



ARTICULATION AGREEMENT

SCOPE OF WORK

This Agreement ("Agreement"), is made and entered into as of the 15th day of August, 2014 (the "Effective Date"), by and between First Tennessee Bank National Association ("FTB"), with its principal place of business located at 165 Madison Avenue, Memphis, Tennessee 38103 and Bethel University ("Bethel"), with its principal place of business located at 325 Cherry Avenue, McKenzie, Tennessee, 38201. (Each a "Party" and collectively, the "Parties").

WHEREAS, FTB selected Bethel University as a provider of educational services to offer academic degrees and/or certification programs to its employees to assist in such employee's professional development and to help enhance FTB's employee retention efforts.

NOWHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

RESPONSIBILITIES OF BETHEL UNIVERSITY

- I. Bethel shall, free of charge to FTB, review FTB's training courses for degree articulation purposes pursuant to standards and regulatory requirements. Upon completion of its review, Bethel agrees to provide credit for selected facilitator led and/or online courses toward completion of all undergraduate degree programs, certifications, certificates, diplomas, and other instructional programs.
- II. Subject to the limitations, criteria and other requirements set forth in the Bethel University Academic Catalog, Bethel shall award college credit based on evaluation of a FTB employee's work-life experiences ("Credit for Prior Learning" or "CPL"). Students petitioning for such credit must be able to document knowledge and skills applicable to a specific college course or appropriate for conferral of general elective credit. Conferral of any such credit shall be without cost to FTB or its employees. Such credit shall apply toward completion of all degree programs, certifications, certificates, diplomas, and other instructional programs.
- III. Bethel will develop a customized welcome page for FTB employees that will hot link between FTB's Intranet and Bethel.
- IV. Bethel will provide FTB with information and materials about Bethel, both hard copy and electronically.
- V. Bethel will assign an account representative to FTB to facilitate interaction with Bethel.
- VI. Bethel will work with FTB to determine best methods of obtaining quarterly reports of employees attending Bethel.
- VII. Bethel shall provide one form of technology to FTB employees. The technology shall become the property of the employee upon completion of the prescribed degree program requirements.

RESPONSIBILITIES OF FTB

- I. FTB will announce the agreement with Bethel to all employees regarding college credit features.
- II. FTB will establish a hot link between the Intranet and the customized welcome page at Bethel's website.
- III. FTB shall promote Bethel to the FTB's employee base. Promotion will take the form of Intranet links, internal marketing articles, educational forums, and other activities as appropriate. A minimum of two site visits from a Bethel representative per calendar year are preferred.

- IV. FTB will offer Bethel at least the same marketing opportunities afforded to other university partners.
- V. FTB will assign a contact to Bethel to facilitate all interaction between FTB and Bethel.
- VI. FTB shall work with Bethel to encourage participation in FTB sponsored educational forums.

This agreement may be modified in writing executed by an officer of the Party to be charged, and may not be revised, discharged, altered, amended, renewed, or modified by the terms of any purchase order, invoice, or other document, or by any usage, custom or course of dealing.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date. All notices contemplated under this Agreement shall be in writing and shall be deemed received as reasonably evidenced via receipted mail (including e-mail, overnight delivery, or regular mail), postage prepaid as applicable and addressed as follows:

If to Bethel University:

Bethel University
325 Cherry Avenue
McKenzie, TN 38201

Attention: _____

If to First Tennessee Bank:

First Tennessee Bank National Association
165 Madison Avenue, 11th Floor
Memphis, TN 37103

Attention: Chief Procurement officer

With a copy to:

First Tennessee Bank National Association
165 Madison Avenue, 8th Floor
Memphis, TN 37103
Attention: Legal Department - Non-traditional
Financial Services Group

A Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which the change will become effective.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. In the event that Bethel signs this Agreement prior to FTB, FTB further agrees that it does not have the right to make any further changes to this Agreement.

Bethel University:

By: WALTER BUTLER
Name: WALTER BUTLER
Title: President
Date: 10/0/14

First Tennessee Bank National Association:

By: NORRIS JACKMAN
Name: NORRIS JACKMAN
Title: CHIEF PROCUREMENT OFFICER
Date: 10/16/14