

**Partner Contact:** Ann Sergent  
 Dean of Liberal Art & Business  
 2830 Naploean Road  
 Fremont, Ohio 43420  
 419-559-2308

## **Terra State Community College**

**Chamberlain Contact:** Denise McKenna  
 Workforce Solutions  
 500 West Monroe Street, Suite 28  
 Chicago, IL 60661  
 216-544-3912

### **Educational Partnership Agreement**

This Educational Partnership Agreement ("Agreement") is entered into by and between Chamberlain University ("Chamberlain"), with its national headquarters at 500 West Monroe Street, Suite 28, Chicago, Illinois 60661, and Terra State Community College, with its principal place of business at 2830 Naploean Road Fremont, Ohio 43420 ("Partner"). This Agreement shall become effective as of the date of the later signature in the signature block below ("Effective Date").

#### **1. Purpose of Agreement**

Chamberlain is an institution of higher education with campus locations across the United States and online programs. It offers programs through its College of Nursing and College of Health Professions. Partner is a community college. This Agreement establishes an educational partnership between Chamberlain and Partner pursuant to which employees, faculty, student s& graduates of Partner ("Partner Students") may enroll in certain of the courses and programs offered by Chamberlain ("Chamberlain Programs") at reduced fee and tuition rates, consistent with the terms and conditions of this Agreement. In addition, pursuant to this Agreement, Chamberlain may offer customized group start options that are designed to encourage Partner Students to advance their education.

#### **2. Partner's Responsibilities**

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Partner will promote and make available to Partner's Students the opportunity to take advantage of the Chamberlain Programs upon the terms and conditions of this Agreement, such promotion may include:

- 2.1** Establishing on one or more of Partner's website(s) a link to a designated Chamberlain website for purposes of allowing Partner's Students access to information concerning the Chamberlain Programs and the terms and conditions pursuant to which Partner's Students may enroll in the Chamberlain Programs.
- 2.2** Hosting onsite or virtual information events exclusive to Chamberlain.
- 2.3** Identifying a contact at Partner for providing Chamberlain with Partner's logo and specific brand style guide, should Partner want Chamberlain to use its logo in the promotional and/or marketing materials.

#### **3. Chamberlain's Responsibilities**

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Chamberlain will provide to all Partner Students the fee and tuition reductions for the Chamberlain Programs as listed on Exhibit A hereto, which may be updated from time to time without prior written consent of the parties or amending the Agreement.

#### **4. Program Integrity**

Partner acknowledges and agrees that Chamberlain is solely responsible for and maintains all discretion with respect to the nature of the Chamberlain Programs, including the offering, substitution, or cancellation of any program. Partner further acknowledges: (a) that Chamberlain will consider admission of Partner Students to Chamberlain Programs on the same terms and conditions as any other applicant to the Chamberlain Programs, as may be amended from time to time; (b) that all Partner Students who are admitted to and enrolled in a Chamberlain Program must comply with all academic and administrative requirements of Chamberlain, including admission requirements, academic policies, and program requirements; (c) that Chamberlain may change academic and administrative requirements at any time in its sole discretion; (d) that Chamberlain retains sole discretion on the award of proficiency credits and the transfer of courses and (e) that Chamberlain is solely responsible for maintaining any website, social media, or other platform owned or operated by Chamberlain.

This Agreement is made explicitly subject to the terms of Chamberlain's admission requirements, academic policies, and program requirements, including but not limited to the Chamberlain academic catalog and student handbook (all of the foregoing collectively referred to herein as the "Chamberlain Policies"). See Exhibit A for hyperlinks to Chamberlain's current admission requirements and student handbooks.

## 5. Licenses and Intellectual Property

- 5.1 Each party hereby grants the other party (a) a limited and non-exclusive, royalty free license to use the granting party's names, logos, service marks or trademarks (collectively, the "Marks" ), and (b) a license to use the granting party's name as a reference in the other party's marketing and other promotional materials, in each case solely for purposes of performing the other party's obligations and exercising the other party's rights under this Agreement; provided, however, that the other party may not use any Mark(s) or otherwise reference the granting party in any marketing, promotional or other materials, including on websites or in any social media owned or operated by the other party, until such uses and materials in whatever form have been previously submitted to and approved in writing by the granting party, which approval may be withheld by the granting party for any reason in its sole discretion.
- 5.2 Except for what is set forth in this Section 5.1, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each party will own and retain all right, title, and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such party to the other party.
- 5.3 Upon the granting party's request, the other party will promptly remove, alter, or modify any and all use of the granting party's Marks or other references to the granting party in any marketing, promotional or other materials, including on websites or social media platforms.
- 5.4 Upon termination of this Agreement for any reason, each party will discontinue any and all use of the other party's Marks or other references to the other party in any marketing, promotional or other materials, including on websites and in social media, within a reasonable amount of time following the termination of this Agreement, not to exceed thirty (30) days. This section shall survive termination of this Agreement for any reason.

## 6. Education Records

Partner acknowledges that if, in connection with the performance of the Partner Services, it is provided access to the Education Records (as defined below) of current, or future students who participate or have participated in Chamberlain Programs, it will maintain such Education Records in material compliance with the requirements of the Family Educational Rights and Privacy Act, as amended, the Gramm-Leach Bliley Act, as amended, and any other applicable laws or regulations applicable to the privacy or confidentiality of such Education Records. As used herein, "Education Records" means all such records described by 34 C.F.R. § 99.3 maintained by, for or on behalf of Chamberlain.

## 7. Term and Termination

- 7.1 This Agreement will commence on the Effective Date and continue for an initial term of three (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for two (2) additional periods of one (1) year each (each a "Renewal Term") unless either party provides written notice of termination pursuant to this section. The Initial Term together with any Renewal Term(s) will be referred to herein as the "Term."
- 7.2 Either party may terminate this Agreement without cause at any time upon at least sixty (60) days prior written notice to the other party. In the event either party materially breaches one or more terms of this Agreement, subject to a five-day cure period, the other party may terminate this Agreement immediately.
- 7.3 In the case that this Agreement is terminated for any reason by either party or expires upon its own terms, no additional Partner Students will be eligible to enroll in the Chamberlain Programs at the reduced fee and tuition rates set forth in this Agreement. However, any Partner Student currently enrolled in Chamberlain Programs identified in Exhibit A at the time of termination or expiration may continue to receive the Partner Tuition Reduction designated by Chamberlain until the Partner Student completes, withdraws or is dismissed/withdrawn from the Program.

## 8. Representations and Warranties

Each party represents and warrants that (a) it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (c) it will materially comply with all applicable federal, state, and local laws and regulations applicable to the performance of its obligations hereunder; (d) it will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (e) the execution of this Agreement by such party does not violate any agreements, rights, or obligations existing between such party and any third party. Partner further acknowledges that it has reviewed and understood the program disclosures concerning accreditation status and other matters in Exhibit B, which shall be expunged from the Agreement upon accreditation. **NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.**

## 9. Limitation of Liability

EXCEPT FOR AMOUNTS OWED BY A PARTY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## 10. Indemnification

Each party will indemnify and hold harmless the other party from any damages or expenses that result from a third party claim, suit, action or other proceeding to the extent they are caused solely by the indemnifying party's breach of Section 5 (Licenses and Intellectual Property) or Section 7 (Term and Termination) of this Agreement. The indemnifying party will have no duty to defend, and allegations will not trigger a party's duty to indemnify, including with regard to defense costs. A party shall have no obligation to indemnify the other party for any damages or expenses the other party incurs arising out of the other party's negligence, acts or omissions. In the event that a party enters a settlement with a third-party, the other party will have no obligation to indemnify for the settlement or other expenses.

## 11. Miscellaneous

- 11.1 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitute the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter. The terms and conditions of this Agreement will take precedence and will govern in the event of any inconsistent or conflicting terms in a purchase order, acknowledgement, confirmation or other document or instrument issued by either party (even if signed).
- 11.2 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein.
- 11.3 Independent Contractors. The parties acknowledge and agree that they are dealing with each other as independent contractors and this Agreement does not create an agency, partnership, joint venture, or employment relationship. Neither party will act or have the power to act for or bind the other in any respect whatsoever or to make or expand any representations, warranties or guaranties of the other party.
- 11.4 Applicable Law. This Agreement, the legal relations between the parties and the adjudication and enforcement thereof will be interpreted and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
- 11.5 Submission to Jurisdiction; Remedies Cumulative. The parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Illinois or of the United States District Court for the Northern District of Illinois for any actions, suits, or proceedings relating to the matters set forth in this Agreement, and waive any objection based on venue or jurisdiction. All remedies available to either party (at law, in equity, under this Agreement, or otherwise) will be cumulative and non-exclusive, unless otherwise specifically stated in this Agreement.
- 11.6 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION AS BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 11.7 Amendment; Waivers. Except as provided in Section 3, no term or condition of this Agreement may be amended, modified or waived without the prior written consent of the party against whom such amendment, modification or waiver will be enforced. Any waiver granted hereunder will be deemed a specific waiver relating only to the specific waiver relating only to the specific event giving rise to such waiver and not as a general waiver of any term or condition hereof.
- 11.8 Benefits Only to Parties. Nothing expressed by or mentioned in this Agreement is intended or will be construed to give any person, other than the parties and their successors or permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof

being intended to be and being for the sole and exclusive benefit of the parties and their respective successors and permitted assigns, and for the benefit of no other person.

- 11.9 Statements.** Except as may be permitted per Section 5.1 above, Partner will not make any statements or representation regarding Chamberlain or its programs, policies, or services, nor develop for distribution any marketing materials on Chamberlain's behalf, except as otherwise permitted under the terms and conditions of this Agreement.
- 11.10 Survival.** The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein or therein which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. Without limitation of the foregoing, Sections 5, 6, 7, 8, 9 and 10 will survive termination or expiration of this Agreement.
- 11.11 Non-Exclusivity; Assignment.** Nothing in this Agreement will be construed as preventing either party from entering into an agreement with other third parties for similar purpose(s) or services as set forth herein. Neither party may assign this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.
- 11.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

AGREED BY:

### Chamberlain University

By:    
DocuSigned by:  
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Printed Name: Hajo Oltmanns

Title: Chief Growth Officer

Date: 9/10/2021

### Terra State Community College

By: Ann Sergent

Printed Name: Ann Sergent

Title: Dean of Liberal Arts & Business

Date: September 10, 2021

## **Exhibit A: Fee and Tuition Schedule**

### **1. Fee and Tuition.**

- a. Beginning the first academic session start following the Effective Date of this Agreement, Partner Students who enroll in and are admitted to one of the Chamberlain Programs identified below will receive:
  - i. a waiver of the application fee normally required by Chamberlain; and
  - ii. a reduction in the normal tuition charges for the program in the amount of the percentage shown in the table below ("Partner Tuition Reduction"). This reduction is subject to change at Chamberlain's sole discretion.
- b. Any Partner Student who was admitted and enrolled in any Chamberlain Program prior to the Effective Date may opt to receive the Partner Tuition Reduction at the start of such Partner Student's next full academic session beginning after the Effective Date; provided, however, that any such Partner Student will not receive the Partner Tuition Reduction or any related credits, repayments, refunds or pro rations for any money previously paid or due for any academic session that ended prior to, or was in progress at the time of, the Effective Date.
- c. The Partner Tuition Reduction applies only to tuition, and not to any other charges, fees, or assessments, including costs of supplies, books, and materials.
- d. Chamberlain may change its tuition rates at any time in its sole discretion and the Partner Tuition Reduction will be calculated on the relevant tuition rate in effect at that time. For current tuition and fees, please refer to <http://www.chamberlain.edu/tuition>. The offering, substitution, or cancellation of any program will be at Chamberlain's sole discretion.
- e. Note that certain tuition reduction opportunities cannot be combined with other tuition reduction options. To determine if they are eligible for additional tuition reduction opportunities, Partner Students should contact Chamberlain Student Services Advising.

Chamberlain Program	Partner Tuition Reduction
<b>College of Nursing</b>	
RN to BSN Option	10%
Master of Science in Nursing (MSN)	10%
Doctor of Nursing Practice (DNP)	10%
<b>College of Health Professions</b>	
Master of Public Health (MPH)	10%
Master of Social Work (MSW)	10%

2. **Hyperlinks.** Please refer to <https://www.chamberlain.edu/media/3371/catalog.pdf> for current admission requirements for all programs and <https://www.chamberlain.edu/resources/academics/student-handbooks> for current student handbooks.

## **Exhibit B: Program Disclosures**

### **Program Disclosures for Master of Public Health (MPH)**

Accreditation of the MPH Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission ([www.hlcommission.org](http://www.hlcommission.org)), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University is an applicant for accreditation by the Council on Education for Public Health. The accreditation review will address the generalist Master of Public Health (MPH) degree program. Other degrees and areas of study offered by this institution will not be included in the unit of accreditation review. Council on Education for Public Health is located at 1010 Wayne Avenue, Suite 220, Silver Spring, MD 20910, [www.ceph.org](http://www.ceph.org).
- Chamberlain's application for CEPH accreditation of the MPH program was accepted on October 7, 2017. While Future Accreditation is not guaranteed, if accreditation is granted, the date of initial accreditation will be the date on which the most recent extension of the applicant status was granted (currently October 7, 2019). The council assigns the date of initial accreditation during the council meeting at which the accreditation decision is made. Entry into the process and acceptance of an application are not a guarantee of initial accreditation.

### **Program Disclosures for Master of Social Work (MSW)**

Accreditation of the MSW Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission ([www.hlcommission.org](http://www.hlcommission.org)), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University's Master of Social Work Program (MSW) has achieved Candidacy for Accreditation by the Council on Social Work Education's Commission on Accreditation (CSWE).
- Candidacy for a master's social work program by the Council on Social Work Education's Commission on Accreditation indicates that it has made progress toward meeting criteria for the assessment of program quality evaluated through a peer review process. A program that has attained Candidacy has demonstrated a commitment to meeting the compliance standards set by the Educational Policy and Accreditation Standards, but has not yet demonstrated full compliance.
- Students who enter programs that attain Candidacy in or before the academic year in which they begin their program of study will be retroactively recognized as having graduated from a CSWE-accredited program once the program attains Initial Accreditation. Candidacy is typically a three-year process and attaining Candidacy does not guarantee that a program will eventually attain Initial Accreditation. Candidacy applies to all program sites and program delivery methods of an accredited program. Accreditation provides reasonable assurance about the quality of the program and the competence of students graduating from the program.

Any updates to the accreditation status of the above programs will be posted on Chamberlain's website at <https://www.chamberlain.edu/about/accreditation>.

These disclosures will be automatically expunged from the Agreement upon the program receiving accreditation.