

ACADEMIC AGREEMENT
Embry-Riddle Aeronautical
University and Fayetteville
Technical Community College

Purpose: This agreement between Embry-Riddle Aeronautical University (ERAU) and the Fayetteville Technical Community College (FTCC) facilitates the recognition, applicability, and seamless transition of FTCC's relevant degrees, coursework, certifications and/or licenses earned by its graduates toward Embry-Riddle Aeronautical University degree programs offered through its Worldwide Campus.

Contact Information:

For ERAU:

John R. Watret, Ph.D., FRAeS
Chancellor, Worldwide Campus
Embry-Riddle Aeronautical University-Worldwide
1 Aerospace Boulevard
Daytona Beach, FL 32114
386-226-6970
watretj@erau.edu

For FTCC:

DeSandra W. Washington, Ed.D.
Associate Vice President for Academic Support
Fayetteville Technical Community College
171 Laketree Blvd.
Spring Lake, NC 28390
910-678-1009 office
910-436-5184 fax
washingd@faytechcc.edu

Effective Date and Termination: This agreement becomes effective upon the signing of both parties and shall continue in effect until both parties agree in writing to modify or terminate the agreement. The termination of the agreement shall become effective ninety (90) days after written notice is given. Should either party decide to terminate the agreement, ERAU will honor applicants that applied prior to the notification of cancellation. Additionally, if either party loses its accreditation, this agreement shall be terminated immediately.

Accreditation Not Transferable: Embry-Riddle Aeronautical University is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award Associate, Bachelor, Master, and Doctoral degrees. The accreditation of Embry-Riddle Aeronautical University does not extend to or include any partner institutions or their students. Further, although Embry-Riddle Aeronautical University agrees to accept certain course work from Fayetteville Technical Community College (FTCC) to be applied toward an award from Embry-Riddle Aeronautical University or collaborates in other ways for generation of course credits or program credentials, that coursework may not be accepted by other colleges and universities in transfer, even if it appears on a transcript from Embry-Riddle Aeronautical University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Transferability of Credit: ERAU shall consider and review all credit completed with a grade of "C" or higher based on the guidelines as set forth in the United States Council for Higher Education Accreditation. Participating students shall be required to complete an ERAU program of study that is comprised of, at minimum, one hundred and twenty (120) credit hours. The transfer student's records (transcripts, etc.) will be evaluated according to the rules and regulations as described in the catalog and in accordance with University policies in effect at the time of the student's admission to a degree program. After evaluation, the student will be notified that an official evaluation has been completed, which details all applicable transfer credit that has been accepted by the University.

Admission: Agreeing institutions will assess the holders of a high school diploma (or equivalent) wishing to enter their programs and place them into courses on the basis of their academic background and demonstrated experience in specific courses. Applicants are required to participate in the Fayetteville Technical Community College (FTCC) admission process and submit application materials for evaluation to the Admissions Office at ERAU. They must meet the requirements for admission and be accepted to both institutions to be considered for an academic agreement with ERAU. Students must attain a minimum Cumulative Grade Point Average (2.0 on a 4.0 scale) in all work attempted at FTCC (and other institutions of higher education) to be admitted to a baccalaureate program with ERAU. Applications at ERAU are valid for one (1) calendar year. Full enrollment at ERAU may be permitted after the completion of the Fayetteville Technical Community College (FTCC) program.

Program Management and Reporting: To assure the admission and academic success of participating students, each institution will agree to develop and maintain a program management and reporting system, in collaboration with participating faculty, advisors, and students, to continuously improve the academic agreement.

- FTCC will:
 - o Provide the opportunity for ERAU to participate in College Fairs or special events held at, or sponsored by, FTCC.
 - o Provide ERAU admission and transfer information to all prospective agreement students.

- ERAU will:
 - o Give full consideration for any applicable scholarships or financial assistance resources by ERAU to students participating in this agreement.
 - o Advise eligible prospective students of their benefits under the VA, maintain VA benefit records, and ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to ERAU.

Indemnification: The parties hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the indemnifying party's performance under this contract, or its acts or omissions, or those of any person or entity acting on the indemnifying party's behalf or at its request. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages. FTCC's obligation to indemnify, defend, and hold ERAU harmless shall be limited to only that authorized by N.C. Gen. Stat. §143-291 et. seq. (The NC Tort Claims Act)

Logo, Names, and Marks: The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them and that neither shall advertise, state, or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other. Requests for permission to use the Embry-Riddle Aeronautical University name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage, and shall be directed to Worldwide Marketing Department at wwmktg@erau.edu or (386)323-8673.

Disputes/Jurisdiction: The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, North Carolina without regard to otherwise applicable choice of law provisions.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in North Carolina courts to prevent an imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then ERAU may also seek injunctive relief in that jurisdiction.

Scanned or Imaged Signatures: The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

Headings: The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement

Counterparts: This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

Force Maieure: No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

Entire Agreement: This Agreement constitutes the entire agreement of the parties, and no verbal agreements shall be given force or effect, unless reduced to writing and signed and dated by authorized signatories of each party.

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**Embry-Riddle Aeronautical University
Worldwide**

 5/23/2023

John R. Watret, Ph.D., FRAeS Date
Chancellor, Worldwide Campus
Embry-Riddle Aeronautical University

**Fayetteville Technical Community
College**

 5/16/2023

Dr. Mark Sorrells Date
President
Fayetteville Technical Community College

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Appendix A

See attached PDF (secured) Titled Fayetteville Technical C.C. Academic Agreement 2021-2022 (23 pages).

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