

**Transfer Agreement
between**



**and
St. Clair County Community College
Michigan**

This Transfer Agreement ("Agreement") between the **University of Phoenix**, located at: **4035 South Riverpoint Parkway, Phoenix, Arizona 85040** and **St. Clair County Community College** located at: **323 Erie Street, PO Box 5015, Port Huron, MI 48061** is entered into as of the date of execution by both parties as set forth below. The intention of this Agreement is to increase the credit transfer options available to associate degree students who wish to continue their education in a bachelor's degree program at University of Phoenix.

Features, Benefits, and Transfer Policy

University of Phoenix will evaluate St. Clair County Community College lower-division and general-education courses for transferability into a University of Phoenix degree program. Although credits will be accepted in transfer, additional general education credits may be needed to fulfill the degree program requirements. A minimum grade of C- or better is required for the University of Phoenix Undergraduate programs and a minimum grade of "C" (2.0) is required in order to be accepted to waive a University of Phoenix undergraduate-required course. Students transferring college-level course credits will be subject to all University of Phoenix admissions requirements. A transfer student will be subject to the terms of this Agreement and shall be governed by the graduation requirements set forth in the University of Phoenix catalog in effect at the time of the student's initial enrollment at University of Phoenix. However, the student must maintain continuous enrollment as defined in the University of Phoenix catalog. Students, from St. Clair County Community College who are within 12 months of the completion of their associate's degree, may pre-apply to a University of Phoenix Baccalaureate program and upon acceptance will be granted access to the University of Phoenix Library Online Collection. Continued access to these services, following the 12-month period, will require students to be enrolled in University of Phoenix.

Services Provided to St. Clair County Community College by University of Phoenix

University of Phoenix shall publish a Course Transfer Guide (CTG) in PDF file and in a CD format which will include course-by-course transfer categories for lower division general education and elective-categories courses. University of Phoenix shall provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at University of Phoenix. The PTG can be made available to students, faculty and advisors as St. Clair County Community College deems fit. University of Phoenix will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so at University of Phoenix's sole discretion.

Identification of transfer student interests and program needs will be an ongoing process conducted in a good faith by appropriate personnel of both parties. These activities will include, but not be limited to, the announcements of academic and scholarship opportunities, campus visitations, and participation in activities meant to generate interest and involvement in student transfers.

Accreditation

St. Clair County Community College represents and warrants that it is an associate-degree-granting institution currently accredited or in candidacy status by an approved regional or national accrediting body recognized by the U.S. Department of Education. St. Clair County Community College agrees that it is its responsibility to notify University of Phoenix immediately of any adverse changes in its accreditation status. University of Phoenix may terminate this agreement immediately if St. Clair County Community College fails to notify University of Phoenix of a change in accreditation status.

If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement upon written notice to the other.

Intellectual Property

Both parties agree that they shall not use the name, image or likeness of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Guidelines for the proper use of trademarks, service marks and domain names of University of Phoenix can be located at www.apollogrp.edu/trademarks.

Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

Terms and Termination of Agreement

This Agreement will be effective upon signature completion and remain in effect unless terminated by either party with or without cause, upon ninety (90) days written notice to the

other. In the event the agreement is terminated all materials created for St. Clair County Community College shall remain published on the external website for the benefit of future transfer students unless otherwise requested in writing by the St. Clair County Community College.

Notice

Each party providing notice pursuant to this Agreement shall give the notice to the person(s) listed below in writing and shall be delivered by personal delivery, Certified Mail (return receipt requested), nationally recognized overnight courier (with all fees prepaid), or facsimile.

(a) If to UNIVERSITY OF PHOENIX
University of Phoenix, Inc.
Attn: College Articulation Department
4035 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L204

(b) If to St. Clair County Community College
St. Clair County Community College
Attn: Dr. Kevin A. Pollock, President
323 Erie Street, PO Box 5015
Port Huron, MI 48061


With a copy to the Apollo Legal Department
at Mail Stop CF-K612

Miscellaneous Provisions

This Agreement may be executed by facsimile. Said facsimile shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.

This Agreement may not be amended or modified except by a written instrument executed by both parties. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof. Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void. Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity. This Agreement is for the benefit of University of Phoenix and St. Clair County Community College only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX, INC.



Dr. William Pepicello
President, University of Phoenix, Inc.

1-7-11

Date

11/12/2010

St. Clair County Community College



Dr. Kevin A. Pollock
President, St. Clair County Community College

12/20/2010

Date