

ACADEMIC PARTNERSHIP AGREEMENT
between
EXCELSIOR COLLEGE
and
SUFFOLK COUNTY COMMUNITY COLLEGE

This Agreement is made as of the 1st day of August, 2016 by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as "Excelsior"), and Suffolk County Community College, an education corporation organized and operating under the laws of the State of New York, having its principal office located at 533 College Road, Selden, NY 11784 (hereafter referred to as "Partner").

Benefits Offered by Excelsior:

1. Excelsior will provide Partner graduates and employees who enroll in Excelsior after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedules, accessible through Excelsior's Academic Partners website, <http://www.collegepartnerships.excelsior.edu>. Tuition and fees are subject to change without notice. Excelsior will provide Partner with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates detailed on the aforementioned link.
2. Excelsior will guarantee admission to Partner graduates and employees according to the terms in this agreement. To be guaranteed admission under this Agreement, graduates must transfer from Partner with an associate degree with a minimum GPA of 2.0, enroll in an Excelsior degree program and shall have paid all required Excelsior fees and hold an active RN license, if applying into the Bachelor of Science in nursing program.
3. Excelsior will offer eligible graduates and employees of Partner the ability to maximize their transfer credits, specifically the ability to transfer approximately 90 credits from Partner to Excelsior.
4. Excelsior will provide Partner with yearly transfer guides that demonstrate the transferability of coursework from Partner to Excelsior.
5. Students, graduates and employees of Partner are eligible to receive personalized transfer evaluations demonstrating previously earned credits at Partner and other institutions to Excelsior.
6. Excelsior will provide Partner information on products and services offered through Excelsior's Extended Education and Educators Serving Educators offices.

Partner Contributions:

1. Subject to the Partner's policies and discretion, Partner will work with Excelsior to communicate the benefits of this Agreement and the many educational opportunities available at Excelsior. Excelsior will provide marketing materials to Partner in order to support internal promotion of partnership benefits.

General Terms

1. Upon transferring to Excelsior, each student will meet the academic requirements of his or her chosen degree by:
 - (a) completing a Partner associate degree and transferring all completed coursework from Partner. Such Partner credits are reflected in an official transcript and submitted in a sealed envelope. A grade of C or better must be attained in all transferred coursework; and/or

- (b) completing coursework with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior puts no limit on the number of credits a student can transfer from another source of credit, as long as that credit meets degree requirements and comes from an approved source (<http://www.excelsior.edu/transfer-more-credits/ways-to-earn-credit>); and
 - (c) completing Excelsior's Information Literacy and Capstone degree requirements.
2. Excelsior's standards for admission as well as all other student policies published at the time any student seeks enrollment will apply. This includes policies governing the recognition of transfer credits.
 3. Excelsior will provide Partner with a depiction of its logo and approved text, and Partner is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, Partner will provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by Partner. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.
 4. The term of this Agreement shall be for five (5) years from the date first written above and will automatically renew for another five years unless written termination is received within 60 days of expiration date. Each institution will work in collaboration to update student transfer guides on a yearly basis. The Agreement may be terminated early by either party upon not less than sixty (60) days written notice to the other party. Upon termination, Partner's students will no longer be eligible for preferential pricing and will be notified within 60 days of changes to their student account.
 5. Both parties understand and agree to abide by the requirements of the Family Educational Privacy and Rights Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.
 6. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
 7. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
 8. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
 9. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
 10. A Waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.

11. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

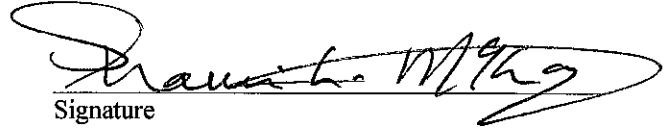

Signature

Name: Mary Beth Hanner, PhD, RN, ANEF, FAAN

Title: Provost and Chief Academic Officer

Date: 8/10/16

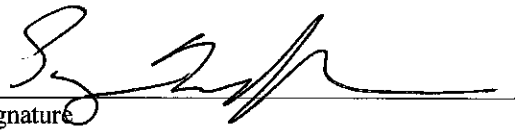
SUFFOLK COUNTY COMMUNITY COLLEGE


Signature

Name: Dr. Shaun L. McKay

Title: President

Date: 8/19/16


Signature

Name: Dr. Suzanne M. Johnson

Title: Vice President of Academic Affairs

Date: 8/17/16