

LIBERTY UNIVERSITY ARTICULATION AGREEMENT

This Agreement is dated **August 1, 2023** ("Effective Date") and is by and between Liberty University, Inc., a Virginia non-stock corporation ("Liberty") and **Columbia International University** ("University"). Referred to separately as a ("Party") or collectively referred to herein as ("Parties").

Preliminary Statements

Liberty and Company desire to provide automatic acceptance to two (2) of the University's students into the Master of Science in Athletic Training Graduate Degree ("Articulation Program").

University will advise students that they must complete the application process through the Athletic Training Centralized Application System ("ATCAS") and meet all the admission/prerequisite requirements.

In consideration of the mutual promises contained herein, the parties hereby adopt the above statements as true and agree as follows:

Agreement

1. Commitment to Curriculum and Enrollment Standards

It is agreed and understood that each Party has the right and responsibility change its curricula and enrollment policies to maintain academic integrity and accreditation standards. Such changes, if any, will be communicated to the other Party as they occur through the appointed supervisor for this Articulation Program.

2. Articulation Program

a. *Supervision and Review.* The parties shall each appoint a program supervisor to monitor, manage, and advise students participating in this Articulation Program. At the request of the either Party, a meeting or conference will be held to resolve any problems, monitor the progress, and develop any improvements in the Articulation Program. In addition, the Parties, through their appointed supervisors, shall meet annually to review Liberty's admission standards for the students enrolled in the Articulation Program.

b. *Liberty's Obligations.* For the 2021/2022 academic year, Liberty shall admit, pursuant to the conditions below, a maximum of two (2) students pursuing an Articulation Program leading to a bachelor's degree in **Biomedical Science** from the University. The Articulation Program will require graduation with a bachelor's degree in **Biomedical Science** from the University, followed by a minimum of two academic years of attendance at Liberty. The athletic training program contains a minimum of

sixty-two (62) credit hours of instruction, which must be completed within two (2) calendar years. In the event that more than two (2) students qualify for enrollment based on the standards in section 3 "Admission Standards," then two (2) students shall be selected and admitted on a competitive basis and in compliance with the non-discrimination provisions in section 4.

3. Admission Standards.

Students enrolled in the Articulation Program shall be admitted to Liberty, subject to the limitations established in section 4, upon completion of the following:

a. Credit Hours. 40-42 semester hours in courses which meet the prerequisite requirements for the Master of Science in Athletic Training degree referenced in Appendix A of this Agreement.

b. Grade Point Average ("GPA"). An overall minimum cumulative GPA of 3.0 and a minimum cumulative GPA of 3.25 in prerequisites courses to be verified through ATCAS.

c. Evaluation Recommendation. Receipt of three (3) positive evaluation recommendations in ATCAS from a combination of the following options: professor, healthcare provider, and/or pastor/spiritual leader.

d. Interview. A successful interview, which is part of the Liberty admission process.

e. Application Deadline. An application, which has been filed by February 1st of the year of matriculation, into the Master of Science in Athletic Training degree.

f. Other Admissions. At the discretion of Liberty, other University students may compete for enrollment based on merit.

4. Non-Discrimination.

The Parties will not unlawfully discriminate on the basis of race, creed color, sex, national origin, religion, age disability, ancestry, sexual orientation, political affiliation, martial status, veteran status, parental status, and pregnancy in the selection and participation of University's students in the Articulation Program. With respect to a disability, a qualified student with a disability is an individual who (with or without reasonable accommodations-academic adjustments) meets the legitimate standards and criteria that are rationally related to the stated goals or purposes of each Party's educational program.

5. Title IV Compliance.

Each party represents and warrants this it will:

- a. Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (HEA) as amended, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including assurance that:
- b. None of its employees administering this program are receiving payment of any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of Title IV, HEA program funds; and
- c. It has not been the subject of a limitation, suspension or termination action brought by the U.S. Secretary of Education; and
- d. It does not employ officials who have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of federal, state, or local government funds, or has been administratively or judicially determined to have committed fraud or any other material violation of law involving federal, state, or local government funds; and
- e. It is separately owned and separately controlled; and
- f. Marketing language, consumer information and advising that it provides will comply with requirements set forth by the U.S. Department of Education under the specific provisions regarding misrepresentation and related consumer information requirements; and
- g. No portion of the didactic educational program for students under this Agreement will occur outside the State of Virginia. Clinical rotations may occur outside of Virginia; and
- h. Each party will maintain complete and accurate records, including records reflecting billing, payments, students, and payroll. The records must be maintained for at least three years after the termination of the Agreement in accordance with Title IV requirements, and the F.E.R.P.A. (1974), G.L.B. (1999), and F.A.C.T. (2003) Acts. If either party provides notice to the other party that the first party is subject to an audit or other review by a regulatory agency, or to any claim or litigation, relating to that party's compliance with the statutory and regulatory provisions referenced then both parties will continue to maintain and retain complete records relating to this Agreement; and
- i. It will cooperate with the other party's alleged student aid fraud investigations including activities related to subsequent referrals to the U.S. Department of Education and/or the U.S. Office of Inspector General; and

- j. It will comply with applicable consortium and/or contractual requirements between the eligible home school and eligible or ineligible host school as defined in federal regulations summarized by U.S. Department of Education in the FSA Student Handbook for the applicable year.

6. Recruitment.

Recruitment of students for the Articulation Program will be the responsibility of Liberty with the cooperation from the University.

7. Administrative Requirements.

Both Parties affirm that Liberty maintains a Standard Academic Year ("SAY") schedule. Therefore, the University affirms that none of its enrollment periods for students under this Agreement, will overlap with Liberty's enrollment periods.

8. Compliance with Law(s).

Each Party agrees to comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of its obligations under this Agreement. Each Party represents and warrants to the other that all communications sent on behalf of one party for the other party pursuant to the program described herein will comply with industry standards and best practices for internet marketing as well as all applicable federal and state laws including the federal misrepresentation regulations (34 C.F.R. §668.71-75), the CAN Spam Act of 2003, and all applicable federal and state telemarketing laws and regulations, specifically including without limitation the Telephone Consumer Protection Act (47 U.S.C. § 227).

9. Indemnification.

Each Party shall defend and indemnify the other Party and its directors, officers, employees, and agents (each an "Indemnified Party") against, reimburse each Indemnified Party for, and hold each Indemnified Party harmless from, all losses, claims, damages, liabilities and costs (including attorneys' fees)(collectively, "Losses") incurred by an Indemnified Party as a result of (a) any breach of any of the terms, conditions, covenants, representations, or warranties contained herein, (b) violations of any applicable law(s), or (c) any third-party claim for; infringement upon a third-party's patent, copyright, trademark, trade secret, or other intellectual property or data rights.

10. Trademarks.

The Parties grant to each other a non-exclusive, non-transferable license to use each other's trademarks and service marks in furtherance of the articulation

coordination detailed herein or in a manner solely for the purpose of identifying and communicating the existence of the relationship to Liberty University students and alumni. Use of trademarks, service marks and logos will comply with use policies of the originating institution. The Parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the Agreement. Neither Party grants to the other any interest in the other party's trademarks. Should either originating institution request, in writing, that a particular use of the originating institution's trademarks and/or service marks be discontinued, the non-originating institution shall cease and desist such use of the trademarks and/or service marks.

11. No Employment Relationship.

This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the parties, or as giving rise to a joint venture or partnership between the Parties.

12. No Third-Party Beneficiary Rights.

This Agreement is intended to solely benefit the Parties and is not intended to create rights in any third party. Students of the University participating in the Articulation Program, pursuant to the terms of this Agreement, shall not be considered third party beneficiaries of the Agreement.

13. Term and Termination.

a. *Term.* The term of this Agreement shall be 5 years from the Effective Date. The parties can renew this agreement by mutual written agreement for additional one (1) year successive terms. The Agreement will continue in effect until it is modified by mutual written agreement or terminated by either party.

b.

b. *Termination.* Either party can terminate this agreement for any reason with thirty (30) days prior written notice. Any "Intent to Participate" form that is signed prior to modification, termination or ending of the term of the Agreement will be honored by the parties.

14. Governing Law; Forum Selection.

This agreement and the rights of the parties hereunder shall be governed by and enforced in accordance with the laws of the State of Virginia, without regard to its conflict of law of provisions. In all matters to be litigated wherein Liberty is the complainant, the parties agree that the federal and state courts located in Virginia shall have jurisdiction and venue over such disputes. In all matters to be litigated wherein Company is the complainant, the parties agree that the federal and state courts located in Lynchburg, VA shall have jurisdiction and venue over such disputes.

15. Assignment; Delegation.

Neither Party may assign any right or delegate any duty under this agreement without prior written consent of the other Party.

16. Waiver.

The Parties may not waive this agreement, in whole or in part, except by a writing executed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion, unless expressly stated as such.

17. Entire Agreement; Modifications.

This agreement is the complete and exclusive understanding of the Parties. This agreement may be modified or rescinded only by a writing signed by both Parties.

18. Notice.

All notices hereunder must be in writing and given by personal delivery, registered or certified mail to the addresses listed below:

To Columbia International University:

Dr. David DeWitt
7435 Monticello Road
Columbia, SC, 29203


To Liberty University:

Liberty University, Inc.
Attn: Procurement & Contracts Administration
1971 University Blvd.
Lynchburg, VA 24515

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the Effective Date written above.

LIBERTY UNIVERSITY, INC.

CONTRACTOR

By:  Digitally signed by Justin L. Wilson
Date: 2022.11.02 13:58:16 -04'00'

Name: Justin Wilson

Title: Contracts Administrator II

Date: 11/2/2022

By: 

Name: James Lepper

Title: Provost

Date: 11/15/2022

APPENDIX A: Prerequisite Courses for Liberty's Master of Science in Athletic Training

Students must complete the following prerequisite courses prior to acceptance:

PREREQUISITE COURSES	CREDIT HOURS	COMPARABLE LIBERTY UNIVERSITY COURSE(S)
Anatomy & Physiology I & Lab	4 credits	BIOL 213 & 214
Anatomy & Physiology II & Lab	3 credits	BIOL 215 & 216
General Biology	3 credits	BIOL 224
General Chemistry & Lab	4 credits	CHEM 121 & 121L
General Physics & Lab	4 credits	PHYS 201 & 201L
Biomechanics	3 credits	EXSC 350
Exercise Physiology	3 credits	EXSC 310
Medical Terminology	2-3 credits	ATTR 205
Nutrition	3 credits	HLTH 333
General Psychology	3 credits	PSYC 101
Statistics	3 credits	MATH 202