

## EDUCATION PARTNERSHIP AGREEMENT

This Education Partnership Agreement is made and entered into, as of May 1, 2024 (“**Effective Date**”), between American Public University System, Inc. (“**APUS**”) and Tidewater Community College (“**Institution**”) (individually a “**Party**” and collectively the “**Parties**”) (the “**EPA**”) (collectively with Exhibit A “**Service Terms**” and any articulation agreements entered into between the Parties, which reference this EPA, the “**Agreement**”). This EPA outlines how the Parties plan to work together to benefit the transfer of Institution students to APUS and will allow the Parties, where appropriate, to align programmatic agreements.

APUS and Institution hereby agree as follows:

1. **Articulation Agreements.** This EPA and the attached Exhibit A serve as a foundation for the Parties to articulate department and programmatic-level student transfers from Institution to APUS where the Parties may agree their respective academic programs align for student transfer. Any such transfer initiative shall be further documented in an articulation agreement, each of which shall be subject to this EPA and are incorporated herein by reference (each an “**Articulation Agreement**”).
2. **Program Integrity.** Each Party shall maintain the integrity of its programs and enter into this EPA as separate and equal parties.
3. **Student Advising and Outreach.** APUS shall designate one or more points of contact to answer questions from potential Institution transfer students. The Parties will arrange for APUS to contact these students as needed by means mutually agreeable to the Parties. Institution shall provide an appropriate location for any in-person meetings between APUS and Institution students.
4. **Marketing and Communications.** Each Party agrees to publicize the Agreement as set forth below.
  - a. Each Party will assume responsibility for the appropriate marketing of the Agreement to their respective student, prospective student, faculty, and staff populations.
  - b. Each Party will designate a marketing point of contact, communicate this contact to the other Party, and update the other Party of any changes to this contact.
  - c. Each Party may provide at its website, a link to the other Party’s website during the Term of the Agreement
  - d. Annually, the Parties will communicate updated degree requirements, admissions, and transfer information that may affect the Agreement.
  - e. Each Party grants to the other Party a royalty-free, nonexclusive, non-transferable revocable license during the Term to use its trademarks, name, and other identifying symbols (collectively, the “**Marks**”) to fulfill any mutually agreed upon promotional obligations; provided that use of the Marks shall be subject to any usage guidelines provided by the granting Party. No sublicenses are contemplated by the Agreement and each Party will retain all rights in its respective Marks. The Institution will provide acceptable logos and appropriate links to APUS. Upon termination of this EPA, each Party will promptly cease use of the other Party’s Marks.
5. **Enrollment.** An Institution student may be admitted and enrolled in APUS, and may graduate from APUS, in accordance with then-applicable regulatory requirements and APUS’s then-current requirements and policies, which APUS shall at all times control and may modify in its sole discretion. As APUS students, these individuals will be subject to the financial obligations and fees of APUS, and may be considered for financial assistance at APUS, as determined by APUS. APUS may in its sole discretion offer discounts to students for enrollment in certain programs as may be further set forth in an Articulation Agreement.
6. **Book Grants.** APUS will extend an undergraduate book grant to students, as applicable.

**7. Transfer Credit.**

- a. APUS agrees to provide Institution information about APUS's transfer credit and evaluation processes, which APUS may modify at any time and for any reason. Institution shall notify APUS in writing, in advance of any program changes that may affect these processes.
- b. To the extent an Institution student completes courses at APUS that may satisfy an associate's degree requirement at Institution; such coursework may be reverse-transferred from APUS back to Institution in accordance with then-current APUS policy and procedure and Institution credit for prior learning policies.

**8. Partner Grant.**

- a. APUS shall offer a 10% Partnership Tuition Grant to eligible students and as described below.
- b. APUS shall offer eligible students the opportunity to purchase educational services along with a grant, creditable solely against the payment of APUS tuition, equal to ten (10%) percent of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public (such grant program, hereinafter, referred to as the "Partner Grant"). The Partner Grant shall not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students.

**9. Term and Termination.**

- a. This EPA is effective as of the Effective Date identified above and will continue for three (3) years thereafter (the "Term"), and it shall renew automatically, unless terminated earlier pursuant to this Section 9.
- b. Either Party may terminate this EPA upon providing sixty (60) days written notice.
- c. In the event that APUS or any regulatory authority determines that any of the terms or provisions of this EPA are in violation of, or conflicts with, applicable laws, regulations or rules, then APUS may immediately cease to comply with such terms/provisions, provide any related services, and terminate this EPA.
- d. The Parties shall work in good faith to avoid any adverse impact to any student accepted or taking courses at APUS at the time of termination.
- e. Any Articulation Agreement shall terminate upon the effective date of termination or expiration of this EPA.
- f. Any terms that by their nature logically should survive, will survive termination or expiration of this EPA.

**10. Other Rights and Responsibilities.**

- a. APUS may review at any time any Institution program for which transfer credits are contemplated to ensure the program satisfies APUS's academic standards.
- b. Neither Party will make false, erroneous or misleading statements, representations, warranties or guarantees to its students, employees or other third parties with respect to the other Party.
- c. Each Party acknowledges and agrees that it shall comply with the Family Educational Rights and Privacy Act, the U.S. Department of Education Program Integrity Regulations, and all other applicable laws, regulations, and accreditation requirements.
- d. Each Party acknowledges that it may receive non-public information of the other party which may be marked as confidential or that should reasonably be understood to be confidential ("Confidential Information"). Each Party agrees to hold all Confidential Information in strict confidence and to not

disclose Confidential Information or use it in any way, except in carrying out its obligations under the Agreement or to comply with applicable law.

- e. Each party agrees to hold harmless the other party against all liabilities incurred by the other party resulting from any third-party claim, demand, or action, due to the party's violation of the Agreement. Neither Party will be responsible for any special, incidental, or consequential damages in connection with the Agreement.
- f. APUS does not guarantee that use of its services will be uninterrupted or error-free.

**11. Miscellaneous.**

- a. This Agreement does not create a joint venture, partnership, agency, employment, or similar relationship between APUS and Institution. This Agreement creates no rights in any third parties.
- b. Each Party has the authority to enter into the Agreement.
- c. The Agreement provisions are severable, and a legal determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions.
- d. This is the entire agreement of the Parties regarding its subject matter, and it supersedes all prior agreements, representations and communications. The Agreement may be executed in counterparts, which are one and the same instrument. The Agreement may be modified by mutual written agreement of authorized Party representatives.
- e. The Agreement will be construed and interpreted according to the laws of the state of West Virginia, without regard to its conflicts of law provisions.
- f. All notifications will be in writing and deemed given as of the delivery date. Notice will be sent to the attention of the representative set forth below or to such other representative as either Party may identify in writing. A copy of any notice to APUS must also be sent to Attention: Legal Affairs, 111 West Congress Street, Charles Town, WV 25414 ([Legal@apus.edu](mailto:Legal@apus.edu)).

**APUS Contact Information:**

American Public University System, Inc.  
111 West Congress Street  
Charles Town, WV 25414  
Attn: Academic Partnerships  
E-mail: [edpartners@apus.edu](mailto:edpartners@apus.edu)

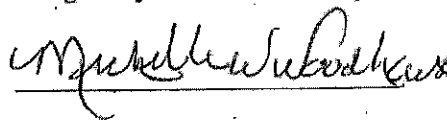
**Institution Contact Information:**

Tidewater Community College  
121 College Place  
Norfolk, VA 23510  
Attn: Dr. Kellie Crawford-Sorey  
E-mail: [ksorey@tcc.edu](mailto:ksorey@tcc.edu)

**IN WITNESS WHEREOF**, the Parties have caused this EPA to be signed by their authorized representatives on the date and year first written above.

Nuno Fernandes  
Nuno Fernandes (Mar 28, 2024 13:15 EDT)

**Mr. Nuno Fernandez**  
President  
American Public University System, Inc.



**Dr. Michelle Woodhouse**  
Vice President for Academic Affairs and  
Chief Academic Officer  
Tidewater Community College

**EXHIBIT A**  
**SERVICE TERMS**

1. General

- a.) Institution has partnered with APUS as an education solutions provider to offer academic degree programs to Institution students ("Members"), as described in the Education Partnership Agreement ("EPA").
- b.) Both Parties are committed to work together to facilitate the enrollment of students in APUS programs without jeopardizing the intended mission and stated goals of either Party.
- c.) Each Party shall designate an individual to serve as a point of contact for issues related to this EPA. Either Party may change its representative upon notice to the other Party.
- d.) Notice under the EPA shall be sent as follows:

**If to Institution:**

Dr. Kellie Crawford-Sorey  
Associate Vice President for  
Academic Affairs  
Tidewater Community College  
121 College Place  
Norfolk, VA 23510  
ksorey@tcc.edu

**If to APUS:**

Dr. Chris Reynolds, CEM  
Dean & Vice President -  
Academic Outreach  
111 West Congress Street  
Charles Town, WV 25414  
Email: creynolds@apus.edu

with a copy to:

Legal Affairs  
111 West Congress Street  
Charles Town, WV 25414  
Email : [Legal@apus.edu](mailto:Legal@apus.edu)

- e.) The Parties agree (i) to develop a partnership promotional plan, which may be further modified from time to time, that identifies promotional activities and materials, and a corresponding schedule, and (ii) to make all commercially reasonable efforts to execute on such plan.

2. APUS Responsibilities

- a.) APUS shall offer a 10% Partnership Tuition Grant (such grant program, hereinafter, referred to as the "Partner Grant") to eligible students.
- b.) The Partner Grant shall be equal to 10% of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public. The Partner Grant shall not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students.
- c.) The anticipated start date for the Partner Grant is 30 days from final signature of the EPA (the "Start Date"). The Parties will make all commercially reasonable efforts to begin offering the Partner Grant by the Start Date. In the event the parties are unable to meet the target Start Date, the Parties will work together to determine and agree upon a new target date.
- d.) APUS shall create, in cooperation with Institution, a landing page for use by Members.

- e.) APUS shall provide, in cooperation with Institution, a set of materials for promoting the partnership to its Members.
- f.) APUS shall collaborate with Institution to develop an announcement about the relationship.
- g.) APUS agrees to use commercially reasonable efforts to work with Institution to create and implement a promotional and messaging plan to promote APUS programs through mutually agreed Institution distribution channels (including, for example, in print, digital, audio and in-person formats) and at mutually agreed times and frequencies.
- h.) APUS shall provide a dedicated account manager for day-to-day support, maintenance and growth of its relationship with Institution, the specific manager of which shall be assigned to Partner within ten business days of the Effective Date of the EPA.

3. Institution Responsibilities

- a.) Institution will list American Military University and/or American Public University, as applicable, as an education provider for its Members. Institution will promote and allow promotion of APUS's programs as described in the EPA, all corresponding exhibits, and as otherwise mutually agreed upon.
- b.) Institution shall distribute, or assist APUS to distribute, information and materials regarding educational degree program opportunities to its Members.
- c.) Institution will make available to Members information about APUS's programs, as well as general information about APUS. Links to the APUS landing page will be posted on the Institution website, and in other Institution communications to its Members which are intended to describe and detail the relationship between the Parties. Any such communications to Members by Institution shall be mutually agreed upon by the Parties.

Signature: Kellie Crawford Sorey  
Kellie Crawford Sorey (Apr 11, 2024 14:30 EDT)