

## ARTICULATION AGREEMENT

This Articulation Agreement (the "Agreement") is made and entered into as of November 1, 2019 (the "Effective Date"), by and between **Purdue University Global, Inc.**, an Indiana nonprofit, public benefit corporation and postsecondary SEI Affiliated Educational Institution, as defined in Indiana Code § 21-27-10 ("Purdue Global") and **Fayetteville Technical Community College**, comprised of the following campus/center locations: main campus, Spring Lake campus, Fort Bragg campus ("Associate College") (each a "Party" and, collectively, the "Parties").

### RECITALS

The parties desire to enhance the education experience and provide certain benefits available to Associate College students by articulating courses into Purdue Global's online and ground programs and to promote strategic development and educational solutions.

Associate College and Purdue Global wish to accomplish these desired goals, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is understood and agreed by the Parties hereto that as of the Effective Date the following terms and conditions shall apply:

### TERMS AND CONDITIONS

#### SECTION 1 – CREDIT ARTICULATION AND ADMISSIONS

- 1.1 **Eligibility.** The Parties agree and acknowledge that the articulation offer in this Agreement is only applicable for Purdue Global programs and minimum requirements shall be applicable as further defined herein.
- a. **Admissions.** Admission criteria, academic, and other admission requirements are those in the Purdue Global Catalog at the time of the students' enrollment at Purdue Global. Students are subject to all Purdue Global policies, codes of conduct, college procedures, and requirements as detailed in the most recent Purdue Global Catalogs as posted or provided to students. Some programs have additional admissions requirements and can be found listed in the version of the Purdue Global Catalog current at the time of enrollment at Purdue Global.
  - b. **Credit Transfers.** Credits from official Associate College transcripts will be evaluated on a course by course basis, to determine applicability to a student's enrolled program of study. Purdue Global reserves the right to make all final determinations on matters related to the transfer of any credits to Purdue Global, in its sole and absolute discretion. Notwithstanding the foregoing, Purdue Global may provide programmatic transfer information to Associate College in the form of academic worksheets ("Academic Worksheets"). Any such Academic Worksheets are subject to change, but modifications must be approved by Purdue Global and provided to Associate College in writing. Further, any approved Academic Worksheets exchanged between the parties detailing specific programmatic articulation course equivalencies are hereby incorporated into this Agreement by this reference.
  - c. **Program Requirements.** Associate College students must fulfill all Purdue Global degree requirements, including but not limited to the 25% residency requirement for undergraduate programs, and 50% for graduate programs, measured in credit hours. Students must also complete applicable capstone courses at Purdue Global. Credit earned through any combination of external credit will not exceed 75% for undergraduate programs and 50% for graduate programs,

of total credits required for graduation. Associate College students who are unable to fulfill Purdue Global program prerequisites at Associate College must complete them at Purdue Global.

- d. Tuition. Associate College associate degree graduates and employees will receive a 20% discount on Purdue Global undergraduate programs, and Associate College graduates and employees will receive a 14% discount on PG graduate programs.

1.2 Purdue Global Obligations. During the Term of this Agreement, Purdue Global agrees to provide the following Support Services to Associate College:

- a. Provide relevant transfer information and current Purdue Global brochures or transfer guides;
- b. Communicate with Associate College students via e-mail, postal mail, telephone, and other means to offer them the opportunity of enrolling in a program at Purdue Global; and
- c. Encourage Associate College students who are attending classes at an Associate College campus or online to enroll at Purdue Global.

1.3 Associate College Obligations. During the Term of this Agreement, Associate College agrees to provide the following Support Services to Purdue Global:

- a. Communicate the benefits of this relationship to Associate College students;
- b. Allow Purdue Global representatives to conduct on-campus presentations and marketing regarding Purdue Global programs for Associate College students;
- c. Cooperate with Purdue Global to establish electronic data transfer of curriculum and of student records, when applicable, and with student permission (where required) in accordance with all applicable laws and regulations.

1.4 Mutual Obligations.

- a. The Parties shall coordinate their efforts to facilitate a collegial and mutually beneficial relationship;
- b. Provide accurate and timely information about the relationship to prospective students, who are current Associate College students;
- c. Designate academic alliance coordinators as primary contact persons for the respective institutions to facilitate coordination of this agreement; and
- d. Comply fully with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99, for the handling of student information, to the extent applicable. The parties will not disclose or use any student information, except as necessary to carry out its obligations under this Agreement and as permitted by FERPA.

1.5 No Exclusivity. Nothing in this Agreement shall limit Purdue Global at any time from entering into similar agreements or arrangements to create or offer similar programs to other institutions, including other Associate College divisions or facilities.

1.6 Data Sharing. Purdue Global and Associate College will share data on student achievement as necessary to assess program effectiveness, always in compliance with the Family Educational Rights and Privacy Act ("FERPA") guidelines. The Party providing the data to the other Party shall be responsible for securing the FERPA compliant consent of the student when such consent is required.

## **SECTION 2 - TERM AND TERMINATION.**

2.1 Term. This Articulation Agreement shall continue in force for five (5) years from the Effective Date of this Agreement (the "Initial Term") and shall automatically expire thereafter. The parties may renew this Agreement for additional terms of five (5) years each at the end of the Initial Term upon execution of an amendment signed by both parties and extending the term.

- 2.2 **Termination.** Each Party reserves the right to terminate this Agreement without penalty and without cause at any time by submitting in advance a sixty (60) calendar days written termination notice to the other Party. This Agreement may be terminated immediately by either Party following a material breach of this Agreement by the other Party or in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Enrollees who have commenced their program or Enrollees in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the applicable credit transfers offered in this Agreement until such time the Enrollees complete or otherwise become discontinued from their program of continuous enrollment.
- 2.3 **Effect of Termination.** Upon termination or expiration of this Agreement, (a) all rights granted by either Party to the other hereunder shall immediately end, and (b) Each Party shall immediately cease and remove all use of any advertising materials related to Purdue Global's academic programs.

### **SECTION 3 –LIMITATION OF LIABILITY.**

- 3.1 **Limitation of Liability.** The Parties agree that their sole liability (whether in contract, tort, by statute, or otherwise) for any claim in any manner related to this Agreement, shall be the payment of direct damages. In no event shall either Party be liable for any consequential, incidental, indirect, special, or punitive damages, loss, or expenses (including but not limited to business interruption) even if it has been advised of their possible existence. Except in the case of any infringement of trademark, copyright, or other intellectual property infringement, each Party's liability under this agreement shall be limited to \$250,000 U.S. Dollars.

### **SECTION 4 - GENERAL PROVISIONS.**

- 4.1 **Notices.** All official notices and other formal written communications required hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three (3) Business Days after being deposited in the United States Mail, postage prepaid, addressed as follows or to such other persons or places as either Party may from time to time designate by written notice to the other.

If to Purdue University Global:

Purdue University Global  
550 W. Van Buren, Suite 700  
Chicago, IL 60607  
Attn: Dr. David Starnes  
Email: dstarnes@purdueglobal.edu

With a copy (which shall NOT constitute effective notice) to:

Purdue University Office of Legal Counsel  
Hovde Hall, Room 230  
610 Purdue Mall  
West Lafayette, Indiana 47907  
Email: legalcounsel@purdue.edu

If to Associate College:

Fayetteville Technical Community College  
2201 Hull Road

Fayetteville, NC  
Attn: Mark Sorrells, Senior Vice President  
Email: [sorrellm@faytechcc.edu](mailto:sorrellm@faytechcc.edu)  
910-678-8307

- 4.2 Governing Law. This Agreement, and the rights of the Parties hereunder, shall be construed under and governed by the laws of the State of ~~Indiana~~ <sup>North Carolina</sup> (without regard to conflict of law rules).
- 4.3 Mutual Royalty Free License. The parties grant to each other a revocable, non-exclusive, non-transferable license to use each other's trademarks, logos, and other marks in furtherance of the articulation coordination detailed herein or in a manner solely for the purpose of identifying and communicating the existence of the relationship to Associate College students. The license with respect to Purdue Global's marks shall be limited to the Purdue Global name and logo. Use of the names and logos will be in accordance with any use guidelines provided by each party to the other. Associate College agrees to use the Purdue Global mark and logo in accordance with the brand guidelines attached hereto as **Exhibit A** and incorporated herein by reference. Each party agrees that the other's use of the mark(s) must be approved by such party and used in accordance with the terms of this Agreement, applicable law, and any trademark usage guidelines as may be provided by any party to the other.
- 4.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Faxed signatures shall have the same binding effect as original signatures.
- 4.5 No Amendments. Purdue Global and Associate College agree to coordinate their efforts to facilitate a collegial and mutually beneficial relationship. This Agreement may not be changed, modified, altered, or amended in any respect without the mutual written consent of both Parties.
- 4.6 Confidentiality. Each party hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential as a result of not being generally known to the public and constitutes valuable, special, and unique property of such other party that provides value to such Party by reason of its confidentiality ("Confidential Information"). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy, or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns students, faculty, or academic programs and which is not otherwise available to the public. As used throughout this Agreement, the term "Confidential Information" shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.
- 4.7 Further Assurances. Each Party, subsequent to the execution and delivery of the Agreement and without any additional consideration, will execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of the Agreement.
- 4.8 Entire Agreement. This Agreement and its Exhibits are the complete and exclusive agreement between the Parties with respect to the subject matter contemplated by this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both oral and written, regarding that subject matter.

- 4.9 Survival. Sections 1.6, 3.1, 4.6, and 4.7, as well as any other provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement or is required to survive to give the Parties the benefits of this bargain, will survive any termination or expiration of the Agreement and continue in full force and effect.
- 4.10 No Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, except no consent is required to the surviving entity in a merger, contribution or consolidation in which it participates, or to a purchaser of all or substantially all of its assets, if requested, such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.
- 4.11 Authority. Each Party hereto represents and warrants that it has the legal right to enter into this Agreement and perform all of its obligations hereunder.

**IN WITNESS WHEREOF**, each of the Parties hereto has duly executed this Agreement effective as of the Effective Date.

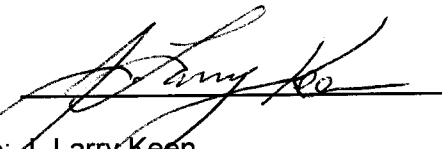
**Purdue University Global**  
("Purdue Global")

By: 

Name: Carolyn Nordstrom

Title: Acting Chief Academic Officer

**Fayetteville Technical and Community College**  
("Associate College")

By: 

Name: J. Larry Keen

Title: President

**EXHIBIT A**  
**Brand Guidelines**