

**Articulation Agreement  
Between  
Gateway Education, LLC  
And  
South University**

Gateway Education, LLC (hereinafter "GATEWAY") 107 North State Road 135, Suite 302; Greenwood, IN 46142 and (South University) (herein after "UNIVERSITY") hereby establish this Articulation Agreement (hereinafter "AGREEMENT") entered into on this 23<sup>rd</sup> day of February, 2021 to facilitate higher education program engagement through The UNIVERSITY for students who complete programs and/or earned industry certifications through GATEWAY.

**Whereas**, This Agreement will become effective on the date specified above and will remain in effect, as written for a period of 5 (five) years. Unless terminated by either party, by providing a 90 (ninety) day notice. This agreement will automatically renew for 3 (three) consecutive 5 (five) year terms.

**Whereas**, GATEWAY will execute this agreement with the UNIVERSITY, but reserves the right to utilize Distance Learning Systems Indiana, Inc., a company with common ownership providing essential products and services to help fulfill the terms set forth herein.

**Whereas**, GATEWAY desires to promote academic programs offered by the UNIVERSITY to current, former and future GATEWAY students utilizing the GATEWAY online learning platform to deliver various courses offered by GATEWAY that meet the standards and requirements of the UNIVERSITY. GATEWAY will also provide on-demand courses to students referred to GATEWAY by the UNIVERSITY.

**Now therefore**, in consideration of the mutual benefits and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**PURPOSE**

- This AGREEMENT formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students seeking a higher education program following their completion of GATEWAY programs, and/or earned industry certifications. This commitment strongly supports the concept of a seamless transfer that embraces the principle that transfer students should not be required to repeat competencies already achieved.
- Both institutions enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of education. Each institution, furthermore, is dedicated to serving students from all walks of life, regardless of race, ethnicity, religion, sex, disability, color, age, marital status, national origin or other non-merit factors.
- Under the terms and conditions of this AGREEMENT, GATEWAY students will be provided the opportunity to maximize, as much as possible, their GATEWAY coursework for transfer credit into the "UNIVERSITY." The credit equivalencies for GATEWAY coursework are reflected in the Articulation Agreement course equivalency chart.

This AGREEMENT provides a structure through which (1) transfer credits for GATEWAY program coursework may be supported and accepted toward degree requirements for graduation, and (2) the UNIVERSITY may refer students to GATEWAY to complete coursework required for graduation and/or for courses not immediately available through the UNIVERSITY. Students referred to GATEWAY by the UNIVERSITY will be granted "PRIORITY STATUS" in order to ensure referrals from the UNIVERSITY to GATEWAY successfully complete these courses in the shortest amount of time possible.

### **TRANSFER ELEMENTS**

This AGREEMENT establishes the principle that all articulated GATEWAY coursework will transfer to the UNIVERSITY, and that GATEWAY students will not be required to repeat completed equivalent courses at the UNIVERSITY in accordance with the transfer credit equivalencies reflected in the course equivalency chart. All credits from courses that are completed at GATEWAY with a grade of C or higher, unless particular program requirements of the UNIVERSITY specify a higher grade, and/or passing scores on standardized exams such as CLEP and DANTES will be accepted and applied toward a designated/appropriate university degree(s) or Certificate Program(s). Corresponding credits from courses completed with a grade lower than C will not transfer.

GATEWAY students shall follow course/credit transfer processes of the UNIVERSITY and, therefore, must meet all applicable requirements and deadlines pertaining to application for admission, advising, registration, and payment of tuition and fees.

Appendix 'A' provides a listing of approved ACE courses taken with GATEWAY and the transfer equivalency of each course to the UNIVERSITY. Mutually agreed upon updates to the courses listed in Appendix 'A' can be made without requiring the engagement of a new Articulation Agreement.

### **Total Number of Transferable Credits**

Regardless of the credit value of GATEWAY program coursework and/or earned industry certifications reflected in the course equivalency chart, The UNIVERSITY holds that the maximum number of credits that can be accepted and applied to a degree offered by the UNIVERSITY is 60 semester credits or 90-quarter credit hours. Transferable credits may not exceed 50% of the credits applied to any program, including certificates unless specified otherwise in writing by the University.

### **Evaluation Process**

There may be an annual evaluation process of the partnership supported by this AGREEMENT. The information obtained from this evaluation will be used to improve the transfer process for the benefit of students. It is understood that enrollment by students into the University will be delayed until GATEWAY coursework is completed and ready for transfer.

### **OBLIGATIONS of the UNIVERSITY**

- All qualified GATEWAY students, GATEWAY staff, and families of GATEWAY staff admitted to the UNIVERSITY's undergraduate programs will be charged at 90% of the University's prevailing tuition rate pursuant to the signing of this Agreement. This benefit will also apply to current, and to former GATEWAY students. This rate will not apply to any GATEWAY students, current or former, GATEWAY Staff, and families of GATEWAY staff applying to any graduate-level program.
- The UNIVERSITY may refer its students to GATEWAY who wish to complete courses required for graduation when those courses are not readily available through the University.

GATEWAY will prioritize these students to ensure courses are completed efficiently and on schedule.

- The UNIVERSITY will provide materials, catalogs, and other information to GATEWAY in a digital format, to facilitate their understanding of the UNIVERSITY requirements and academic programs. The UNIVERSITY agrees to hold at least one advising event each year, at its own expense, at the request of GATEWAY, for GATEWAY prospective transfer students.
- The UNIVERSITY hereby grants GATEWAY and Distance Learning Systems Indiana, Inc. (DLSI) a nonexclusive, royalty-free worldwide license throughout the term of this AGREEMENT to use South University's approved principal trademarks and trade names (University Marks) of the University obtained directly from South University, including 1) campus images, (2) University logo, (3) list of degree programs offered, 4) credit transfer process, 5) other items that might be mutually agreeable to the parties. Shared marketing will promote, advertise, and market programs offered by the UNIVERSITY to GATEWAY students and prospective GATEWAY students. In no event shall the terms and conditions of this license permit GATEWAY or The UNIVERSITY to sublicense to any third party without prior written permission of The UNIVERSITY or GATEWAY, except as specifically provided in this AGREEMENT, neither party grants, assigns or otherwise transfers any interest or right in any intellectual property owned or used by the other party.
- The UNIVERSITY may place GATEWAY students, interested in attending the University, on its mailing lists and invite the students to participate in cultural events, social activities, and presentations open to the public and occurring on campus or in a virtual setting.
- If warranted by the student's academic achievement and/or special talents, the UNIVERSITY will inform student of scholarship opportunities
- The UNIVERSITY will inform students from GATEWAY of the possibilities of reverse transfer of credits that may be applied to complete an associate degree. However, the process must be initiated by the student by sending transcripts and documentation to the University of their choice.
- The UNIVERSITY will also list GATEWAY on any partner page(s) on their website.

#### **OBLIGATIONS OF GATEWAY EDUCATION, LLC**

- GATEWAY agrees to promote, advertise, and market the UNIVERSITY as a GATEWAY partner institution in a manner consistent with other such partners listed on the GATEWAY website and social media.
- GATEWAY understands it is not being engaged to act as a recruiter or admissions representative for the UNIVERSITY.
- When/if required, GATEWAY will provide the UNIVERSITY with any substantial curriculum updates prior to their release to enrolled GATEWAY students so that the UNIVERSITY may conduct a review for any necessary revisions to the course equivalency chart.
- GATEWAY will provide the UNIVERSITY with a primary contact and information to support referral of UNIVERSITY students to GATEWAY
- As a GATEWAY partner University, The UNIVERSITY will be entitled to a dedicated page on the GATEWAY website.

#### **JOINT OBLIGATIONS**

- Both GATEWAY and the UNIVERSITY will provide one to the other a primary contact to address questions and/or issues that may arise out of the execution of this agreement.
- GATEWAY and The UNIVERSITY agree to exchange data and documents that will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two institutions. The institutions will exchange admission, grades, and retention data after obtaining appropriate permission from the students involved and in compliance with all federal, state and local laws.
- GATEWAY completers transferring to the UNIVERSITY will receive advising from both institutions, assisting them in successful transition into the UNIVERSITY for program completion.
- Information about this AGREEMENT will be available at both institutions.
- Transfer articulation materials developed by an articulating institution are not valid without an AGREEMENT signed by an officer of each institution.
- The UNIVERSITY will collaborate with GATEWAY in the development, distribution, and accuracy of all transfer articulation products to ensure clarity and transparency for GATEWAY students and program completers, and as students of the UNIVERSITY.

**Day to Day Point of Contact:**

Gateway Education, LLC  
 Scott Livorno  
 Director of University Partnerships  
 E-mail: scottl@gatewayeducation.com  
 812-341-4270

South University  
 James McCoy, Jr.  
 Campus President, Tampa  
 jfmccoy@southuniversity.edu  
 813-393-3675

**NOTICES:**

All notices (other than routine, day to day management for normal administration, marketing and coordination of courses and credits) shall be in writing and shall be deemed to have been duly given and delivered five (5) days after being sent by certified mail, postage prepaid, return receipt requested, or one (1) business day after being delivered to a nationally recognized overnight carrier for next day delivery and provides for verification of service, or upon receipt if sent via email, as follows:

**Gateway Education, LLC (GATEWAY)**

David Christy  
 Gateway Education, LLC  
 107 North State Road 135  
 Suite 302  
 Greenwood, IN 46142  
 E-mail: davidc@gatewayeducation.com

**South University**

Dr. Brian McAulay  
 709 Mall Boulevard  
 Savannah, GA 31407  
 bmcaulay@southuniversity.edu

**IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to execute this Agreement on the date entered below.

**Gateway Education, LLC**  
David Christy  
President & Chief Operating Officer

 2/26/21  
Signature Date

**Contact Information:**

107 North State Road 135, Suite 302  
Greenwood, IN 46142  
888-955-3276  
[davidc@gatewayeducation.com](mailto:davidc@gatewayeducation.com)

**South University**  
Dr. Brian McAulay  
Vice Chancellor for Academic Affairs

**Brian McAulay**  
Digitally signed by Brian  
McAulay  
Date: 2021.02.26 16:22:38  
-05'00'

Brian J. McAulay  
Signature  
Feb. 26, 2021  
Date

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[bmcaulay@southuniversity.edu](mailto:bmcaulay@southuniversity.edu)