

DECEMBER 1, 2009

SEVENTH AMENDMENT TO INVESTMENT MANAGEMENT AGREEMENT

between

STRATEGIC ADVISERS, INC.

and

DELAWARE COLLEGE INVESTMENT BOARD
ACTING AS TRUSTEES OF THE
DELAWARE QUALIFIED TUITION SAVINGS PLAN TRUST

WHEREAS, the parties desire to revise the pricing of the investment portfolios and update certain notice contact information;

WHEREAS, the parties now desire to amend the Investment Management Agreement (the "Agreement") as provided for in Section 10.10 thereof;

NOW THEREFORE, in consideration of the above premises, the parties hereby amend the Agreement as follows:

- I. Unless otherwise noted, defined terms used herein have the same meaning ascribed to them in the Agreement.
- II. Schedule B to the Agreement is hereby deleted and replaced with the following:

SCHEDULE B

Fee Schedule

The Investment Manager shall be entitled to receive a fee as follows:

Except as provided in the following paragraph: (i) for Portfolios that do not invest in index funds, the Trustees shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate of 0.10% of the net assets in all Portfolios not invested in index funds; and (ii) for Portfolios that invest in index funds, the Trustees shall pay to the Investment Manager a fee accrued and computed daily and payable monthly at an annual rate of 0.075% of the net assets in all Portfolios invested in index funds. Payment shall be made immediately following the end of each calendar month.

With respect to an amount equal to the sum of the amounts in all accounts in the Fidelity Advisor 529 Plan where the Participant is a resident of Delaware at the time of the establishment of the Account, the Investment Manager's fee under this Agreement shall be reduced by an amount accrued and computed daily and payable monthly at an annual rate of 0.10% of the assets in such Accounts.

The Investment Manager will collect all fees from the assets of the Trust. Fees shall be payable solely out of the assets in the Accounts.

The Trustees agree and acknowledge that in addition to the charges described above, each of the mutual funds that are chosen by the Investment Manager also has investment management fees and expense.

The Investment Manager agrees and acknowledges that no assets of the Trust shall be invested in any mutual fund if a sales load would be imposed on that investment.

III. Section IX is hereby deleted and replaced with the following:

IX. NOTICES

Any notice, instruction, request, consent, demand or other communication required or contemplated by this Agreement to be in writing, shall be given or made or communicated by United States certified or first class mail (or by FAX followed immediately by United States certified or first class mail), addressed as follows

If to the Trust: Delaware Higher Education Commission
Carvel State Office Building, 5th Floor
820 N. French Street
Wilmington, DE 19801-3509

If to Strategic: Strategic Advisers, Inc.
82 Devonshire Street
Boston, MA 02109
Attn: Mary A. Connors

provided that each party shall, by written notice, promptly inform the other party of any change of address.


IV. Representations and Warranties. Trustees and Strategic represent and warrant that such representations and warranties as provided in Section 2 of the Agreement are true and correct as of the date of this Amendment.

V. The Trustees acknowledge that Strategic has provided to it Part II of Strategic's Form ADV or the equivalent thereof not less than 48 hours prior to the execution of this amendment.

IN WITNESS WHEREOF, the parties have set their hands effective as of the 1st day of December, 2009.

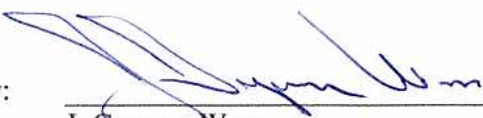
DELAWARE COLLEGE INVESTMENT BOARD

By:


Jose Echeverri
Chairperson, Delaware College Investment Board

STRATEGIC ADVISERS, INC.

By:


J. Gregory Wass
Assistant Treasurer

Acknowledgment: Commonwealth of Massachusetts, County of Suffolk

On November 23, 2009, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public:
(seal)





CAROLYN M. GENTILE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 16, 2015

CERTIFICATE OF AUTHORITY
Strategic Advisers, Inc.
(the "Company")

In connection with the December 1, 2009 Amendment to
Investment Management Agreement
by and between
Strategic Advisers, Inc.
and
the Trustees of the Delaware Qualified Tuition Savings Plan Trust
(the "Amendment")

I, Mary Brady, Secretary of Strategic Advisers, Inc. (the "Company"), do hereby certify that J. Gregory Wass is the duly elected, appointed and qualified Assistant Treasurer of the Company, is acting as such officer of the Company at the time of the signing of the Amendment, is duly authorized to sign the Agreement on behalf of the Company, and is empowered to bind the Company to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, I have signed this Certificate as of the date indicated below.

Date: 11-23-09



Mary Brady
Secretary