

**Chamberlain College of Nursing
and
Pima Community College**

ARTICULATION AGREEMENT

This Articulation Agreement (the “Agreement”) dated as of September 16, 2010 (the “Effective Date”) is by and between Chamberlain College of Nursing, LLC, a Delaware limited liability company hereafter referred to as Chamberlain and Pima Community College, hereafter referred to as PCC and is intended to allow associate degree in nursing graduates to transfer approved credit hours into the Chamberlain Bachelor of Science in Nursing degree program of study. Chamberlain will award 80 semester transfer credits for approved nurses into its bachelor of science in nursing degree program.

1. Chamberlain Profile and Accreditation

Chamberlain is regionally accredited by The Higher Learning Commission of the North Central Association (“NCA”). The baccalaureate degree program is accredited by the National League for Nursing Accreditation Commission (“NLNAC”) and the Commission on Collegiate Nursing Education (“CCNE”). Chamberlain fosters student learning through high quality, undergraduate degree programs in nursing. Chamberlain delivers its BSN completion program in an online format to meet the needs of a diverse and geographically dispersed student population. Classes offered online are available to students 24 hours a day, 7 days a week. Semesters are comprised of two eight-week sessions. There are three semesters each academic year. All course credits are stated in terms of semester credit hours.

2. Pima Profile and Accreditation

Pima Community College is regionally accredited by The Higher Learning Commission of the North Central Association (“NCA”). The associate degree nursing program has approval from the Arizona State Board of Nursing, and is accredited by the National League of Nursing Accrediting Commission (“NLNAC”). PCC offers courses in a semester format.

3. Articulation Transfer

The Chamberlain academics department develops, approves, maintains, and publishes the Articulation Agreement guidelines in accordance with established Chamberlain academic policies and procedures. This Articulation Agreement provides a comprehensive determination of the coursework paths into Chamberlain programs in accordance with those policies, guidelines and procedures.

This articulation agreement is based on:

- a. Chamberlain admissions requirements, academic policies, program requirements, and course descriptions.
- b. PCC’s catalog/calendar’s course descriptions and other relevant information.
- c. PCC will, upon request, provide copies of its course descriptions and syllabi in order to allow Chamberlain’s academics department to determine equivalency.

PCC students wishing to transfer to the Chamberlain BSN program will be considered for admission at Chamberlain when the following materials have been submitted: (i) a completed application form; (ii) official college transcripts from all colleges and universities attended, including a transcript documenting an Associate

of Applied Science in Nursing Degree or a diploma in nursing from PCC; (iii) a copy of the registered nurse license. Upon receipt and verification of these items, the Institution's nursing graduates shall be granted admission to the Chamberlain BSN program.

The BSN program at Chamberlain is a 128 semester credit hour degree. Chamberlain requires that a minimum of 32 hours of the required course credit hours in the baccalaureate curriculum be completed at Chamberlain in order to graduate. Qualified PCC graduates applying to Chamberlain College of Nursing will receive 80 semester hours of transfer credit if they successfully complete the PCC's associate degree in nursing program with a minimum of 2.0 GPA. Additional courses beyond the associate's degree that are the same as or reasonably similar to requirements for the BSN degree at Chamberlain as determined by the Chamberlain academics department personnel may be accepted as fulfilling the content requirement for the Chamberlain BSN degree. However, credit will not be awarded toward the Chamberlain BSN for courses that are not equivalent to requirements for the BSN degree at Chamberlain. Students who do not have additional courses applicable to Chamberlain's BSN degree beyond the associate's degree from PCC or another transfer institution may need to take additional electives to meet the residency requirements and the total degree requirement of 128 semester credits at Chamberlain.

4. Term, Renewal and Changes

This Articulation Agreement has an initial term of one (1) year. Thereafter this Agreement will automatically renew on a year to year basis for up to four (4) additional one year terms unless either party gives the other a minimum of thirty (30) days prior written notice of non-renewal. Notwithstanding the foregoing, either party may terminate this Agreement for good cause at any time.

The Chamberlain President and the Pima Community College Provost, or their designees, must approve amendments to this Articulation Agreement and no such amendments or alterations will be effective unless in writing and signed by the authorized representative of each party. In the event either party makes a material program or academic change, it shall provide the other party with notice of such change and any information reasonably requested to evaluate the potential effect of such changes on the program and this Agreement.

During the term of this Agreement, each party will be allowed to notify all students or potential students of the availability of this program, provided such notices are accurate and not misleading in any material respect. In addition, PCC agrees to include Chamberlain in all publications that list colleges to which PCC's nursing students may transfer, listing degree options and any articulation agreements on the same basis as similar degree programs and agreements with other senior colleges and universities. PCC further agrees to include Chamberlain in any presentation of information to PCC's nursing students regarding Bachelor of Science in nursing degree options. Institution shall provide drafts of any publication referring to Chamberlain or the articulation program to Chamberlain prior to publication. PCC shall not publish any material referring to Chamberlain or the articulation agreement that is either factually inaccurate or misleading or to which Chamberlain has made a reasonable objection.

5. Reduced Tuition Pricing

PCC graduates who enroll in and attend the Chamberlain RN to BSN online nursing program will be charged tuition at 90% of the then-prevailing tuition rate applicable to the RN to BSN online program. The rated tuition charges are effective on the date of this Agreement as set forth above and will remain in effect during the term of this Agreement, except that the reduced tuition will not apply until the first term after the execution of this Agreement. Non-tuition expenses such as books, student activity fees, lab fees, and miscellaneous supplies that may be charged to students by Chamberlain are not subject to discount. This Agreement applies to all of PCC graduates who are Chamberlain BSN students, whether new or continuing. All fees, books, and other non-tuition charges will be the responsibility of the student.

6. Limited License, Promotion and Indemnification

Pima Community College agrees to provide information about this Agreement and to promote Chamberlain programs among its student population. Pima Community College will also provide opportunities for representatives of Chamberlain, or Chamberlain's approved agents, to visit Pima Community College locations and disseminate information about Chamberlain's programs and this Agreement. Pima Community College is hereby granted a limited, non-exclusive license to use the Chamberlain name, trade names, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Chamberlain's programs in accordance with this Agreement; and Chamberlain is hereby granted a limited, nonexclusive license to use the PCC's name, trade names, trademarks, and logos during the term of this Agreement for the sole purpose of marketing to PCC's student population about this Agreement and Chamberlain's programs in accordance with this Agreement; all such use of PCC's name, trade names, trademarks, and logos by Chamberlain will be provided to PCC for review before implementation.

Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, trade name, trademark, or logo of the other party. Neither party shall use the name, trade name, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, trade name, trademark, or logo of the other party. Each party shall indemnify and hold harmless the other party from any and all damages and liability arising in any way related to its respective breach of the restrictions set forth in herein; provided that the indemnified party gives the indemnifying party prompt written notice of any indemnified claim and tenders defense of such claim to the indemnifying party. The indemnified party shall not settle any indemnified claim without the prior written consent of the indemnifying party. This Section 6 shall survive termination of this Agreement for any reason.

7. Miscellaneous

This Agreement sets forth the entire and complete statement of intent between the parties as to the subject matter hereof. This Agreement shall not be altered, amended or construed by any prior or contemporaneous oral or written agreement or undertaking between the parties. This Agreement will be governed by the laws of the state of Illinois save for any choice of law provisions. The relationship of the parties is and shall remain that of independent contractors and the parties shall not be or be deemed partners or joint venturers. Neither party shall have any authority to contract for or bind the other. Neither party may subcontract or assign this Agreement except that Chamberlain may assign this Agreement to any parent, subsidiary, affiliate company or any successor company formed by the merger or reorganization or similar corporate transaction of Chamberlain with any other company.

8. Additional Documents and Promotion

Chamberlain and PCC course descriptions, including prerequisites, of the articulating courses as generally published and available to the public will be included in this Agreement by reference.

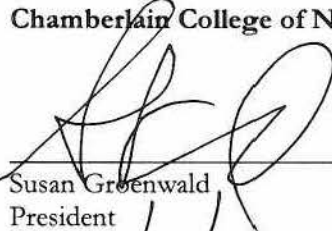
PCC and Chamberlain agree to collaboratively create and implement a relationship marketing plan. A sample plan with suggested marketing ideas is contained in Appendix A. When completed, the purpose of the plan will be to promote the educational programs offered by Chamberlain to PCC's students Alumni.

9. Agreement Approvals

The effective date of this Agreement shall be September 16, 2010 and shall continue in effect during the term in accordance with the provisions stated above.

Each party signing this Agreement is authorized by their institution to enter into this Agreement on behalf of their Institution.

Chamberlain College of Nursing, LLC

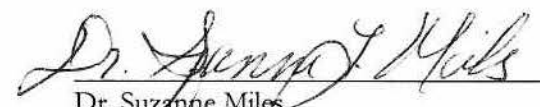


Susan Greenwald
President

11/2/10

Date

Pima Community College



Dr. Suzanne Miles
Provost and Executive Vice Chancellor

09-22-10

Date

EDUCATION PARTNER CONTACT INFORMATION

Community College Contact:

Jennie Scott
Director of Curriculum and Articulation Services
jscott@pima.edu (520) 206-4903

Mailing Address:

Pima Community College - District
4905 E. Broadway Blvd., Tucson, AZ 85709-1125

Chamberlain Contact:

John Guerrero, Healthcare Development Specialist
jguerrero@chamberlain.edu (602) 331-2756

Mailing Address:

Chamberlain College of Nursing
2149 West Dunlap Avenue, Phoenix, AZ 85021

Appendix A
Relationship Marketing Plan

Marketing Plan
Transfer Partnership with Chamberlain College of Nursing

Current/Prospective PCC Students

1. *Print Materials*

a. Flyers

- i. Message: Advertise Transfer Partnership with Chamberlain College of Nursing, encourage students to earn their BSN degree from an accredited institution, Chamberlain College of Nursing.
- ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract
- iii. Distribution: Campus bulletin boards, in and around nursing classrooms.

2. *Electronic Materials*

a. Transfer Partnership Web Page (permanent)

- i. Message: Information on transferring to Chamberlain College of Nursing
- ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract

b. Nursing Program Web Page

- i. Message: Information on the Transfer Articulation Agreement and link to PCC Transfer Partnership Web page
- ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract

c. Web Spotlight (temporary)

- i. Message: Announce new transfer partnership with Chamberlain College of Nursing, special event (i.e. information session w/ Chamberlain College of Nursing)
- ii. Due Date: should run more than once

d. MyPima College Wide Announcement (temporary)

- i. Message: Announce new transfer partnership with Chamberlain College of Nursing with link to Transfer Partnership Web page, special event (i.e. information session w/ Chamberlain College of Nursing)
- ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract. Spotlight should run more than once.
- iii. Distribution: To all students or select groups of students in Nursing Program

e. MyPima E-mail

- i. Introductory letter to nursing students announcing transfer partnership with Chamberlain College of Nursing and opportunity to transfer to Chamberlain College of Nursing to earn their BSN
- ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract

3. *Other*

- a. Chamberlain College of Nursing representation at Campus transfer fairs (minimum of four visits per Academic year)

- b. Press Release
- c. Article in the Aztec Press student newspaper. Aztec Press may pickup article when press release is sent out. If they do not pick-up the press release- will send out another press release directly to them
- d. PCC cable channel transfer partnerships interstitial

Alumni

1. *Electronic Materials*

- a. **Alumni e-newsletter**
 - i. Message: Announce new transfer partnership with Chamberlain College of Nursing
 - ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract
- b. **Email to nursing alumni?** Since there is no guarantee that they are still checking their Pima email, we will determine at a later date whether or not this effort is likely to be effective.

Current PCC Staff & Faculty

1. *Print Materials*

- a. **Flyer** (same as student flyer, but targeted at staff and faculty)
 - i. Distribution: Advisors/Counselors, Faculty
 - ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract

2. *Electronic Materials*

- a. **@PimaNews**
 - i. Message: Announce new transfer partnership with Chamberlain College of Nursing
 - ii. Due Date: TBD following the approval/finalization of Articulation Agreement Contract