

ARTICULATION AGREEMENT

This Articulation Agreement (the “Agreement”) is made and entered into as of **INSERT EFFECTIVE DATE** (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 **College of Southern Maryland**, (“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 transfer credit from Institution into Purdue Global’s undergraduate programs.

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 Eligibility. The Parties agree and acknowledge that the articulation offer in this Agreement is only for Purdue Global programs, and minimum requirements apply as defined herein.
- a. Policies. 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. Credit Transfers. Credits from official Institution 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 Institution in the form of academic program mappings/pathways/guides. Any such program mappings are subject to change, and modifications must be approved by Purdue Global and Institution in writing. Any approved Program Mappings are hereby incorporated into this Agreement by this reference.
 - c. Program Requirements. Institution 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% of total credits for undergraduate programs, or 50% of total credits for graduate programs, that are required for graduation. Institution students who are unable to fulfill Purdue Global program prerequisites at Institution must complete them at Purdue Global or properly articulate them from another institution.
 - d. Tuition. Institution graduates and employees will receive a **20%** discount on Purdue Global undergraduate programs and 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 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 Institution Obligations. 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;
 - c. Cooperate with Purdue Global to establish electronic data transfer of curriculum and of student records, when applicable, and with student requesting their data to be sent to Purdue Global (where required), in accordance with all applicable laws and regulations.
 - d. Share the contact information with Purdue Global of students who graduated from College of Southern Maryland each semester.
- 1.4 Mutual Obligations. The Parties shall:
- a. 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 Institution students;
 - c. Designate academic alliance partner liaisons 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 and its implementing regulations (collectively "FERPA"), 20 U.S.C. § 1232g and 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 contemplated by or under this Agreement, and only as permitted by FERPA.
- 1.5 Guaranteed Admission. Purdue Global agrees as follows:
- a. Students who complete Institution's AA, AS, or AAS degree requirements with a cumulative grade point average of 2.00 or higher (on a 4.0 scale) and meet all other eligibility requirements and then apply for admission into Purdue Global are eligible for guaranteed admission to the university and their chosen bachelor program under this provision.
 - b. Purdue Global may monitor the progress and performance of students who transfer to Purdue Global on the basis of this provision for the purpose of modifying and improving the educational opportunities of future students.
 - c. Transfer courses do not count in a student's grade point average at Purdue Global.
- 1.6 No Exclusivity. Nothing in this Agreement shall limit Purdue Global or Institution at any time from entering into similar agreements or arrangements to create or offer similar programs to other institutions, including other Institution divisions or facilities.
- 1.7 Data Sharing. Purdue Global and Institution will share data on student achievement as necessary to assess program effectiveness, always in compliance with FERPA. The Party providing the data to the

other Party shall be responsible for securing FERPA-compliant consent of the student when such consent is required.

SECTION 2 - TERM AND TERMINATION.

- 2.1 Term. 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 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 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 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 from all use 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 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.

If to Purdue University Global:
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 College of Southern Maryland:
College of Southern Maryland
Registrar's Office
c/o Jacqui Rogers
8730 Mitchell Road
PO Box 910
La Plata, MD 20646-0910


Email: jgrogers@csmd.edu

- 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 (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 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 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 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.

- 4.6 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.
- 4.7 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 the subject matter hereof.
- 4.8 Survival. 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.
- 4.9 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.
- 4.10 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: Dr. Jon Harbor

Title: Provost

College of Southern Maryland
("Institution")

By: 
Rodney Redmond (Jul 8, 2021 12:56 EDT)

Name: Dr. Rodney Redmond

Title: Provost and Vice President of Learning

Jul 8, 2021