

TRANSFER FACILITATION AGREEMENT
Between
Herzing University and Fayetteville Technical Community College

I. PURPOSE

The purpose of this Transfer Facilitation Agreement is to acknowledge that students of Fayetteville Technical Community College may transfer to a Herzing University degree program following completion of an associate's degree program at Fayetteville Technical Community College.

II. ELEMENTS

- a. To be eligible for application to enroll the student must submit proof of having been awarded an associate's degree from Fayetteville Technical Community College.
- b. Students having completed an associate's degree program will be eligible for a block transfer of up to 60 semester credits, junior status, and acceptance into the Bachelor of Science in Technical Management, Bachelor of Science in Health Care Management, or Bachelor of Science in Business Administration programs at Herzing University.
- c. Fayetteville Technical Community College students must fulfill Herzing requirements, which entail completion of no less than 25-percent of their program requirements at Herzing, including a minimum of 50-percent of the major requirements, including the capstone course, at Herzing. Credit earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75-percent of total credits required for graduation.

III. TERMS

1. Because of this agreement to articulate, Herzing will extend educational scholarships to Fayetteville Technical Community College alumni and employees concomitant with the date of this fully executed document.
 - a. Fayetteville Technical Community College alumni and employees who enroll in any Herzing University bachelor's degree program are eligible for the Herzing Community and Technical College Partnership Scholarship. The award is a \$500.00 credit to the tuition account of the student during their last semester of study with Herzing. To make use of the scholarship, graduates of the College must complete an associate degree with the College before transferring to Herzing University. Applicants must obtain an application from the Herzing University Financial Aid Department and submit it to that department prior to starting their last semester of study at Herzing University.
 - b. Herzing will extend to Fayetteville Technical Community College alumni and employees all of its online certificates, undergraduate, and graduate programs, as and when offered;
2. Fayetteville Technical Community College agrees to facilitate communication between its graduates and upcoming graduates with representatives of Herzing University through access to students on campus, posting and distribution of Herzing's promotional literature, and access to student and graduate listings as mutual agreed between the institutions. To the extent Herzing representatives will be physically present on any campus of Fayetteville Technical Community College; Herzing representatives shall comply with all applicable policies of Fayetteville Technical Community College. Posting and distribution of Herzing's promotional literature shall comply with all applicable policies of Fayetteville Technical Community College. Any sharing of

student and graduate listings shall comply with the Federal Educational Rights and Privacy Act and any applicable state laws, as either may be amended from time to time.

3. This Agreement is effective for the Herzing academic term beginning with the date of the fully executed document, and shall continue until terminated. Both parties must approve amendments to the Agreement in writing.
4. Once a year, Herzing will provide data to Fayetteville Technical Community College. The data will be included on Herzing's letterhead and will include names of Fayetteville Technical Community College alumni. The note will state "The below students from Fayetteville Technical Community College have transferred to Herzing University, have completed at least three terms and are making satisfactory academic progress through their program (as defined in the Herzing University catalog)."
5. Either party may terminate the Agreement without cause upon 90 days written notice to the other party. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Admission criteria, academic and other admission requirements will be subject to the applicable Herzing University catalog at the time of the students' admission to Herzing for any applicable degree program. Students who have began their program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this Agreement until such time such students complete or otherwise become discontinued from their program.
6. The parties grant to each other a non-exclusive, non-transferable license to use each other's trademarks 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 Fayetteville Technical Community College alumni. 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.
7. The parties hereto will have the relationship of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this Agreement. In no event will the agents, representatives or employees of one party be deemed to be agents, representatives or employees of the other.
8. This Agreement may be executed by a duly authorized representative of each party, either by electronic or facsimile transmission, each of which will be considered an original.

IV. CONTACTS FOR COORDINATION:

Fayetteville Technical Community College Contact:

Ray Walters, Dean of College Transfer and General Education Programs
waltersr@faytechcc.edu; 910-678-8244

Herzing University Contact:

Dr. William Getter, Vice President of Academic Affairs
getterw@herzing; 414-271-8103 extension 211

V. OFFICIAL NOTICE CONTACT INFORMATION:

All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to Herzing University:

Dr. William Getter
Herzing University
525 North 6th Street
Milwaukee, WI 53203

If to Fayetteville Technical Community College:

Ray Walters
Fayetteville Technical Community College
2201 Hull Road
Fayetteville, NC 28303

or to such other persons or places as either party may from time to time designate by written notice to the other.

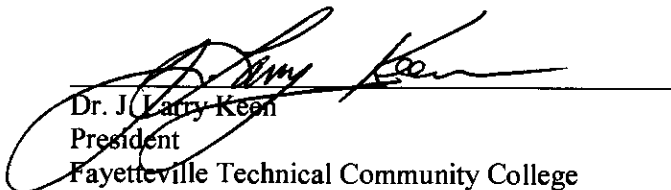
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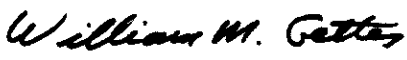
Dr. William Getter, Vice President of Academic Affairs
getterw@herzing; 414-271-8103 extension 211

DATE: June 27, 2011



Dr. J. Larry Kean
President
Fayetteville Technical Community College

7-5-11
Date



Dr. William Getter
Vice President of Academic Affairs
Herzing University

6/27/2011
Date