

ACADEMIC AGREEMENT

Purpose: This agreement between Embry-Riddle Aeronautical University (ERAU) and Wichita Area Technical College (WATC) facilitates the recognition, applicability, and seamless transition of WATC's relevant coursework, certification and licenses earned by its graduates toward Embry-Riddle Aeronautical University degree programs offered through its Worldwide Campus.

Contact Information:

For ERAU:

Terri Shippen
Director, McConnell AFB Campus
Embry-Riddle Aeronautical University-Worldwide
22 FSS/FSDE
53474 Lawrence Ct., Bldg 412
McConnell AFB, KS 67221-4000
316-687-3006

For WATC:

Sheree Utash
President
Wichita Area Technical College
4004 N. Webb Rd
Wichita, KS 67226
316-677-9400

Effective Date and Termination: This agreement becomes effective upon the signing of both parties and shall continue in effect until the date both parties agree in writing to modify the agreement, or ninety (90) days after written notice from one of the parties to terminate the agreement is received by the other. However, this agreement may be modified unilaterally by ERAU if necessary to bring terms of the agreement into compliance with changing policies of Embry-Riddle Aeronautical University. Should either party decide to terminate the agreement, ERAU will honor the transfer terms of this agreement for those applicants from WATC that applied to ERAU prior to the notification of termination. Additionally, if either party loses its accreditation, this agreement shall be terminated immediately.

Accreditation Not Transferable: Embry-Riddle Aeronautical University is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award Associate, Bachelor, Master, and Doctoral degrees. The accreditation of Embry-Riddle Aeronautical University does not extend to, or include, any partner institutions or their students. Further, although Embry-Riddle Aeronautical University agrees to accept certain course work from WATC to be applied toward an award from Embry-Riddle Aeronautical University or collaborates in other ways for generation of course credits or program credentials, that coursework may not be accepted by other colleges and universities in transfer, even if it appears on a transcript from Embry-Riddle Aeronautical University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Transferability of Credit: ERAU shall consider and review all credit completed with a grade of "C" or higher based on the guidelines as set forth in the United States Council for Higher Education Accreditation. Participating students shall be required to complete an ERAU program of study that is comprised of, at minimum, one hundred and twenty (120) credit hours. The transfer student's records (transcripts, etc.) will be evaluated according to the rules and regulations as described in the catalog and in accordance with University policies in effect at the time of the student's admission to a degree program. After evaluation, the student will be notified that an official evaluation has been completed, which details all applicable transfer credit that has been accepted by the University.

Admission: Applicants must meet the admission requirements of WATC in WATC's sole judgment. Within six months of completing the WATC degree program, applicants shall submit required application materials to the Worldwide Admissions Office at ERAU. Applicants must meet the admission standards of ERAU in ERAU's sole judgment. WATC students must attain a minimum Cumulative Grade Point Average (2.0 on a 4.0 scale) in all work attempted at WATC (and any other institutions of higher education) to be admitted to a baccalaureate program with ERAU.

Program Management and Reporting: To assure the admission and academic success of participating students, each institution will agree to develop and maintain a program management and reporting system, in collaboration with participating faculty, advisors, and students, to continuously improve the academic agreement.

- WATC will:
 - Provide the opportunity for ERAU to participate in any and all College Fairs or special events held at, or sponsored by, WATC.
 - Provide ERAU admission and transfer information to all prospective agreement students.

- ERAU will:
 - Give full consideration for any applicable scholarships or financial assistance resources by ERAU to students participating in this agreement.
 - Advise eligible prospective students of their benefits under the VA, maintain VA benefit records, and ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to ERAU.

Indemnification: The parties hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the indemnifying party's performance under this contract, or its acts or omissions, or those of any person or entity acting on the indemnifying party's behalf or at its request. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

Logo, Names, and Marks: The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them and that neither shall advertise, state, or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other. Requests for permission to use the Embry-Riddle Aeronautical University name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage, shall be directed to Worldwide Marketing Department at wwmktg@erau.edu or 386-323-8673.

Disputes/Jurisdiction: The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Florida, and County of Volusia without regard to otherwise applicable choice of law provisions.

The parties agree to resolve any disputes between them in Volusia County, Florida by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration by a single arbitrator, and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be reduced to a judgment at law. Unless otherwise provided in this agreement or elsewhere, each side shall bear its own costs and expenses. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party's notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Volusia County, Florida courts to prevent an imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then ERAU may also seek injunctive relief in that jurisdiction.

Scanned or Imaged Signatures: The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

Headings: The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement


Counterparts: This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

Force Majeure: No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).


Entire Agreement: This Agreement constitutes the entire agreement of the parties, and no verbal agreements shall be given force or effect, unless reduced to writing and signed and dated by authorized signatories of each party.

**Embry-Riddle Aeronautical University
Worldwide**

Wichita Area Technical College

 1-21-16

Bradford L. Sims, Ph.D. Date
Chancellor, Worldwide Campus
Embry-Riddle Aeronautical University

 1-19-16

Sheree Utash Date
President
Wichita Area Technical College