## ARTICULATION AGREEMENT

## Associate of Science in Nursing to the Bachelor of Science in Nursing

This Articulation Agreement (the "Agreement") is made and entered into as of **January 1, 2022** (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 **Central Maine Community College**, ("Institution") (each a "Party" and, collectively, the "Parties").

## RECITALS

The Parties desire to enhance the education experience and provide certain benefits available to Institution students by establishing an articulation agreement for the Associate of Science in Nursing to the Bachelor of Science in Nursing.

Institution and Purdue Global wish to accomplish this goal, 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 <u>Eligibility</u>. The Parties agree and acknowledge that the articulation offer in this Agreement is only for the Purdue Global Bachelor of Science in Nursing and minimum requirements apply as defined herein.
  - a. <u>Policies</u>. Students are subject to all Purdue Global policies, codes of conduct, procedures, and admissions requirements as detailed in the Purdue Global Catalog at the time of enrollment and as amended thereafter.
    - b. <u>Course Grade Requirement for Transfer</u>. A grade of C- is required to be considered for transfer credit.
    - c. <u>Program Requirements</u>. Institution students must fulfill all Purdue Global degree requirements, including but not limited to the 25% residency requirement for undergraduate programs, measured in credit hours. Students must also complete applicable capstone courses at Purdue Global.
    - d. <u>Tuition</u>. Institution graduates and employees will receive a 20% discount on Purdue Global's tuition for the Bachelor of Science in Nursing.
    - e. <u>Course Transfer Credit</u>. Appendix A specifies course transfers and courses required for completion at Purdue Global.
- 1.2 <u>Purdue Global Obligations</u>. During the Term of this Agreement, Purdue Global agrees to provide the following support services to Institution:
  - a. Provide relevant transfer information and current Purdue Global brochures/materials and transfer program mappings/pathways/guides;

- b. Communicate with Institution students via e-mail, postal mail, telephone and other means, as approved by Institution, to offer them the opportunity of enrolling in a program at Purdue Global upon their graduation from Institution; and
- c. Reference the Articulation Agreement with Institution on Purdue Global's website.
- 1.3 <u>Institution Obligations</u>. During the Term of this Agreement, Institution agrees to provide the following support services to Purdue Global:
  - a. Communicate the benefits of this relationship to Institution students;
  - b. Allow Purdue Global representatives to conduct on-campus presentations and marketing regarding Purdue Global programs for Institution students;
- 1.4 <u>Mutual Obligations</u>. The Parties shall:
  - a. Coordinate their efforts to facilitate a collegial and mutually beneficial relationship;
  - b. Designate academic alliance partner liaisons as primary contact persons for the respective institutions to facilitate coordination of this Agreement; and

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

- 2.1 <u>Term</u>. This Agreement shall continue in force for five (5) years from the Effective Date (the "Initial Term") and shall automatically expire thereafter. The Parties may renew this Agreement for additional terms at the end of the Initial Term upon execution of an amendment signed by both Parties.
- 2.2 <u>Termination.</u> 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 day 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 continue to receive the applicable credit transfers offered in this Agreement until such as time the enrollees complete or otherwise become discontinued from their program of continuous enrollment.
- 2.3 <u>Effect of Termination</u>. 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 from all use any advertising materials related to Purdue Global's academic programs.

# SECTION 3 -LIMITATION OF LIABILITY.

3.1 <u>Limitation of Liability</u>. 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 to the extent permitted by law. 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. -

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

4.1 <u>Notices</u>. All official notices and other formal written communications required hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, by recognized overnight courier, or by email (but only upon confirmation of receipt by addressee), and shall be deemed to have been duly given when delivered personally or acknowledged by email addressee 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.

<u>If to Purdue University Global</u>: Purdue University Global 2550 Northwestern Avenue, Suite 1100 West Lafayette, IN 47906 Attn: Dr. Jon Harbor, Provost Email: jon.harbor@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 Institution: Dr. Janet Sortor Vice President and Chief Academic Officer Maine Community College System 107 Light House Building 2 Fort Road South Portland, ME 04106 -and-Dr. Janet Sortor Vice President and Chief Academic Officer Maine Community College System 323 State Street Augusta, ME 04330-7131

Email: jsortor@mccs.me.edu\_.

- 4.2 <u>Governing Law</u>. This Agreement, and the rights of the Parties hereunder, shall be construed under and governed by the laws of the State of Maine (without regard to conflict of law rules).
- 4.3 <u>Mutual Royalty Free License</u>. The Parties grant to each other a revocable, non-exclusive, non-transferable license to use each other's name, 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 Institution students. The license with respect to Purdue Global's marks shall be limited to the Purdue Global name and logo, and Institution agrees to use the Purdue Global name and logo only in accordance with the Purdue Global brand guidelines provided to Institution and incorporated herein by reference. Use of Institution's marks will be in accordance with any use guidelines provided by Institution to Purdue Global. Each Party agrees that its use of the other's mark(s) must be approved by the other Party and shall be otherwise in accordance with the terms of this Agreement, applicable law, and such use guidelines.

- 4.4 <u>Counterparts</u>. 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 <u>Entire Agreement</u>. 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 the subject matter hereof.
- 4.6 <u>Survival</u>. Sections 3.1 and 4.5, as well as any other provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or is required to survive to give the Parties the benefits of this bargain, will survive any termination or expiration of this Agreement and continue in full force and effect.
- 4.7 <u>Authority</u>. 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:

Ion Hallow

Name: Dr. Jon Harbor

Title: Provost

Date: Jan 4, 2022

**Central Maine Community College** ("Institution")

Betsy H. Libby Bv:

Name: Dr. Betsy Libby

Title: President

<sub>Date:</sub> Jan 5, 2022

Science in Nursing For information about transploring to Purdue University Globel call 846-PUROUE/G to speed with an anticox   Bacchelor of Science in Nursing – Adva     For information about transploring to Purdue University Globel call 846-PUROUE/G to speed with an anticox   Associate's Degree Courses   Bacchelor of Science in Nursing – Adva     3   For   Associate's Degree Courses   BI0011 Microbiology (Let.)   3   S2446     3   SC43i.   Ceneral Education Retrine   BI0011 Microbiology (Let.)   3   S2346     3   SC43i.   Ceneral Education Retrine   BI0011 Microbiology (Let.)   3   S2346     1   ISC1.SI.   Rivto-85N Credit   BI00121 Microbiology (Let.)   3   S2346     1   NU15.Si.   Rivto-85N Credit   BI0011 Microbiology (Let.)   3   S2346     1   NU15.Si.   Rivto-85N Credit   MI0125 Microbiology (Let.)   3   S2346     1   NU15.Si.   Rivto-85N Credit   BI0011 Microbiology (Let.)   3   S0124     2   General Education Retrine   Confile   MI0135 Microbiology (Let.)   3   MI0135 Microbiology (Let.)     3   SC4.Si.   Rivto-85N Credit   MI0213 Microbiology (Let.)   3   MI0134 Microbiology (Let.)   3     3   SC4.Si.   Rivto-85N Credit   Diceteet   MI0135 Microbiology (S	Central Main	ne Com	munity Co		פורא מוי	ר מומעב טווואבואויץ טוטאמו רוסגומווו רמנוואימץ אפיים	ue I Inivers	Purdue University Global	
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