



Institutional Education Agreement

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Chamberlain Contact: Jane Ann Betken, Healthcare Development Specialist
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This Institutional Education Agreement (the "Agreement") dated as of August 22nd, 2012 (the "Effective Date") is by and between Chamberlain College of Nursing, LLC, a Delaware limited liability company ("Chamberlain" or "School") and Cochise County Community College District ("Cochise College" or "Institution"). This Agreement is intended to promote educational programs to Institution's qualified employees and associate degree in nursing and/or diploma in nursing graduates who transfer into or enroll in Chamberlain's Bachelor of Science in Nursing or Master of Science in Nursing degree programs of study. It is also intended to transfer approved credit hours into the Chamberlain Bachelor of Science in Nursing degree program of study. The parties agree as follows:

1. Chamberlain Profile and Accreditation

Chamberlain College of Nursing is accredited by The Higher Learning Commission (HLC) and is a member of the North Central Association of Colleges and Schools, ncahlc.org. HLC is one of the six regional agencies that accredit U.S. colleges and universities at the institutional level. The Bachelor of Science in Nursing degree program and the Master of Science in Nursing degree program are accredited by the Commission on Collegiate Nursing Education (CCNE, One Dupont Circle, NW, Suite 530, Washington, DC 20036, 202.887.6791). Please refer to chamberlain.edu/accreditation for the most up to date accreditation information.

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.

2. Institution Profile and Accreditation

As noted on Cochise College's website (www.cochise.edu), Cochise College is accredited by the Higher Learning Commission (HLC) and is a member of the North Central Association of Colleges and Schools, ncahlc.org. and by the National League for Nursing Accrediting Commission (NLNAC) and is approved by the Arizona State Board of Nursing. Total Degree

requirements are 69 credits. Upon completion of the nursing program students are eligible to apply to take the National Council Licensing Exam to become licensed by the Arizona State Board of Nursing as a Registered Nurse.

3. Term, Renewal and Changes

This 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 party a minimum of thirty (30) days prior written notice of non-renewal. Notwithstanding the foregoing, either party may terminate this Agreement for a material breach by the other party upon giving the other party fifteen (15) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the fifteen (15) day cure period.

In the event of termination for good cause or by mutual consent, students currently enrolled in the program will be permitted to complete their programs under the terms and conditions of this agreement.

The Chamberlain President and the Cochise President, or their designees, must approve amendments to this 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, Cochise College agrees to include Chamberlain in all publications that list colleges to which Institution's nursing students may transfer, listing degree options and any agreements on the same basis as similar degree programs and agreements with other senior colleges and universities. Cochise College further agrees to include Chamberlain in presentations of information to Cochise College's nursing students regarding Bachelor of Science in nursing degree options. Cochise shall provide drafts of any publication describing Chamberlain or the program to Chamberlain prior to publication. Institution shall not publish any material referring to Chamberlain or the agreement that is either factually inaccurate or misleading or to which Chamberlain has made a reasonable objection.

4. Reduced Tuition Pricing

Cochise college graduates and employees who enroll in and attend the Chamberlain RN to BSN and MSN online nursing programs will be charged tuition at 90% of the prevailing tuition rate applicable to the RN to BSN and MSN online program. The rated tuition percentage is 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 rated tuition will not apply until the first term after the execution of this Agreement. Tuition and expenses are calculated each session and subject to change. A prepared financial statement is available each month and outlines the charges and balance due. Please refer to chamberlain.edu/tuition for the most updated information on tuition and expenses. Non-tuition expenses such as books, student activity fees, lab fees, and miscellaneous supplies that may be charged to students by Chamberlain are not eligible for reduced pricing. Institution's employees and students are subject to all other requirements, rules, policies and procedures as set forth in the Chamberlain catalogs and addenda, as amended from time to time. This Agreement applies to all of Cochise's employees who are

Chamberlain students, whether new or continuing. Institution's student enrollment numbers shall be reviewed following each semester, or three times per year.

In no event will Institution's employees and graduates who are Chamberlain students receive a credit, repayment, reparation or refund of any money previously paid or due for any class taken before or pending on the Effective Date of this Agreement.

5. Limited License, Promotion and Indemnification

Cochise College will also provide opportunities for representatives of Chamberlain to visit Institution's locations and disseminate information about Chamberlain's programs and this Agreement among its student population. Institution 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 fulfilling the terms of this Agreement; and Chamberlain is hereby granted a limited, non-exclusive license to use the Cochise College's name, trade names, trademarks, and logos during the term of this Agreement for the sole purpose of marketing to the Cochise College student population and employees about this agreement and Chamberlain's programs in accordance with this agreement and fulfilling the terms of this Agreement.

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 agrees to be responsible for the conduct of its operations and performance of Agreement obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the scope of their position, agency or employment while performing duties undertaken pursuant to this Agreement. The indemnification provision shall survive termination of the Agreement.

6. 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 without regard for its conflicts of law's 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 ventures. Neither party shall have any authority to contract or bind the other. or 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.

7. Additional Documents and Promotion

The Institution and Chamberlain agree to the customized relationship marketing plan described in Appendix A, which is incorporated herein by reference. The joint purpose of the plan will be to promote the educational programs offered by Chamberlain to Institution's graduates and employees.

8. Agreement Approvals

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

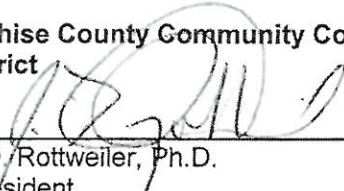


Susan Groenwald
President

Date

10-2-12

**Cochise County Community College
District**



J.D. Rottweiler, Ph.D.
President

Date

Sept 10, 2012

**Appendix A
Relationship Marketing Plan**

Marketing Plan: to include but not limited to,

- Introductory letter with brochure and microsite to alumni announcing Education Agreement and nursing programs.
- Kickoff breakfast or lunch-and-learn sessions with Chamberlain College of Nursing representatives for all graduate nursing classes.
- Brochures, inquiry cards, and posters with tear offs to be distributed and posted around Institution for the purpose of informing potential students of Chamberlain programs.
- Tri-annual meetings with chief contact to track progress on the partnership and to explore methods for increasing enrollments and expanding the partnership.
- Press releases announcing partnerships.
- Listing partnership on websites.
- Table displays in lunch room and meeting places at Institution to occur a minimum of 4 times per year.