

Corporate Articulation Agreement

This Corporate Articulation Agreement ("Agreement") is entered into as of the date both parties execute this Agreement as set forth below, by and between the University of Phoenix, Inc. ("UNIVERSITY"), located at: 4025 Riverpoint Parkway, Phoenix, Arizona 85040 and Virginia Department of Fire Programs ("ORGANIZATION") having a business at: 1005 Technology Park Drive, Glenn Allen, VA, 23059 .

The parties hereby agree as follows:

1. Organization.

- 1.1. For purposes of this Agreement, Organization shall include the following affiliates specifically listed :
If no affiliates are listed then this Agreement shall only be for the Organization as listed above.
- 1.2 Organization agrees that it owns and provides certain training courses to its employees. Organization has submitted those training courses to University for evaluation.

2. UNIVERSITY'S Development of the Credit Recognition Guide

- 2.1 ORGANIZATION has submitted to UNIVERSITY its training coursework for pre-evaluation and, upon execution of this Agreement, UNIVERSITY will complete an evaluation of the Organization's coursework for credit and will issue a Credit Recognition Guide (CRG). The Credit Recognition Guide is a document intended for use by ORGANIZATION'S employees as well as UNIVERSITY students and advisors that sets forth the details of what training courses can be applied for UNIVERSITY course credit. The final CRG will be attached to this Agreement as Exhibit A, and is hereby incorporated by this reference.
- 2.2 The CRG includes course by course transfer categories for courses that are designated to fulfill general education credits.
- 2.3 By entering into this Agreement, ORGANIZATION agrees to allow its name and the course information, which includes the course name, the training hours, description of the course and the course modality, to be published in the CRG.
- 2.4 Both parties agree that the CRG can be published by both parties internally for use and by the UNIVERSITY externally on its website.

3. Update of Credit Recognition Guide

ORGANIZATION may submit additional and/or supplemental materials to the UNIVERSITY for evaluation pursuant to this Agreement to be included in the CRG. ORGANIZATION agrees to follow the UNIVERSITY's then current submission policies and procedures. ORGANIZATION shall submit material by going to uscoporatearticulation@phoenix.edu and following the submission procedures. UNIVERSITY will update the CRG accordingly as needed.

4. Fees for Evaluation of ORGANIZATION's Training

- 4.1 In exchange for ORGANIZATION's obligations set forth in paragraph 5, UNIVERSITY shall waive the pre-evaluation charges and the charges for creating the CRG. ORGANIZATION acknowledges that the waiver of fees referenced in this paragraph are only referring to the fees charged by UNIVERSITY to ORGANIZATION for pre-evaluation of ORGANIZATION'S submitted coursework and the CRG.

- 4.2 ORGANIZATION acknowledges that there are fees charged to students for these articulated credits through the Prior Learning Assessment process as more fully described below and are the responsibility of the student.
- 4.3 ORGANIZATION may at its discretion reimburse students for the Prior Learning Assessment process internally or may apply for a direct bill payment method by going to <https://ecampus.phoenix.edu/pla/default.asp>.

5. Employee/Student Responsibilities

- 5.1 It is the responsibility of the employee/student to submit a request for prior learning assessment of their training. Students must submit a certificate specifying the number of classroom hours and date of completion, official training record, or other verification of course completion.
- 5.2 All submitted coursework contained in the CRG and used by UNIVERSITY for credit evaluation will be subject to all UNIVERSITY policies, procedures and fees in effect at the time of submission. Students who submit coursework for credit evaluation that does not appear in the CRG may be subject to additional evaluation fees. It is the responsibility of the employee/student to pay any and all fees occurred in the evaluation process.
- 5.3 There is no guarantee that any credits awarded to students through UNIVERSITY's Prior Learning Assessment process will transfer to other colleges or universities. In addition, certain states may have restrictions on the amount of credit that can be awarded to students.

6. Marketing Responsibilities

- 6.1 UNIVERSITY will create, manage and update a co-branded web site and ORGANIZATION will cooperate with UNIVERSITY in establishing links from its internal ORGANIZATION web site(s) to the co-branded web site.
- 6.2 The parties shall work together to specify the appropriate venues for which University personnel can hold at a minimum annual information meetings.
- 6.3 The parties shall work together to coordinate details for University and ORGANIZATION's communication to its employees and students. Such communication shall include, but not be limited to, updates, announcements, information to schedule in-person meetings with ORGANIZATION's employees and/or students.
- 6.4 Each party agrees shall provide to the other marketing materials (including logos subject to paragraph 7 below) for use in furthering the purpose of this Agreement.
- 6.5 Each Party will be responsible for its own costs regarding its responsibilities under this Paragraph.

7. Intellectual Property

- 7.1 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, and logos, and other intellectual property rights, as they now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement. Apollo Group, Inc. as the parent company of University, is the owner of both federal and common law trademarks and service marks.. The Guidelines for the proper use of Apollo's

trademarks, service marks and domain names can be located at www.apollogrp.edu/trademarks.

7.2 Without limiting the foregoing, to the extent marketing material or content of either party, regardless of medium, is: (a) used by the other party; (b) jointly developed between the parties; or (c) developed by one party on behalf of the other, that material or content may only be used for advancing the purposes of this Agreement while it is in effect and shall only be used with both parties' consent. The parties shall notify the other of their process for obtaining consent and approvals of marketing materials. Unless otherwise specifically stated in this Agreement, any Intellectual Property shared between the parties for advancing the purposes of this Agreement shall be treated as confidential and proprietary information by the receiving party and the receiving party shall use it as set forth in this Agreement and shall otherwise take such means to protect it as it uses to protect its own Intellectual Property

7.3 Each party acknowledges that the unauthorized use of the other party's Intellectual Property would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of the obligations set forth herein, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. This provision shall survive termination of the Agreement.

8. Intentionally left blank

9. Term and Termination of Agreement

9.1 This Agreement shall be effective as of the date the agreement is fully executed by both party's below and shall remain in effect until terminated.

9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.

9.3 In the event this Agreement is terminated, ORGANIZATION agrees to allow its name and the CRG to remain intact and published by UNIVERSITY so that current and future students can benefit from any training courses listed on the CRG for articulation and the transfer of credit.

9.4 If UNIVERSITY believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or its license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, UNIVERSITY shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

10. Relationship of the Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor

11. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice

shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

(a) If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L401

(b) If to ORGANIZATION
Virginia Department of Fire Programs
Attn: Willie G. Shelton Jr., Executive Director
1005 Technology Park Drive
Glenn Allen, VA 23059

With a copy to:

University of Phoenix
Attn: Academic Legal Services
4615 E. Elwood St.
Phoenix, AZ 85040
Mail Stop: AA-C710

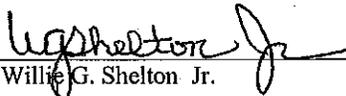
12. Miscellaneous Provisions

- 12.1 This Agreement may be executed by facsimile. Said facsimile shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 12.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 12.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 12.4 This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 12.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 12.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 12.7 This Agreement is for the benefit of UNIVERSITY and ORGANIZATION only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX

VIRGINIA DEPARTMENT OF FIRE PROGRAMS

By: _____
Tandy Elisala

By:  _____
Willie G. Shelton Jr.

Title: _____
Vice President University Services

Title: _____
Executive Director

Date: _____

Date: 18 May 2009