

Articulation Agreement

Washington State Community College and Franklin University

The purpose of this document is to establish an articulation agreement between Washington State Community College and Franklin University. Subject to Washington State Community College's compliance with the requirements set forth herein, this agreement guarantees admission to Franklin University, transferability of credits, and a seamless transition for Washington State Community College graduates seeking a baccalaureate degree.

Washington State Community College and Franklin University enter into this articulation agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, national origin, religion, sex, disability, color, age, marital status, or other non-merit factors.

Transfer:

Upon application, Franklin University will guarantee acceptance of all Washington State Community College graduates with an Associate in Arts, Associate in Science or Associate of Applied Science degree. Transfer students from Washington State Community College, upon acceptance, will have junior standing at Franklin University.

Students transferring from Washington State Community College may transfer additional credits (up to a maximum of 94 semester credit hours) toward their baccalaureate degree. Students must complete a minimum of 30 credit hours at Franklin University to be eligible for the Bachelor of Science degree (minimum 120 semester hours).

A Curriculum Equivalency guide will be created by Franklin University each academic year for Washington State Community College. Washington State Community College programs and courses will be identified that will effectively transfer to Franklin and prepare Washington State Community College students for success in the Franklin University programs.

Financial Aid Consortium:

Franklin University and Washington State Community College will enter into a Financial Aid Consortium, by complying with the necessary information sharing, to entitle students in these programs to the appropriate federal, state and institutional assistance. This process includes annual reporting of tuition, fees and academic calendar dates.

Privacy and Data Security:

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as

needed to allow transferring students to participate in the articulation program and to track student interest, persistence and success.

Liability:

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.

Jurisdiction and Venue:

The parties of this agreement each specifically consent to jurisdiction in Ohio/Franklin County in connection with any dispute between the parties arising out of this agreement or pertaining to the subject matter hereof.

Term and Termination:

This Agreement is effective November 1, 2018 (the "Effective Date"). The Initial Term of this Agreement is from the Effective Date until the end of the last day of the spring semester 2023 academic term of Washington State Community College, at which time this Agreement will automatically expire unless otherwise terminated as set forth in this Agreement. The Parties may agree in writing to extend this Agreement for additional terms.

Either Party may terminate this Agreement in the event of a material breach by the other Party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Franklin University, or (ii) the date that is ninety (90) days after the notice that includes a description of the breach; provided in either case that the breaching Party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

Upon expiration or termination of this Agreement for any reason, Washington State Community College students previously accepted by or admitted to Franklin University shall continue to receive the benefits contemplated by this Agreement and the Franklin University catalog rights from the term in which they were admitted to Franklin University for a period not to exceed five (5) years.

Miscellaneous:

This Agreement is not exclusive, and either Party may enter into similar agreements with any other party.

This agreement and attached addendums are effective only under the condition that both institutions maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.

Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of Washington State Community College, an additional copy addressed to "General Counsel":

For Franklin University:
President
201 S. Grant Ave.
Columbus, OH 43215

For College:
President
710 Colegate Drive
Marietta, OH 45750

Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both Parties.

No Third Party Beneficiaries. This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to student(s) and/or employee(s) of either Party.

Publicity. The Parties may refer to their affiliation as established in this Agreement in their respective catalogs, brochures and other information distributed to the public. However, the Parties acknowledge that any trade name, service mark, trademark, or symbol or image registered by the Party shall remain the sole and exclusive property of that Party throughout the term of this Agreement and thereafter. With prior written approval of Franklin University, Franklin University hereby grants and agrees to permit Washington State Community College a limited right and license to use Franklin University's name(s), logo(s), mark(s), image(s), or symbol(s) during the term of this Agreement in connection with the promotion of the Agreement and its terms. Likewise, with prior written approval of Washington State Community College, the College hereby grants and agrees to permit Franklin University a limited right and license to use College's name(s), logo(s), mark(s), image(s), or symbol(s) during the term of this Agreement in connection with the promotion of the Agreement and its terms.

Assignment. Neither Party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.

Complete Agreement; Integration. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

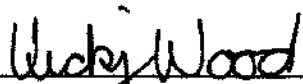
Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other Party.

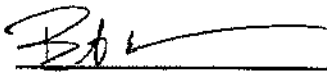
Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each Party agrees that it will not unlawfully discriminate against any person on the basis of race, color, religion, national origin, sex, age, sexual orientation, handicap or disability, disabled veteran, Veteran era or other protected veteran status.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

WASHINGTON STATE COMMUNITY COLLEGE
710 Colegate Drive, Marietta, OH 45750

FRANKLIN UNIVERSITY
201 South Grant Avenue, Columbus, OH 43215

Signature: 
Name: Dr. Vicky Wood
Title: President
Date: 12-4-18


Name: Bill Chan,
Title: Vice President, Strategic Alliances
Date: 12-4-18