

SAYLOR ACADEMY AND MORGAN STATE UNIVERSITY
COLLEGE CREDIT TRANSFER AGREEMENT

This College Credit Transfer Agreement (“Agreement”) by and between the Constitution Foundation d/b/a the Saylor Academy ("Saylor"), a not-for-profit foundation located in Washington, D.C. and Morgan State University, an agency and instrumentality of the State of Maryland located at 1700 E. Cold Spring Lane, Baltimore, Maryland 21251 ("Morgan State"). Saylor and Morgan State may hereinafter be referred to individually as a “Party” or, collectively, as the “Parties”.

Whereas, Morgan State is an accredited, recognized leader in providing flexible, high-quality, collegiate learning opportunities with a history of serving underserved populations in higher education; and

Whereas, Saylor, a respected open education provider that, among other things, builds freely available college level courses, desires to provide affordable pathway options for students seeking traditional college credit to help them complete college degrees and/or seek other forms of recognition for completing select Saylor courses; and

Whereas, Morgan State and Saylor desire to work together to provide new pathways to increase access to higher education and otherwise develop innovative solutions toward that end.

NOW, THEREFORE, in exchange for the mutual promises and covenants herein, intending to be legally bound, Saylor and Morgan State now agree to the following terms:

1. ACCEPTANCE OF SELECT COURSES FOR CREDIT.

(a) Morgan State agrees to accept transfer credits from courses offered by Saylor that have been reviewed and recommended by the American Council on Education in accordance with Morgan State’s Transfer Student Policy. Morgan State will provide Saylor with a list of course equivalencies that Saylor may post on its website and indicate the maximum number of transfer credits allowed from non-collegiate credit providers, such as Saylor. The maximum number of credits that will be accepted by Morgan State toward degree requirements from non-direct classroom instruction (including College Level Examination Program (CLEP), Advanced Placement (AP), International Baccalaureate, and other select nationally-recognized standardized examination scores, and other four-year institutions) is ninety (90) credits. Equivalent courses will appear under the American Council on Education (ACE) in the National Guide to College Credit for Workforce Training Exams and Courses.

(b) Morgan State agrees to inform Saylor of any student fees, or changes thereto, directly related to administering and accepting these transfer credits to allow Saylor to post those fees on its site for prospective students.

(c) Morgan State agrees to inform Saylor of any changes to its Transfer Student Policy .

2. Intellectual Property and Usage.

Each Party must receive the other Party's written consent before using the trade names, trademarks, service marks, and/or indicia of the other party. Morgan State pre-approves the use of its trade name and marks set forth in Exhibit A solely to promote this Agreement.

3. Student Privacy.

Morgan State and Saylor will protect student privacy in a professional manner with due care and skill in accordance with their respective privacy policies and all applicable laws, including the Federal Educational Rights and Privacy Act (FERPA)(20 U.S.C. § 1232g; 34 CFR Part 99).

4. Term and Termination.

(a) This Agreement will have a three (3) year term commencing on May 5, 2021 and ending on May 4, 2024 and may be amended or extended upon written agreement by the Parties.

(b) Notwithstanding any other provision contained herein, either Party may terminate the Agreement for convenience (*i.e.*, for any reason or no reason) during the term upon at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this paragraph, neither Party shall have any liability or obligation to the other Party.

(c) Either Party may terminate the Agreement upon a material breach by the other Party if such breach remains uncured for ninety (90) days following receipt of written notice to cure by the breaching Party.

(d) If this Agreement is terminated, all students identified on or before the effective date of termination will be able to complete their studies in accordance with the terms of this Agreement that are relevant to their specific circumstances.

5. Notices. Any required notices or other contractual communications, such as

termination, hereunder shall be made in writing and served by personal delivery, registered or certified mail, return receipt requested, to the person(s) at the address set forth below or such other address as may be designated in writing hereafter, in the same manner:

If to Morgan State:
Dr. David Wilson, President
Morgan State University
1700 East Cold Spring Lane
Baltimore, Maryland 21251
Tel: 443-885-3220

with copies to:
Dr. Solomon Alao
Office of Assessment
Morgan State University
1700 East Cold Spring Lane
Baltimore, MD 21251
Tel: 443-885-3359

Rhonda Shields
Office of the Registrar
Morgan State University
1700 East Cold Spring Lane
Baltimore, MD 21251
Tel: 443-885-3300

If to Saylor:
Jacqueline Arnold
Manager, Strategic Communications
and Relationships
The Constitution Foundation,
(dba Saylor Academy)
1875 Connecticut Avenue, N.W.
10th Floor
Washington, DC 20009
Tel: 202-333-4005

With a copy to:
Jeff Davidson
Executive Director
The Constitution Foundation
(dba Saylor Academy)
1875 Connecticut Avenue, N.W.
10th Floor
Washington, DC 20009
Tel: 202-333-4005

6. Entire Agreement. This Agreement, including attached schedules and exhibits if any, which by reference are fully incorporated as if set forth in entirety herein, constitute the entire agreement between the parties related to the subject matter. This Agreement may be executed through signatures to any number of counterparts, but any or all of such counterparts and documents shall constitute but one agreement. This Agreement shall not be modified, amended, or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement (i) is in writing; (ii) refers to this

Agreement; and (iii) is executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral between the Parties.

7. Representations and Warranties.

Morgan represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this Agreement. Nothing in the terms of this Agreement shall abrogate the responsibilities assigned to Morgan under applicable state and federal laws and regulations, or the policies of Morgan's Board of Regents for the development of curricula, the assessment of student learning, the transfer of students, nor the award of academic degrees.

Saylor represents and warrants that it is a non-profit organization operating in Washington, D.C. and has the legal capacity to enter into this Agreement.

8. Student Educational Records. Notwithstanding any other provision of this Agreement, all information relating to student educational records shall be treated in accordance with Maryland law and FERPA.

9. Independent Contractors. Nothing in this Agreement shall be deemed or implied to create a joint venture or partnership of any kind among Morgan and Saylor. Neither Morgan nor Saylor shall have the right to contract on behalf of or bind the other Party or make any commitment, representation or warranty for or on behalf of the other Party.

10. Governing Law. This Agreement will be governed by the laws of the State of Maryland.

11. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

12. Non-Discrimination. Morgan and Saylor agree not to discriminate against any person on the basis of age, race, color, creed, gender, gender identity or expression, religion, national origin, marital status, sex or sexual orientation, veteran status or disability.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized representatives, as of the day and year first above written.

FOR MORGAN STATE UNIVERSITY

BY:  _____ DATE: 09-Jul-21 | 5:14 PM EDT
Dr. David Wilson
President

FOR THE SAYLOR ACADEMY

BY:  _____ DATE: 20-May-21 | 8:54 PM EDT
Jeffery S. Davidson
Executive Director