “Cause” will mean: (i) a failure of the Eligible Employee to perform his or her duties; (ii) the Eligible Employee’s willful misconduct, a material breach of written Foundation policies or gross negligence which is injurious to the Foundation (whether financially, reputationally or otherwise); (iii) a breach by the Eligible Employee of his or her fiduciary duty or duty of loyalty to the Foundation; (iv) the Eligible Employee’s disclosure of or unauthorized removal from the premises of the Foundation of any document (in any medium or form) relating to the Foundation; (v) a violation of any confidentiality obligations to the Foundation; or (vi) the commission by the Eligible Employee of any felony or other serious crime involving moral turpitude or a violation by the Eligible Employee of any applicable regulatory requirements. Any rights the Foundation may have hereunder in respect of the events giving rise to Cause will be in addition to the rights the Foundation may have under any other agreement with the Eligible Employee or at law or in equity.

#### *Documentation*

In order to receive Tuition Reimbursement, the Eligible Employee must submit receipts or other documentation evidencing payment of any items eligible for Tuition Reimbursement and must provide documentation that the coursework for which Tuition Reimbursement is sought was satisfactorily completed no later than six (6) months after the completion of such coursework.