



This Articulation Agreement (“Agreement”) is made and entered into on this 8th day of November, 2022 (“Effective Date”), by **Columbia Southern University**, located at 21982 University Lane, Orange Beach, Alabama 36561 (“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 **Columbia Southern 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 or successive (1) one terms unless either party provides notice of its intention to not review at least (90) ninety days prior to the completion of the initial or any subsequent terms of this agreement. Sophia and Institution reserve(s) the right to terminate this Agreement, with or without cause, after ninety (90) 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.
3. Provide Sophia students and graduates with Institution degree program requirements and admission requirements, including its institutional policies, and procedures. Program information is located publicly on the Institution's website and in the Institution's university catalog.
4. Identify a point of contact, respectively, to coordinate the review of coursework and determine transfer of credit to Institution programs.
5. Reserve the right to modify degree program requirements at any time to preserve the Institution's best practices and program integrity. Institution's policies, regulations, procedures and curricula are subject to change without prior notice, if necessary, to keep the Institution in compliance with accrediting and regulatory guidelines.

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 to the email address designated by Institution upon course completion.
3. Sophia will provide student support through Sophia Learning Coaches.
4. Identify a point of contact, respectively, to coordinate the review of coursework and determine transfer of credit to Institution programs.
5. Provide, upon Institution's request and for the purposes of determining applicability to Institution degree programs, all Sophia materials, instructor qualifications, and copies of all current certifications. This does not include the following.
 - Instructor personal notes.
 - Student examination and assessment instruments.
 - Proprietary material from a third party and used by Sophia, provided the material can be reasonably excluded or extracted without significant impact to the lesson.
 - Confidential personnel records not subject to disclosure pursuant to state or federal law.
6. Notify Institution of any course changes that affect this Agreement, including courses that are added, dropped, or modified.

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.

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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:

Columbia Southern University
21982 University Lane
Orange Beach, AL 36561
Attn: Lori Raines
E-mail: lori.raines@columbiasouthern.edu

To Sophia Learning, LLC (SOPHIA)

Sophia Learning, LLC
225 S. 6th St.
Minneapolis, MN 55402
Attn: Collin Gillenwater
E-mail: collin.gillenwater@strategiced.com
Phone: (847) 804-0214

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. The Parties agree that neither Party shall be liable for the act, statements, or representations of the other party which in any way related to this Agreement.

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.

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

Columbia Southern University

Sophia Learning, LLC

Dr. Janell Gibson

Shawna Thayer

Signature

Signature

Dr. Janell Gibson

Shawna Thayer

Name

Name

Provost and Chief Academic Officer

CEO, Sophia Learning

Title

Title

11/10/2022

11/10/2022

Date

Date

APPROVED
By SEI Legal at 12:39 pm, Nov 08, 2022

Columbia Southern University

Columbia Southern University

Signature

Signature

Name

Name

Title

Title

Date

Date

APPENDIX 1

Sophia Transcripts will be sent directly to this email address **[Email address to be used]** at **Columbia Southern University**

Columbia Southern University
21982 University Lane
Orange Beach, Alabama 36561

SOPHIA Learning Exams	American Council on Education (ACE) Date Range	ACE Credit Recommendations	Columbia Southern University (CSU) Course Equivalency	CSU Semester Hours
Accounting	Nov. 1, 2013 to Sept. 30, 2016	3	ACC 2301 Principles of Accounting	3
	Oct. 1, 2016 to July 31, 2019			
	Aug. 1, 2019 to July 31, 2022			
	Nov. 1, 2022 to Oct. 31, 2025			
Ancient Greek Philosophers	March 1, 2018 to May 31, 2021	3	Humanities A/B	3
	June 1, 2021 to May 31, 2024			
Approaches to Studying Religions	May 1, 2013 to Feb. 28, 2018	3	PHL 2350 Philosophies of World Religions or Humanities A/B?	3
	March 1, 2018 to May 31, 2021			
	June 1, 2021 to May 31, 2024			
Art History I	May 1, 2013 to April 30, 2018	3	Humanities A/B	3
	May 1, 2018 to March 31, 2021			
	April 1, 2021 to March 31, 2024			
Art History II	Feb. 1, 2019 to April 30, 2022	3	Humanities A/B	3

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	May 1, 2022 to April 30, 2025			
Business Communication	May 1, 2022 to April 30, 2025	3	COM 2301 Professional Communication	3
Business Law	June 1, 2020 to May 31, 2023	3	BUS 3301 Business Law	3
Calculus I	June 1, 2022 to May 31, 2025	4	MAT 2303 Calculus	4
College Algebra	March 1, 2013 to Feb. 27, 2016	4	MAT 1302 College Algebra	4
	March 1, 2016 to Jan. 31, 2019	3	MAT 1302 College Algebra	3
	Feb. 1, 2019 to April 30, 2022			
	May 1, 2022 to April 30, 2025			
College Readiness	Dec. 1, 2019 to Nov. 30, 2022	3	Open Electives	3
Communication at Work	Aug. 1, 2020 to July 31, 2023	3	COM 2301 Professional Communication	3
	March 1, 2016 to Jan. 31, 2019	3	Social and Behavioral Sciences	3
	Feb. 1, 2019 to April 30, 2022			
	May 1, 2022 to April 30, 2025			
Developing Effective Teams	Oct. 1, 2016 to Nov. 30, 2018	1	Open Electives	1
	Dec. 1, 2018 to Nov. 30, 2021			
	Dec. 1, 2021 to Sept. 30, 2024			
Discover the Writer in You	Oct. 1, 2021 to Sept. 30, 2024	3	Humanities B	3
	October 1, 2014 to May 31, 2018		ENG 1301 English	

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English Composition I		3	Composition I	3
	June 1, 2018 to March 31, 2021			
	April 1, 2021 to March 31, 2024			
English Composition II	Aug. 1, 2019 to October 31, 2022	3	ENG 1302 English Composition II	3
	Jan. 1, 2015 to Jan. 31, 2018			
Environmental Science		3	Natural Sciences**	3
	Feb. 1, 2018 to Feb. 29, 2020			
	March 1, 2020 to Feb. 28, 2023			
	March 1, 2016 to November 30, 2018			
Foundations of College Algebra		3	Mathematics***	3
	December 1, 2018 to November 30, 2021			
Foundations of English Composition	March 1, 2016 to Nov. 30, 2018	3	ENG 1301 English Composition I	3
	Dec. 1, 2018 to Oct. 31, 2021			
	Nov. 1, 2021 to Oct. 31, 2024			
	March 1, 2016 to November 30, 2018			
Foundations of Statistics		2	Open Electives	2
	December 1, 2018 to November 30, 2021			
	December 1, 2021 to September 30, 2024			
	March 1, 2013 to Feb. 29, 2016			
			Natural Sciences	

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Human Biology		3		3
	March 1, 2016 to Jan. 31, 2019			
	May 1, 2022 to April 30, 2025			
Introduction to Business	Aug. 1, 2014 to June 30, 2017	3	BBA 2010 (BUS 2301) Introduction to Business	3
	July 1, 2017 to July 31, 2019			
	Aug. 1, 2019 to Oct. 31, 2022			
	Nov. 1, 2022 to Oct. 31, 2025			
Introduction to Chemistry	Dec. 1, 2021 to Nov. 30, 2024	3	Natural Sciences	3
Introduction to College Mathematics	Dec. 1, 2021 to Nov. 30, 2024	3	MAT 1301 Liberal Arts Math or Mathematics***	3
Introduction to Ethics	Oct. 1, 2016 to July 31, 2019	3	PHI 2302 Contemporary Ethics	3
	Aug. 1, 2019 to Oct. 31, 2022			
Introduction to Information Technology	July 1, 2017 to Nov. 30, 2019	3	ITC 1301 Computer Essentials	3
	Dec. 1, 2019 to Nov. 30, 2022			
Introduction to Programming in Python	May 1, 2022 to April 30, 2025	3	Open Electives	3
Introduction to Psychology	March 1, 2013 to Feb. 29, 2016	3	PSY 1301 General Psychology	3
	March 1, 2016 to Jan. 31, 2019			
	Feb. 1, 2019 to Jan. 31, 2022			
Introduction to Psychology: Smarter Decision Through	May 1, 2021 to	3	Social and Behavioral	3

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Psychology	April 30, 2024		Sciences	
Introduction to Relational Databases	April 1, 2021 to March 31, 2024	3	Open Electives	3
Introduction to Sociology	March 1, 2013 to Feb. 29, 2016	3	SOC 1301 Introduction to Sociology	3
	March 1, 2016 to Jan. 31, 2019			
	Feb. 1, 2019 to Jan. 31, 2022			
Introduction to Sociology: Embracing Diversity and Collaboration	July 1, 2021 to June 30, 2024	3	Social and Behavioral Sciences or Open Electives	3
Introduction to Statistics	March 1, 2013 to Feb. 29, 2016	4	MAT 2301 Elementary Statistics	4
	March 1, 2016 to Nov. 30, 2018	3	MAT 2301 Elementary Statistics	3
	Dec. 1, 2018 to Nov. 30, 2021			
	Dec. 1, 2021 to Sept. 30, 2024			
Introduction to Web Development	Dec. 1, 2020 to Nov. 30, 2023	3	Open Electives	3
Introductory Applied Math	May 1, 2021 to April 30, 2024	1	Open Electives	1
IT Career Exploration	Sept. 1, 2020 to Aug. 31, 2023	1	Open Electives	1
Macroeconomics	April 1, 2014 to Sept. 30, 2016	3	ECO 2302 Principles of Macroeconomics	3
	Oct. 1, 2016 to July 31, 2019			
	Aug. 1, 2019 to July 31, 2022			

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	Nov. 1, 2013 to Sept. 30, 2016			
Microeconomics		3	ECO 2301 Principles of Microeconomics	3
	Oct. 1, 2016 to July 31, 2019			
	Aug. 1, 2019 to October 31, 2022			
Preparing for the Future of Work	Aug. 1, 2021 to July 31, 2024	3	Open Electives	3
Principles of Finance	June 1, 2020 to May 30, 2023	3	FIN 3301 Financial Management	3
Principles of Management	Oct. 1, 2021 to Sept. 30, 2024	3	BBA 3602 (MGT 3301) Principles of Management	3
Project Management	April 1, 2014 to Feb. 28, 2018 -UL	3	MGT 3304 Project Management Overview	3
	March 1, 2018 to July 31, 2019			
	Aug. 1, 2019 to October 31, 2022			
Public Speaking	July 1, 2017 to May 31, 2020	3	COM 1302 Fundamentals of Speech Communications	3
	June 1, 2020 to May 31, 2023			
Spanish I	May 1, 2022 to April 30, 2025	3	Humanities B	3
Student Success	Dec. 1, 2018 to Nov. 30, 2021	1	Open Electives	1
	Dec. 1, 2021 to Sept. 30, 2024			
Taking Charge of Your Economic Future	April 1, 2021 to March 31, 2024	3	Open Electives	3
The Essentials of Managing Conflict	Feb. 1, 2018 to May 31, 2020	1	Open Electives	1

	June 1, 2020 to May 31, 2023			
The Power of Persuasion	May 1, 2021 to April 30, 2024	3	ENG 1302 English Composition II	3
Topics in U.S. History: Learn from the Past, Prepare for the Future	June 1, 2021 to May 31, 2024	3	History	3
US History I	May 1, 2017 to Feb. 29, 2020	3	HIS 1301 American History I	3
	March 1, 2020 to Feb. 28, 2023			
US History II	July 1, 2017 to May 31, 2020	3	HIS 1302 American History II	3
	June 1, 2020 to May 31, 2023			
Visual Communications	May 1, 2013 to Feb. 29, 2016	3	Humanities B	3
	March 1, 2016 to Jan. 31, 2019			
	Feb. 1, 2019 to April 30, 2022			
	May 1, 2022 to April 30, 2025			

Course Equivalency Notes:

- * Any credit that is not utilized in the specified category or toward the specified course will be considered for open elective credit.
- ** Does not meet the Biology, Physics, or Chemistry requirement for select degree plans.
- *** Does not meet the College Algebra or higher requirement for select degree plans.
- Credit will be awarded based on current transfer credit policy and the ACE recommendation at the time of completion, which is subject to change.
- Any exams or date ranges not listed do not have an ACE recommendation for college credit.
- Direct transfer credit for a Major Requirement, Program Electives, and General Education course requires the transfer course to be a minimum of 3 semester hours.
- CSU is in the process of converting to new course numbers and anticipates completion by the end of 2022.