

ACADEMIC PARTNERSHIP AGREEMENT
between
EXCELSIOR COLLEGE
and
SUNY ORANGE

THIS AGREEMENT is made as of the 24th day of November, 2020 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 SUNY Orange, an education corporation organized and operating under the laws of the State of New York having its principal office located at 115 South Street, Middletown, NY 10940 (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 <https://www.excelsior.edu/partners/academic/>. Tuition and fees are subject to change at the sole discretion of Excelsior. 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's Tuition Deferral Plan is available for partnership students whose employers offer to repay some or all of their tuition. To be eligible to participate in this offer, the student's account must be in good standing with Excelsior. For more information, <https://www.excelsior.edu/partners/tuition-deferral>.
3. 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.
4. 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.
5. Excelsior will provide Partner with regularly updated transfer guides that demonstrate the transferability of coursework from Partner to Excelsior.
6. Students, graduates, and employees of Partner are eligible to receive personalized transfer evaluations demonstrating previously earned credits at Partner and other institutions to be transferred to Excelsior.
7. Subject to Partner's policies and discretion, Excelsior will provide marketing materials to Partner in order to support internal promotion of partnership benefits.

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.

General Terms

1. Upon transferring to Excelsior, each student will meet the academic requirements of his or her chosen degree by:

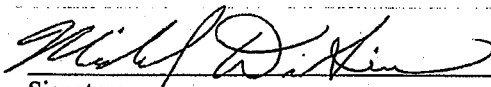
- (a) Completing a Partner associate degree and transferring all completed coursework from Partner. Credits from Partner institution must be reflected in an official transcript and submitted in a sealed envelope. A grade of C or better must be attained in all transferred coursework; and/or
 - (b) completing coursework with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior student policies regarding transfer credit are located at <https://www.excelsior.edu/time-limit-on-transfer-credits>; and
 - (c) completing Excelsior College's Cornerstone, Capstone, and Information Literacy 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. Excelsior and Partner will work in collaboration to update student transfer guides on a regular basis.
3. Federal financial aid consortium agreements enable enrolled Excelsior degree-seeking students to participate in financial aid programs while concurrently attending Excelsior (Parent Institution) and another accredited higher education institution (Non-Parent Institution). Students must be enrolled in a minimum of 3 credit hours both at Excelsior and the Non-Parent Institution per term (total of 6 credit hours per term). This Agreement does not guarantee an increase in the amount of financial aid a student is eligible to receive. Excelsior and/or Non-Parent Institution reserve the right to decline a student's request for a consortium agreement if, in the opinion of either institutions' Financial Aid Office (FAO), the consortium agreement would be administratively prohibitive (<https://www.excelsior.edu/costs-and-financing/financial-aid/federal>).
4. 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.
5. This Agreement may be terminated early by either party upon not less than sixty (60) days written notice to the other party.
6. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.
7. 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.
8. 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.

9. 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.
10. 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.
11. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party, and either party shall be free to reinstate such term and condition without notice.
12. 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

PARTNER

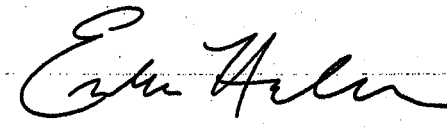


Signature

Name: Michael DiSiena

Title: Acting General Counsel

Date: 11/24/20



Signature

Name: Dr. Erika Hackman

Title: Vice President of Academic Affairs

Date: 3/23/21

Sept 2020