**CITY VISION UNIVERSITY ARTICULATION AGREEMENT (TEMPLATE)**

This Articulation Agreement (“Agreement”) is made effective as of \_\_\_**,** 2015 by and between [Institution] ("[Institution]"), a [description] located in [state/country] and City Vision University (“City Vision”), a nonprofit, accredited institution of higher education. [Institution] and City Vision may hereinafter be referred to individually as a “Party” or, collectively, as the “Parties”.

Whereas**,** City Vision is an accredited, recognized leader in providing flexible, high-quality, low-cost collegiate learning opportunities; and

Whereas, [Institution], a [description], desires to enhance its offerings by partnering with accredited institutions such as City Vision to provide affordable pathway options for students seeking traditional college credit and other forms of recognition for completing select \_\_\_\_ courses; and

Whereas, City Vision and [Institution] desire to work together to provide new pathways to increase access to higher education and otherwise develop innovative solutions toward that end.

**NOW, THEREFORE**, in exchange for the mutual promises and covenants herein, intending to be legally bound, [Institution] and City Vision now agree to this articulation agreement. The principal terms of this Agreement follow.

**1. ACCEPTANCE OF SELECT COURSES FOR CREDIT.**

1. City Vision will develop a degree path to review prior learning from Summit for credit to City Vision. This will require transfer students from Summit to take a 3 credit course in Prior Learning Assessment Portfolio Development. Students may then submit up to 30 credits for review in City Vision’s portfolio evaluation process.

1. City Vision will provide students from [Institution] a 25% tuition discount using the code “CHURCHPARTNER” (or similar code) during the checkout process.
2. Summit will promote this partnership through its website and other means to its students.

**2.**  **Intellectual Property and Usage.**

1. License of Marks.[Institution] and City Vision will license to the other party on a royalty-free, non-exclusive basis the right to use its applicable Marks (as defined below) solely for the purpose of fulfilling such party's obligations with respect to this Agreement, provided that such license shall automatically terminate upon termination of this Agreement without the requirement of further notices or any other action by any Party.  For the purposes hereof, “Marks” shall mean a Party's trademarks, trade names, service marks and/or logos provided to the other Party for the business purposes outlined herein, or such additional or replacement Marks as either Party may permit in writing the other Party to use solely in connection with the performance of this Agreement.
2. Usage.

The parties may display trademarks, trade names, service marks and/or logos provided by the other Party solely to promote this transfer acceptance agreement.

**3.        Student Privacy.**

           City Vision agrees to comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g; 34 CFR Part 99, (FERPA) for the handling of student information. No party shall disclose or use any student information except to the extent necessary to carry out their obligations under this Agreement and as permitted by FERPA. Summit will protect student privacy in a professional manner with due care and skill in accordance with its privacy policy, and all applicable laws, academic and industry standards.

**4. Term and Termination.**

 (a) This Agreement will have a five (5) year term commencing upon execution hereof.

 (b) Notwithstanding any other provision contained herein, either Party may terminate the Agreement for convenience (i.e. for any reason or no reason) during the term upon at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this paragraph, neither Party shall have any liability or obligation to the other Party except for (i) any liabilities arising out of a material breach of this Agreement committed or existing prior to the effective date of termination, and (ii) any obligations which, by the terms of this Agreement, are triggered by termination of this Agreement or expressly survive termination hereof.

                (c) Either Party may terminate the Agreement upon a material breach by the other Party, if such breach remains uncured for ninety (90) days following receipt of written notice to cure by the breaching Party.

**5. Assignment**.  Neither Party shall assign any of the rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**6. No Third-Party Beneficiary Rights**.  No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a Party hereto.

**7. Severability**.  If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and be construed to effectuate the parties’ intentions in executing it.

**8. Governing Law.** This Agreement and any disputes arising hereunder shall be governed by the substantive law of Missouri without regard to any conflicts of law principles.

**9. Entire Agreement**.  This Agreement, including attached schedules and exhibits if any, which by reference are fully incorporated as if set forth in entirety herein, constitute the entire agreement between the parties related to the subject matter.  This Agreement may be executed through signatures to any number of counterparts, but any or all of such counterparts and documents shall constitute but one agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized representatives, as of the day and year first above written.

            **FOR CITY VISION**

BY:     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                DATE: \_\_\_\_\_\_\_\_\_\_\_\_

Andrew Sears

President

**FOR [INSTITUTION]**

BY:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                DATE: \_\_\_\_\_\_\_\_\_\_\_\_

            [Name]

 [Title]