

EDUCATIONAL COOPERATION AGREEMENT
Between and Among
COLORADO COMMUNITY COLLEGE SYSTEM,
DREXEL UNIVERSITY
AND DREXEL E-LEARNING, INC.

RN to BSN Program

This Educational Cooperation Agreement (“Agreement”) is entered into this 1st day of March 2003, between Colorado Community College System, Drexel University (“Drexel”), a Pennsylvania non-profit corporation and Drexel e-Learning, Inc. (“DeL”) a Pennsylvania corporation.

WHEREAS, Colorado Community College System desires to encourage its students to attend Drexel and Drexel desires to admit those Colorado Community College System students who meet Drexel’s admission criteria into Drexel’s College of Nursing and Health Professions Bachelor of Science in Nursing Program (“Program”);

WHEREAS, the parties agree that the Program can be taught in an online format and DeL desires to deliver this format;

NOW THEREFORE, in consideration of the promise and covenants contained in this Agreement and intending to be legally bound, the parties agree to the following terms and conditions:

1 Admission Criteria. Drexel shall admit into its Program with junior standing those students attending Colorado Community College System who meet the following requirements:

- a. complete the courses specified in the Transfer Curriculum Articulation, which is marked as Exhibit “A” and incorporated herein by reference;
- b. earn an Associates Degree in Nursing from Colorado Community College System with a minimum cumulative GPA of 2.5.
- c. meet all applicable Drexel requirements and deadlines pertaining to application for admission, payments, and placement testing.

2. Transfer Curriculum Articulation.
 - a. Drexel shall accept and grant credit for those Colorado Community College System courses that are listed on the Transfer Curriculum Articulation if the student completed the course with a grade of “C” or higher.
 - b. Drexel, in its sole discretion, may agree to accept courses not listed on the Transfer Curriculum Articulation.

3. Curriculum Review. As necessary, faculty from Drexel and Colorado Community College System shall communicate on issues of curriculum and student development.

4. Colorado Community College System’s Academic Rights and Obligations. Colorado Community College System shall have the following rights and obligations:
 - a. Colorado Community College System shall award appropriate academic degrees to students who shall have completed course requirements for such degrees. The decision to award the Associate Degree in Nursing to students shall solely be in the discretion of Colorado Community College System.
 - b. Colorado Community College System shall take all other appropriate measures to ensure that the quality of the education offered to students who take the courses listed on Exhibit A is maintained at a high level.
 - c. Colorado Community College System shall promote the Program through a variety of marketing efforts including, but not limited to, by creating a link to the DeL website from the appropriate pages of the Colorado Community College System Web site (i.e. the distance learning and applicable program-specific portions of the Colorado Community College System website as allowable by CCCS protocols) and by providing information as possible to assist DeL with development of appropriate promotional materials.
 - d. Have materials regarding the Program prepared by DeL available to its students.

- e. Colorado Community College System shall encourage its students as it deems appropriate to interact with representatives of Drexel to discuss issues related to the Program.
5. Drexel's Academic Rights and Obligations. Drexel shall have the following rights and obligations:
- a. Drexel shall provide online or distance learning courses ("Courses") that Drexel determines are necessary for students to study in order to earn a Bachelor of Science in Nursing ("Degree"); In the event that fewer than fifteen students enroll in a Course, Drexel shall not be responsible for providing that Course.
 - b. Drexel shall work cooperatively with Colorado Community College System to identify other programs and courses that provide the essential foundation for students interested in the Degree and that Drexel would accept as credit towards earning the Degree;
 - c. Drexel shall provide student services that Drexel provides to its other students, such as admissions, advisement, registration, financial aid services, and access to library resources.
 - d. Drexel shall have the sole right to determine whether the students meet the requirements to earn the Degree; and
 - e. Drexel shall take all other appropriate measures to ensure that the quality of the education offered to students who take such Courses is maintained at a high level.
6. DeL's Responsibilities. DeL shall have the following rights and obligations:
- a. DeL shall provide all non-academic services necessary for students to study the Courses and become eligible for the Degree.
 - b. DeL shall promote the Program through a variety of marketing efforts including a link to the Colorado Community College System website from the DeL website and development of appropriate promotional materials
 - c. DeL shall provide a bookstore for the students and a technology help desk.

7. Student Policies and Procedures. Students, while attending either Drexel or Colorado Community College System, shall be subject to the respective parties' student rules, policies, and procedures.

8. Use of Licensed Marks.

a. Each party is granted a license to use the licensed marks of the other party as shown in Exhibit B ("Licensed Marks"). Each party agrees not to use the name of other parties in its business or affairs other than in the performance of its rights and obligations under this Agreement.

b. Each party agrees that it will make no use of the Licensed Marks except as authorized by this Agreement, that it will make no use of any name or mark that is confusingly similar to any of the Licensed Marks, that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

c. Each party also agrees not to use any other trademark, service mark, trade name, logo, symbol or device in combination with any Licensed Marks without the prior written consent of the party owning the Licensed Marks.

d. Each party acknowledges that the breach of this provision will result in immediate and irremediable damage to the party owning the Licensed Mark, and that money damages alone would be inadequate to compensate the party. Therefore, in the event of a breach or threatened breach of this provision, the owner of Licensed Mark may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

9. Intellectual Property. Colorado Community College System and Drexel shall retain all rights, copyrights, title and interest to all intellectual property that is embodied or expressed in all curriculum design and curriculum materials for the courses that Colorado Community College System or Drexel provides, including, teaching and examination materials, program evaluation and assessment materials, and all other materials produced for each parties' respective courses.

10. Tuition. Each party acknowledges that it shall have separate arrangements with the students for the payment of tuition. None of the parties shall have any rights or obligations regarding the amount of tuition charged by the other party.

11. Termination of Agreement.

- a. If a party has failed to perform an obligation it has undertaken in this Agreement or has breached any representation or warranty made herein, the aggrieved party shall have the right to notify the offending party in writing of such failure. If such failure continues for thirty (30) days from receipt of such notice, the aggrieved party, without affecting any other right or remedy it may be permitted by law, may terminate this Agreement as of the thirtieth (30th) day of such period by written notice to the offending party.
- b. This agreement shall continue for five years from the date of execution of this Agreement unless terminated by one of the parties in writing in manner provided for in this paragraph. Any party may terminate this Agreement without cause by giving the other parties 90 days written notice of its intention to terminate. Upon termination, each party's obligations shall cease, except the obligations in paragraph 12 shall survive termination of this Agreement. Notwithstanding the foregoing, if one of the parties shall terminate this Agreement, it is understood that the termination will not apply to students already accepted to Drexel under the terms of this agreement, but not yet enrolled in classes at Drexel.

12. Indemnification.

Colorado state government agencies are not allowed to indemnify.

13. Notices. When either party is required to give notice to the other party, such notice shall be made by registered mail, postage prepaid and return receipt requested. The notices shall be sent to:

To DREXEL: Gloria Donnelly, PhD
Dean, College of Nursing and Health Professions
Drexel University
1505 Race Street
Philadelphia, PA 19102

To COLORADO COMMUNITY COLLEGE SYSTEM:

Linda Forkner
Director of Curriculum
Colorado Community College System
9101 E. Lowry Blvd.
Denver, CO 80230

To DREXEL E-LEARNING

Thomas Samph, PhD
Drexel e-Learning, Inc.
3330 Market Street
Philadelphia, PA 19014

14. Assignment. The parties may not assign this Agreement without the prior written consent of the other parties.

15. No Agency. This Agreement does not create the relationship of principal and agent or any similar relationship between the parties hereto and none of the parties shall hold itself out to third persons as possessing, any power, or authority to bind the other in any way whatsoever.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings with respect thereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements with respect to the subject matter covered herein, made orally or otherwise, have been made

by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement will be effective unless it is in writing signed by the party to be charged.

17. Non-Discrimination. None of the parties shall discriminate against any employee, student, or applicant because of race, color, sex, age, religion, national or ethnic origin, handicap, or because he or she is a disabled veteran or a veteran of the Vietnam Era.

18. Legal and Other Requirements: Force Maejure. This Agreement is contingent upon Drexel and Colorado Community College System complying with all legal, governmental, and accrediting agency requirements that may apply to the parties and the Program and activities that are the subject of this Agreement. Drexel and Colorado Community College System are each responsible for complying with all legal, governmental, and accrediting agency requirements that apply to their respective activities and obligations under this Agreement. None of the parties shall be liable for failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including without limitation, failure of any legal, governmental, or accrediting agency approval required for full performance, labor disturbances or labor disputes of any kind, accidents, civil disorders or commotions or acts of aggression.

IN WITNESS WHEREOF, duly authorized officers of the parties, intending to be legally bound, do hereby affix their names as of the day and year first above written.

DREXEL UNIVERSITY

**COLORADO COMMUNITY COLLEGE
SYSTEM**

Gloria Donnelly, Ph.D.
Dean, College of Nursing and Health
Professions

Mary Beth Susman, Ph.D.
Vice President For Education Services and
Executive Director of CCC Online

DREXEL E-LEARNING, INC.

Thomas Samph, Ph.D., President

EXHIBIT B

