

This Articulation Agreement (“Agreement”) is made and entered into on this **[DATE]** (“Effective Date”), by **[NAME OF UNIVERSITY]**, located at **[address of university]** (“Institution”), and **Sophia Learning, LLC**, located at 225 S. 6th St. Minneapolis, MN 55402 (“Sophia”), together referred to as the “Parties” and individually referred to as “Party.”

A. Recitals

1. The American Council on Education’s (ACE) College Credit Recommendation Service (ACE CREDIT)[®] has evaluated and recommended college credit for certain Sophia courses (collectively, the “Sophia Courses”).
2. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. Institution and Sophia are separate and independent institutions and intend to remain so.
3. Implementation and interpretation of this Agreement will be consistent with applicable and mandatory policies and procedures established by the accrediting and governing bodies of either Party or other agencies having jurisdiction over the operation of either Party.
4. The terms and conditions of this Agreement are subject to change by law or applicable government rules and regulations.

B. Purpose

The Parties intend by this Agreement to cooperate for the purposes of enabling Institution to recognize Sophia Courses for credit in the Institution’s undergraduate degrees.

C. General Institution Requirements and Procedures

Individuals who complete Sophia Courses and seek Institution academic credit for such courses must (i) be enrolled at Institution as students in good standing and (ii) meet course and program requirements. Institution will not charge tuition for the Sophia courses that it recognizes as credit.

Students will be granted admission to Institution based on academic requirements and upon further satisfaction of all other conditions for admission as stated in the Institution catalog. Institution admission requirements may be viewed at the branded partner page established for **[NAME OF UNIVERSITY]**.

D. Term and Termination

The term of this Agreement shall be in effect for a period of (1) one year and shall automatically renew for successive (1) one-year terms unless either party provides notice of its intention to not renew at least (60) sixty days prior to the completion of the initial term or any subsequent terms of this agreement. Sophia and Institution reserve(s) the right to terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other Party.

E. Services to be Provided

BY INSTITUTION:

1. Institution must attach an appendix that details how Institution will recognize Sophia Courses as credit hours for Institution programs of study (to be attached as Appendix 1).
2. Institution is solely responsible for how it recognizes Sophia Courses at Institution.

BY SOPHIA:

1. Sophia agrees to use the information listed in Appendix 1 when discussing how Institution will recognize Sophia Courses as credit.
2. Sophia will send official transcripts electronically in PDF format via email or e-transcript system to the email address designated by Institution upon course completion.
3. Sophia will provide student support through Sophia Learning Coaches.

F. Trademarks/Service Marks

Each Party grants the other a non-exclusive, royalty-free license during the Term to use the name and mark of the other (the “Marks”) strictly for purposes of performance under this Agreement. In no event shall the terms and conditions of this license permit either Party to sublicense the other Party’s Marks to any third party without express prior written permission. The content and text of all promotional information must be pre-approved, in writing, by each Party prior to release. Upon termination of this Agreement, the Parties will promptly cease and desist its use of other Party's marks, brand assets, or any other likeness in any and all written materials of any kind and shall refrain from representing orally or in writing that it is affiliated with the other Party.

G. Reservation of Rights

Sophia retains all right, title and interest in the Sophia Courses including but not limited to, all rights to patent, copyright, trade secret, and all other proprietary rights. Title to Institution brand assets shall at all times remain with Institution. Each Party reserves all rights unless expressly granted in this Agreement.

H. Confidentiality

For purposes of this Agreement, “Confidential Information” shall include each Party’s student and prospective student lists, leads and lead sources, data and related personal identifiable information (“PII”), proprietary technology, business processes and technical product information, designs, issues, and any information that is clearly identified in writing as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (a) already was known to the receiving party prior to the disclosure of such information to such party; (b) is publicly available or generally known; (c) is disclosed to the receiving party by a third party under no obligation of confidentiality with respect to the information designated as confidential; or (d) has been independently

developed by the receiving party without reference to the information designated as confidential.

Each Party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and (d) to make Confidential Information available to authorized persons only on a “need to know” basis. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or a regulation, provided notice is first provided to the disclosing Party.

I. Entire Agreement; Amendments

This Agreement contains the entire and complete understanding and intent of the Parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions, or offers, whether written or oral. This Agreement may not be modified, altered, or amended except by a written instrument signed by both Parties, except as otherwise provided herein.

J. Notification

All notifications and other communications hereunder shall be in writing and shall be deemed to have been given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified, or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth below.

Institution:

[name of university]

[address of university]

[city, state, zip of university]

Attn: [name of point of contact]

E-mail: [email address of point of contact]

To Sophia Learning, LLC (SOPHIA):

Sophia Learning, LLC

225 S. 6th St.

Minneapolis, MN 55402

Attn: [name of Sophia contact]

E-mail: [email address of Sophia contact]

Phone: [phone number of Sophia contact]

contact]

K. Governing Law and Venue

This Agreement shall be governed and construed according to the laws of the State of Minnesota without regard to any choice of law provision contained therein. The Parties agree that any action arising in connection with this Agreement will be brought in Hennepin County District Court, Minnesota, or the U.S. Federal District Court for the District of Minnesota.

L. Relationship of Parties

This Agreement is intended to constitute a contract for the express purposes described herein, and is not intended to be construed as or to create a partnership or joint venture between Sophia and the Institution. Neither party shall be authorized to bind or commit the other party to any contract, agreement or other obligation whatsoever. The relationship is not exclusive, and in no way limits either Party's ability to enter into agreements with other entities.

M. Counterparts

This Agreement may be executed by electronic or hardcopy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Agreement.

[NAME OF UNIVERSITY]

SOPHIA LEARNING, LLC

Signature

Signature

Name

Shawna Thayer

Name

Title

CEO, Sophia Learning, LLC

Title

Date

Date

APPENDIX 1

Sophia Transcripts will be sent directly to this email address **[Email address to be used]** at **[NAME OF UNIVERSITY]**.

[name of university]

[address of university]

[city, state, zip of university]

Sophia Courses	Sophia Course Code	ACE ID	Sem Credits	Course Equivalent
Anatomy and Physiology I	SCIE1050	SOPH-0073	3	
Anatomy and Physiology I Lab	SCIE1051	SOPH-0072	1	
Anatomy and Physiology II	SCIE1055	SOPH-0081	3	
Anatomy and Physiology II Lab	SCIE1056	SOPH-0082	1	
Ancient Greek Philosophers	PHIL1001	SOPH-0027	3	
Approaches to Studying Religions	REL1001	SOPH-0008	3	
Art History I	ArtHist1001	SOPH-0006	3	
Art History II	HUMA1012	SOPH-0029	3	
Business Communication	BUSI1025	SOPH-0059	3	
Business Ethics	BUSI1020	SOPH-0076	3	
Business Law	BusLaw1001	SOPH-0032	3	
Calculus I	MATH1040	SOPH-0060	4	
Career Readiness	CRED1010	SOPH-0066	3	
College Algebra	MATH1001	SOPH-0001	3	
College Readiness	COLLEGE1001	SOPH-0031	3	
Conflict Resolution	HUMA1041	SOPH-0007	3	
Critical Thinking	PHIL1005	SOPH-0065	3	
Criminology	SOSC1050	SOPH-0084	3	
Developing Effective Teams	BUS1200	SOPH-0021	1	
English Composition I	ENG1001	SOPH-0015	3	
English Composition II	ENG1002	SOPH-0030	3	

Environmental Science	ENVS1001	SOPH-0016	3	
Financial Accounting	BUSI1010	SOPH-0010	3	
Foundations of English Composition	ENG0050	SOPH-0019	3	
Foundations of Statistics	ST0050	SOPH-0017	2	
French I	FREN1001	SOPH-0077	3	
Health, Fitness, Wellness	HLTH1011	SOPH-0080	3	
Human Biology	SCIE1020	SOPH-0002	3	
Human Biology Lab	SCIE1021	SOPH-0067	1	
Human Resource Management	BUSI1080	SOPH-0089	3	
Introduction to Business	BUS1001	SOPH-0014	3	
Introduction to Career Readiness	CRED1001	SOPH-0061	1	
Introduction to Chemistry	CHEM1001	SOPH-0056	3	
Introduction to Chemistry Lab	CHEM1002	SOPH-0070	1	
Introduction to College Mathematics	MATH1020	SOPH-0055	3	
Introduction to Criminal Justice	CRIM1001	SOPH-0090	3	
Introduction to Ethics	PHIL1002	SOPH-0020	3	
Introduction to Information Technology	CS1001	SOPH-0023	3	
Introduction to Java Programming	CS1101	SOPH-0062	3	
Introduction to Networking	CS1015	SOPH-0068	3	
Introduction to Nutrition	HLTH1010	SOPH-0063	3	
Introduction to Psychology	PSYC1010	SOPH-0048	3	
Introduction to Python Programming	CS1100	SOPH-0058	3	
Introduction to Relational Databases	CS1011	SOPH-0047	3	
Introduction to Sociology	SOCI1010	SOPH-0051	3	
Introduction to Statistics	STAT1001	SOPH-0005	3	
Introduction to Web Development	CS1005	SOPH-0043	3	
IT Career Exploration	CS1003	SOPH-0041	1	
Lifespan Development	HLTH1020	SOPH-0078	3	
Macroeconomics	ECON1001	SOPH-0012	3	

Managerial Accounting	BUSI1011	SOPH-0079	3	
Microbiology	SCIE1045	SOPH-0074	3	
Microbiology Lab	SCIE1046	SOPH-0075	1	
Microeconomics	ECON1002	SOPH-0011	3	
Operations Management	BUSI2030	SOPH-0086	3	
Organizational Behavior	BUSI2015	SOPH-0083	3	
Personal Finance	ECON1010	SOPH-0044	3	
Precalculus	MATH1035	SOPH-0069	3	
Principles of Finance	FIN1001	SOPH-0033	3	
Principles of Management	BUSI1013	SOPH-0054	3	
Principles of Marketing	BUSI2020	SOPH-0085	3	
Project Management	PM1001	SOPH-0013	3	
Public and Community Health	HLTH1030	SOPH-0087	3	
Public Speaking	COMM1002	SOPH-0024	3	
Spanish I	SPAN1001	SOPH-0057	3	
Spanish II	SPAN1002	SOPH-0064	3	
The Essentials of Managing Conflict	ConRes1000	SOPH-0026	1	
U.S. Government	HIST1020	SOPH-0071	3	
US History I	HIST1001	SOPH-0022	3	
US History II	HIST1002	SOPH-0025	3	
Visual Communications	COMM1005	SOPH-0009	3	
Workplace Communication	COMM1010	SOPH-0034	3	
Workplace Writing I	ENG1010	SOPH-0050	3	
Workplace Writing II	ENG1020	SOPH-0049	3	