

**ARTICULATION AGREEMENT
BETWEEN
ALLEGANY COLLEGE OF MARYLAND
ASSOCIATE OF APPLIED SCIENCE IN BUSINESS MANAGEMENT
AND
CALIFORNIA UNIVERSITY OF PENNSYLVANIA'S
BACHELOR OF SCIENCE DEGREE IN BUSINESS ADMINISTRATION**

THIS AGREEMENT, dated this 30th day of October 2009, is made by and between, Allegany College of Maryland, hereinafter called "ACM", located at 12401 Willowbrook Road, SE, Cumberland, MD 21502, and California University of Pennsylvania, located at 250 University Avenue, California, Pennsylvania, hereinafter called "CAL U".

ACM and CAL U acknowledge their shared mission to provide quality higher education programs, which meet the needs of the region and provide a workforce of highly trained residents.

The primary purpose of this agreement is to enhance the transferability between ACM's Associate of Applied Science in Business Management and CAL U's Bachelor of Science Degree in Business Administration. A secondary purpose is to provide faculty and administration of both institutions with more precise guidelines for advising students interested in pursuing a Bachelor of Science Degree in Business Administration.

Appendix A, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses that will be accepted from ACM and the CAL U equivalencies to those courses. Appendix B, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses necessary for the Bachelor of Science Degree in Business Administration from CAL U.

I. MUTUAL TERMS AND CONDITIONS

- A. **Term of the Agreement.** This agreement shall be in effect for five (5) years from the date of signature and will be reviewed annually for accuracy.
- B. **Termination of the Agreement.** ACM and CAL U may terminate this Agreement for any reason or no reason with ninety (90) days written notice from either party. Either party may terminate this Agreement in the event of a substantial breach. However, should either party terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- C. **Non discrimination.** The parties agree to continue their respective policies of nondiscrimination and related procedures to insure such based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.

- D. **Interpretation of the Agreement.** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- E. **Modification of Agreement.** This Agreement shall only be modified in writing with the same formality as the original Agreement.
- F. **Relationship of Parties.** The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- G. **Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- H. **Entire Agreement.** This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. Any changes, corrections or additions to this contract shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction, or addition.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

Allegany College of Maryland:

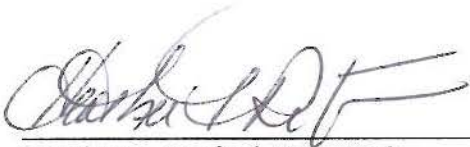
California University of Pennsylvania:



Dr. Bruce K. Exstrom, President
Allegany College of Maryland



Geraldine M. Jones, Provost and
Vice President for Academic Affairs
California University of Pennsylvania



Heather F. Perfetti, J.D., M.S
Vice President of Instructional Affairs
Allegany College of Maryland

Reviewed and approved as to form and legality:



University Legal Counsel

2/17/10

Date of final signature

FEB 17 2010

FEB 17 2010

FEB 17 2010