



**LETTER OF UNDERSTANDING
BETWEEN DREXEL E-LEARNING AND
MONTGOMERY COLLEGE A.D.N. TO RN-BSN**

December 5th, 2013

This Letter of Understanding is between Montgomery College ("MCMD") located at 7600 Takoma Avenue Takoma Park, MD 20912-4197, and Drexel eLearning, Inc. ("DeL") located at 3001 Market Street, Philadelphia, PA 19104.

This Understanding covers specific responsibilities to be undertaken by MCMD and by DeL.

This letter of understanding is divided into three sections. **Section I** is the basic understanding governing this specific project undertaken by MCMD with DeL. **Section II** includes DeL's BSN Requirements with acceptable MCMD courses. **Section III** focuses on the financial arrangement between MCMD and DeL.

SECTION I: Roles of MCMD and DeL

DeL will:

- Waive the application fee for MCMD students applying to DeL's Program to Program RN-BSN Program
- To serve as a basis for evaluation of the program, DeL will provide aggregate statistical information regarding application, applicant credentials and admissions decisions, in addition to aggregated academic progress data. This information will be shared annually with MCMD.
- Develop and maintain a web page specifically for the use of MCMD students, both current and graduates, as well as employees, their spouses/ significant others, and dependent children listing all online educational courses in this Letter of Understanding that will be offered at a reduced tuition rate, as stated in this Letter of Understanding.
- Manage all course registrations placed through the MCMD – DeL web page.
- Produce at no cost to MCMD any marketing materials related to MCMD – DeL partnership

MCMD will:

- Assist in planning and promoting a Launch Event to announce the formation of the partnership between DeL and MCMD.
- Work with DeL to promote courses, as listed below, and degree programs through whichever MCMD outlets they see as fit.
- Work with DeL to schedule on-campus visits to speak with MCMD students and faculty about the partnership, and distribute information about these events and other DeL opportunities to MCMD students and faculty.

Term: This Letter of Understanding shall commence December 5th, 2013 and will remain in effect unless terminated by written notice from either party. Changes to this document can be made in writing with mutual consent. This Letter of Understanding will be renewed every two years. Should the partnership be terminated/dissolved for any reason, all students enrolled in programs at that time will be entitled to continue to take advantage of the partnership benefits through graduation, however the partner page will be removed from the website and no further marketing action will be taken.

Marketing: This document does not provide DeL the right to use any logos or trademarks of MCMD or any of its organizational units for any purpose whatsoever outside of the general co-branded marketing materials created for the purpose of communicating partnership benefits, site visit promotion and program marketing. Approved usage of the MCMD logos and



trademarks must follow established and published guidelines for logo use with any use approved by MCMD in writing. Any questions concerning logo use must be referred to MCMD directly for resolution.

This document does not provide MCMD the right to use any logos or trademarks of Drexel University or any of its organizational units for any purpose whatsoever outside of the general co-branded marketing materials created for the purpose of communicating partnership benefits, site visit promotion and program marketing. Approved usage of the Drexel University logos and trademarks must follow established and published guidelines for logo use with any use approved in writing. Any questions concerning logo use must be referred to DeL directly for resolution.

DeL will produce marketing materials for MCMD approval prior to use. A joint marketing plan will be approved and activities may include such items as: development of co-branded brochure, internal communications materials, and articles in appropriate MCMD publications, mailings to employees, e-mail communications, flyers, posters, and presentations at appropriate meetings or events. Each would be subject to prior approval of MCMD.

General:

All activities of the parties hereunder shall be consistent with federal, state and local laws, including antitrust laws and applicable sections of the Internal Revenue Code.

Neither party is authorized by the other party under this agreement to act on behalf of or in the name of the other party. Neither party shall have the authority to bind the other in contract, debt or otherwise.

This document does not require MCMD to undertake any obligations in Maryland, all such activities by MCPD in MD shall be at the sole discretion of MCMD. This document constitutes the entire understanding of the parties and supersedes all previous agreements entered into. This document shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be deemed to have been accepted in said state. It may not be changed orally. Once a student is enrolled at Drexel University any controversy or claim arising out of or relating to this document, or the breach thereof, as to that student, shall be settled by arbitration in Philadelphia, PA in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION II: Course Evaluation and Requirements

Requirements: Criteria for MCMD A.S.N. students to be eligible for application to and acceptance at Drexel while enrolled at MCMD:

- May apply no sooner than the last two semesters of the A.S.N. program
- Have a 2.0 GPA or higher
- Submit all official transcripts to Drexel
- Complete the online application at www.drexel.com/MCMD

Requirements that must be completed once accepted into the Drexel BSN program, prior to enrolling in classes:

- Submit final transcript
- Submit a copy of active RN license
- Complete all pre-requisites (60 credit hours) with a grade of C or higher

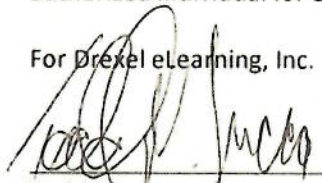


SECTION III: Financial Arrangement

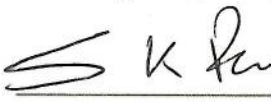
- DeL will provide a Drexel reduced tuition rate (Exhibit I) to any MCMD nursing program graduate, current student, employee, employee's spouse, significant other, or dependent child who participates in online programs and courses offered through this relationship, as stated in this Letter of Understanding.
- DeL will provide students with the forms required by Drexel University for access to the deferred billing program, which permits deferred payment of tuition until the first week of classes of the following term if the student works for an employer who reimburses the tuition.

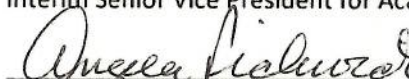
It is understood that no agreement has been entered into prior to this document being fully completed and executed by an authorized individual for each party. If the above terms and conditions are acceptable, please sign and return to DeL.

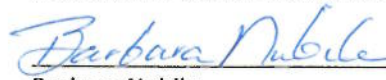
For Drexel eLearning, Inc.

 12/5/13
Date
Todd Lucca
Senior Vice President,
Marketing and Business Development

For Montgomery College

 12/18/13
Date
Dr. Sanjay Rai
Interim Senior Vice President for Academic Affairs

 12/10/13
Date
Angela Pickwick
Instructional Dean, Health Sciences

 12/6/13
Date
Barbara Nubile
Associate Dean/Director, Nursing