

**ARTICULATION AGREEMENT  
BETWEEN  
ALLEGANY COLLEGE OF MARYLAND'S  
ASSOCIATE IN SCIENCE DEGREE IN ARTS AND SCIENCES  
including the Penn State Nanotechnology Capstone Program  
AND  
CALIFORNIA UNIVERSITY OF PENNSYLVANIA'S  
BACHELOR OF SCIENCE DEGREE IN INDUSTRIAL TECHNOLOGY  
NANOFABRICATION MANUFACTURING TECHNOLOGY  
CONCENTRATION**

**THIS AGREEMENT**, dated this 3rd day of May 2010, is made by and between, Allegany College of Maryland hereinafter referred to as "ACM" located at 12401 Willowbrook Road, Cumberland, MD 21502 and California University of Pennsylvania, hereinafter referred to as "CAL U", located at 250 University Avenue, California, Pennsylvania 15419.

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 in Science Degree's in Arts and Sciences (including the Penn State Nanotechnology Capstone Program) into CAL U's Bachelor of Science in Industrial Technology Nanofabrication Manufacturing Technology Concentration. 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 Industrial Technology.

This agreement does not exclude students from transferring to majors other than Industrial Technology. Exhibit A, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses that will be accepted from ACM. Exhibit B, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses necessary for the Bachelor of Science Degree in Industrial Technology Nanofabrication Manufacturing Technology Concentration from CAL U.

**I. MUTUAL TERMS AND CONDITIONS**

- a. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution and will be reviewed annually for accuracy. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* Either party may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site 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. *Nondiscrimination.* 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 regard to this relationship.

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

Allegany College of Maryland:

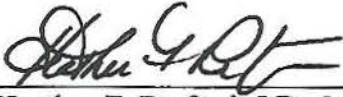
California University of Pennsylvania:



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

5/19/2010

Date of final signature

