



Knoxville College and Aspen University Articulation Agreement September 2010

This articulation agreement is between Aspen University (hereafter referred to as "Aspen") and Knoxville College (hereafter referred to as "KC").

Whereas KC is a private, church-related, four-year, coeducational, liberal arts institution designed to provide community centered, affordable, work program related two and four year academic degrees; and Aspen University is a private, 100% on-line, graduate level, DETC accredited university designed to provide socially responsible, affordable, flexible, and wide ranging academic degrees.

Aspen and KC wish to enter into a formal articulation agreement. This agreement will supersede all other written or verbal agreements between these parties on this topic.

AGREEMENT

1. This agreement is for a period of five (5) years from the date of signature.
2. Should either party have cause to cancel or modify the agreement, the party requesting the modification or cancellation must notify the other party in writing 90 days prior to the requested cancellation listing cause. The receiving party has 30 days to remedy, if remediation is not possible the agreement shall terminate in accordance with any identified provisions or considerations.
3. Both Aspen and KC agree, upon verification, to accept each other's courses and degrees in transfer. This includes current KC students and KC alumni and current Aspen students and Aspen alumni.
4. Under careful administrative arrangements and with the KC degree being the lead preeminent requirement (i.e. a completion requirement of the Aspen dual degree is completion of the KC degree) students can complete five Aspen courses during their Junior and Senior KC years and, upon completion of their KC degree, also receive an Aspen Bachelors of General Studies degree.
5. Aspen will, upon proper coordination with the KC work program, make Aspen courses available to be completed as internships in addition to the on-line option. Students can take a maximum of two of the five required Aspen courses in this manner.
6. KC may select undergraduate courses from Aspen's catalog to be taught online by Aspen faculty as a KC provided course. For these courses KC is awarding credit not Aspen. KC will compensate Aspen \$275 per student per course taught, payable within five working days of course start.
7. From time to time Aspen may use KC facilities and classrooms for holding on-ground courses. After proper prior coordination, KC agrees to make these facilities available to Aspen for \$100 per day per classroom.
8. Under separate cover KC and Aspen may co-host annual graduations at the KC campus.
9. Assuming interest and proper credentials, KC will recommend, from time to time, KC faculty that may benefit from teaching on-line Aspen courses. Aspen maintains full academic oversight of all selected Aspen faculty.
10. Standard tuition for Aspen programs is between \$225 and \$300 per credit hour depending on the program. KC students will receive Aspen courses at \$100 per credit hour for all programs except the Master of Science in Nursing. For students enrolled in Aspen programs Aspen will collect all tuition and fees for the program.
11. For every 100 (one hundred) students referred by KC that graduate from any Aspen program, Aspen will donate annually to KC a \$20,000 (twenty thousand dollar) scholarship to be awarded to students through Aspen University and the entity of KC choosing.



Knoxville College and Aspen University Articulation Agreement September 2010

12. No other financial arrangement is part of this agreement.
13. All marketing initiatives, promotional material, presentations, press releases, and advertising collateral that contain the Aspen University logo, trademark, or name must be submitted to Aspen to receive written approval prior to being used.
14. All marketing initiatives, promotional material, presentations, press releases, and advertising collateral that contain the KC logo, trademark, or name must be submitted to KC to receive written approval prior to being used.
15. This agreement shall be referred to in all verbal, written, print, digital, or any other media, as an "Articulation agreement between Knoxville College and Aspen University". No other language, unless prior written notification is made and written consent is granted, shall be used.
16. All Parties shall make and retain appropriate records reflecting their obligations under this Agreement.
17. Should this agreement be breached by either party, the party that breaches the agreement has 30 (thirty) days to cure the breach from the time of written notice.

Further, each Party agrees to indemnify, defend and forever hold another Party (and each of its Affiliates), and all of their respective present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents, and the successors, heirs and assigns of any of these harmless from and against any and all losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, attorneys' fees, disbursements and administrative or court costs) arising directly or indirectly out of any breach or alleged breach of any of its representations and warranties hereunder or its action under this Agreement.

Aspen and KC agree to modify this agreement if necessary to meet the compliance standards of the United States Department of Education or any accrediting, licensing, or regulatory agency.