

COLLEGE ARTICULATION AGREEMENT
between



and

**Florence-Darlington Technical
College**
South Carolina

This College Articulation Agreement (“Agreement”) by and between the **University of Phoenix, Inc.** (hereinafter referred to as “UNIVERSITY”), located at: **4025 South Riverpoint Parkway, Phoenix, Arizona 85040** and **Florence-Darlington Technical College** (hereinafter referred to as “INSTITUTION”) having a business at: **2715 W. Lucas Street...Florence, SC 29502-0548** is entered into as of the date of execution by both parties as set forth below.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to increase the options available to associate degree students from INSTITUTION to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

- 1.1 The UNIVERSITY will articulate the associate degree courses from INSTITUTION.
- 1.2 All transferable college level credit (including vocational degrees), awarded by INSTITUTION with the grade of “C-” (1.66) or above will transfer to the UNIVERSITY as semester credit hours. A minimum grade of “C” (2.0) is required in order to be accepted to waive or exempt a UNIVERSITY undergraduate required course.
- 1.3 Students transferring college level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Meaning all associate

degree-related courses, subject to program limitations, will automatically transfer.

- 1.4 Although credits will be accepted in transfer, additional general education credits may be needed to fulfill the degree program requirements. The UNIVERSITY admissions requirements may be viewed at www.phoenix.edu.
- 1.5 If the student is enrolled in the Bachelor of Science in Management program (in states where offered), the associate degree focus will be listed as an area of emphasis on the baccalaureate transcript and UNIVERSITY diploma.
- 1.6 Students from INSTITUTION, who are within 12 months of the completion of their associate degree, may pre-apply to a UNIVERSITY baccalaureate program and will be granted access to the UNIVERSITY Library Online Collection. Continued access to these services following the 12-month period will require students to be enrolled in the UNIVERSITY.

2. Services Provided to INSTITUTION by the UNIVERSITY

- 2.1 The UNIVERSITY shall publish a Course Transfer Guide (CTG) in PDF format and in CD format which will include course by course transfer categories for courses that are designated as fulfilling a general education category.
- 2.2 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the catalog.
- 2.3 UNIVERSITY shall provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in University's sole discretion.
- 2.4 UNIVERSITY will provide onsite and online enrollment representative services.
- 2.5 UNIVERSITY will provide transfer support material to INSTITUTION at UNIVERSITY'S cost.
- 2.6 UNIVERSITY will provide onsite training to advisors of INSTITUTION regarding the use of the transfer literature.

3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 INSTITUTION will provide the opportunity for UNIVERSITY representatives to

meet with INSTITUTIONS students on an ongoing basis but not less than four times per year.

3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.

4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

5. Accreditation

5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited or in candidacy status by an approved regional or national accrediting body recognized by the U.S. Department of Education. INSTITUTION agrees that it is INSTITUTION'S responsibility to notify the UNIVERSITY immediately of any adverse changes in its accreditation status. UNIVERSITY may terminate this agreement immediately if INSTITUTION fails to notify UNIVERSITY of a change in accreditation

5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. Intellectual Property

6.1 Both parties agree that they shall not use the name, image or likeness of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval.

6.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to

have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement. Apollo Group, Inc. is the owner of both federal and common law trademarks and service marks (collectively, "Marks") of UNIVERSITY which may not be used without the express written permission of Apollo Group, Inc. Guidelines for the proper use of trademarks, service marks and domain names can be located at www.apollogrp.edu/trademarks.

7. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor

8. Terms and Termination of Agreement

- 8.1 This Agreement shall be effective as of the date the agreement is fully executed by both party's below and shall remain in effect until terminated.
- 8.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 8.3 In the event this Agreement is terminated, INSTITUTION and shall continue to allow INSTITUTION's name and the Course Transfer Guide to be published by UNIVERSITY for as long as the Course Transfer Guide is applicable to any current or future students' transfer of credit.

9. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

(a) If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L401
Fax:

(b) If to INSTITUTION
*Florence-Darlington Technical College
*Attn: Dr. Charles W. Gould
*2715 W. Lucas Street
*Florence, SC 29502-0548
Fax:

With a copy to:

University of Phoenix
Attn: Apollo Legal Services
4025 S. Riverpoint Parkway.
Phoenix, AZ 85040
Mail Stop: CF-K612
Fax:

10. Miscellaneous Provisions

- 10.1 This Agreement may be executed by facsimile. Said facsimile shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 10.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 10.4 This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 10.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 10.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.

10.7 This Agreement is for the benefit of UNVIVERSITY and INSTITUTION only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX, INC.

Wm. Pepicello

Dr. William Pepicello
President, University of Phoenix

4-13-09
Date

FLORENCE-DARLINGTON TECHNICAL COLLEGE

Charles W. Grew
Name

President
Title

3-30-2009
Date