Agreement between Anne Arundel Community College and American Public University System, Inc.
for the Articulation of the Associate of Science degree in Nursing to the Bachelor of Science degree in Nursing

This Agreement facilitates the transfer of Anne Arundel Community College ("Institution") students who graduate with an Associate of Applied Science degree in Nursing to the Bachelor of Science degree in Nursing at American Public University System, Inc. ("APUS") (each individually a "Party" and collectively the "Parties") (the "Agreement"). This Agreement defines the terms of the transfer.

The three goals inherent in the Agreement are to:
1. Facilitate eligible students’ transfer from the ASN program at Institution to the BSN program at APUS as efficiently as possible.
2. Establish a clear set of understandings and expectations for both Parties and programs.
3. Establish a pathway for Institution’s ASN graduates to have the opportunity to earn a Bachelor of Science degree in Nursing, which may help enrich their careers in the nursing profession.

Articulation Agreement

Institution and APUS agree to offer articulated programs so that students from Institution, pursuant to the terms of this Agreement, may transfer eligible credits earned for the ASN at Institution toward the BSN at APUS. The Agreement, also, is a publication of a clear set of understandings and expectations for both institutions and programs. Making expectations clear to students and between institutions not only contributes to the first goal, but also allows the institutions to work collaboratively to meet the needs of Institution students and graduates. In consideration of the promises and covenants herein, the parties agree as follows:

1. Students in and graduates of the ASN program at Institution that apply to APUS and satisfy all APUS admission requirements may be admitted to APUS ("APUS Students"). APUS Students will receive transfer credit for those specific Institution courses ("Courses") as set forth in Course Transfer Table, attached hereto as Appendix A. In order to be eligible for transfer credit, an APUS Student must have earned the grade of C (2.0 on a 4.0 scale) or higher in a Course. The number of credits transferred may not exceed 91 credit hours. The credit hours transferred from Institution contribute to the fulfillment of credit hours required for BSN completion.

2. The Course Crosswalk included with this document specifies the courses that will transfer from Institution to APUS.

3. In order for the specified courses to transfer, students must earn a grade of C (2.0 on a 4.0 scale) or better in each course they desire to transfer.

4. The maximum number of credits that will be accepted by APUS toward degree requirements from non-direct classroom instruction (including CLEP, AP, and other
nationally recognized standardized examination scores) is based on annually published
national scores with recommended credits. Credit awarded for PLA is not recognized by
APUS without verification through the APUS PLA process.

5. For a smooth transition, students at Institution may begin taking courses in the BSN
program at APUS while they are completing their ASN degree at Institution.

6. Institution students who complete the ASN at Institution will be given consideration for
financial assistance at APUS in accordance with then applicable regulatory requirements
and APUS policies.

7. Institution and APUS agree to monitor the performance of this agreement and to address
issues as necessary.

8. Institution and APUS agree to publicize this articulation agreement as mutually agreed.
Each party grants to the other a royalty-free, nonexclusive, non-transferable revocable
license during the Term to use its trademarks, name, logos, and other identifying symbols
(collectively, the “Marks”) for the limited purpose of fulfilling its promotional and
marketing obligations that may be mutually agreed to; provided, however, that each such
use of the Marks and the content of all such marketing and promotional materials shall (i)
be subject to the other party’s prior written approval (except as may be mutually agreed
to), and (ii) be subject to any trademark usage guidelines provided by a party in writing
from time to time. The licenses granted in the foregoing sentence are personal and shall
not include the right to grant sublicenses. Each party will retain all goodwill in its
respective Marks and all other rights thereto. Upon termination of this Agreement, each
party will promptly cease and desist its use of the other party’s Marks.

9. The parties shall review the Articulation Agreement and Course Crosswalk at least once
per year to determine any necessary changes. Upon mutual agreement of the parties, the
Course Crosswalk shall be modified to reflect these changes. Revision of the Course
Crosswalk itself will not affect the signed agreement. Either party may notify the other
party of changes that are required to the Course Crosswalk and the parties shall work
together in good faith to modify the Course Crosswalk accordingly.

10. APUS shall have the right to review the content and curriculum of the ASN program at
Institution to ensure that it complies with APUS academic standards.

11. Institution students may be admitted and enrolled in APUS, and may graduate from
APUS, in accordance with then-applicable regulatory requirements and APUS’s then-
current requirements and policies, which APUS shall at all times control and may modify
in its sole discretion. As APUS Students, these individuals shall be subject to the
financial obligations and fees of APUS, and may be considered for financial assistance,
as determined by APUS.
12. Each party acknowledges and agrees that it is subject to and shall comply with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time.

13. Institution shall not make any false, erroneous or misleading statements, representations, warranties or guarantees to its students, employees or other third parties with respect to APUS or APUS's services or programs.

14. Institution shall not pay any of its employees or agents engaged in any APUS student recruitment or admissions activities or in any decisions regarding awarding student financial assistance to any APUS student, any bonus, commission, or other incentive payment that is based in any part, directly or indirectly, on success in securing enrollments or the award of financial aid where such payment would be a violation of the requirements of 20 U.S.C. § 1094(a)(20) or 34 C.F.R. § 668.14(b)(22) or any other law or accreditation requirements, regardless of whether those requirements apply directly to Institution.

15. The term of this Agreement shall be for one year, and it shall renew automatically unless a party gives 60 days' written notice of its intention to terminate. The Agreement may be terminated by either party after 60 days advance written notice to the other. Upon a material breach of the Agreement, the Agreement may be terminated upon ten (10) days prior written notice to the other party, unless cured during such ten (10) day period. Termination of the agreement will not affect any students currently enrolled in the ASN program at Institution who are taking courses at APUS or who have been accepted into the BSN program at APUS.

16. This Agreement shall be binding on the parties only, and nothing in it is intended to or shall inure to the benefit of any third party. Neither party shall assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, APUS's parent company American Public Education, Inc. or any of its affiliates may at any time and for the benefit of APUS utilize the rights and obligations set forth hereunder. The provisions in this Agreement are severable, and a legal determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions. This is the entire agreement of the parties with respect to its subject matter, and it supersedes all prior agreements, representations and communications. The Agreement may be amended only in writing by both parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership or any other relationship of the parties except as independent contractors. No waiver of a provision of this Agreement shall be effective unless in writing and signed by the party to be charged. This Agreement shall not be construed against either party, and no presumption shall be made on the basis of drafting the Agreement or any of its provisions.

17. This Agreement becomes effective on the date that the last authorizing party has signed the Agreement. The last signer will write the date below.
18. This Agreement will be construed and interpreted according to the laws of the state of West Virginia, without regard to its conflicts of law provisions. Each Party irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Jefferson County or Berkeley County, West Virginia, as applicable, for any matter arising out of or relating to this Agreement and agree that such courts shall be the exclusive forum for resolving any and all disputes regarding this Agreement.

19. All notifications and other communications hereunder shall be in writing and shall be deemed to have been given as of the date of delivery. Delivery shall be made: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission or electronic mail, upon acknowledgment of receipt of such electronic transmission; or (d) by mail, upon verification of receipt. If mailed, notice shall be sent first class, postage prepaid, certified, or registered mail, return receipt requested. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth below, or to such other address and person as either party may provide in writing.

APUS Contact Information:
American Public University System, Inc.
111 W. Congress St.
Charles Town, WV 25414
Attn: Office of Educational Partnerships
E-mail: edpartners@apus.edu

With a copy to: Legal Affairs (at same mailing address as above) and via email at legal@apus.edu

Institution Contact Information

Anne Arundel Community College
Office of Instructional Partnerships
101 Parkway
Arnold, MD 21012
POC: Kathleen Beauman
E-mail: kmbeauman@aacc.edu
Phone: 410-777-2777
This Agreement is effective as of:

1st day of February, 2017.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the date and year first written above.

Karan Powell

Karan Powell Ph.D.
President
American Public University System, Inc.

[Signature]

Michael Gavin, Ph.D.
Vice President for Learning
Anne Arundel Community College