

ARTICULATION AGREEMENT

By and Between

Cuyahoga Community College

And

For the Nidec Minster Sponsored Program

To

Associate of Applied Science in Manufacturing Industrial Engineering Technology (AAS MIET)

Or

Associate of Technical Studies (ATS)

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 6th day of December 2016 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Nidec Minster Corporation (the "Company"), with an address at 240 West 5th Street, Minster, Ohio 45865. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and The Company is a publicly traded corporation. The College and the Company desire to enter into a contract pursuant to which certain Company employees/students would be permitted to receive College credits, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Articulation Criteria and Articulation Benefits are defined on Attachment A for the AAS MIET and Attachment B for the ATS.
- b. Company employee/students who meet the Articulation Criteria will be eligible for the Articulation Benefits; provided that this Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and the Company.

2. *Duties and Warranties of Minster.*

- a. The Company has delivered to the College the current curriculum and content of the Company programs referenced on Attachments D and E. In the event either party wishes to change the curriculum referenced on Attachment D and E, it must give the other party written notice at the time of the change. In the event either party changes its respective curriculum, both parties will put forth best efforts and work together to establish new course equivalencies. Any changes made by either party to its respective curriculum may impact credit transfer eligibility and degree program completion
- b. Once each academic year, the Company will identify those of its employees/students (the "Potentially Eligible Employees/Students") who meet or who, within six (6) months, may be reasonably expected to meet, Articulation Criteria 1(a) (see Attachments A and B). Once each academic year, the Company will notify all Potentially Eligible Employees/Students of their potential eligibility for the Articulation Benefits, and will encourage them to consider applying to the College.

- c. The Company will cooperate reasonably with the College's efforts to solicit the interest of Potentially Eligible Employees/Students in the College.
- d. For each Company employee/student who applies to the College and seeks Articulation Benefits, the Company will certify and warrant that the student has met the Articulation Criteria (assuming the student has done so), using a document in the form attached as Exhibit A.
- e. For each Company employee/student who applies to the College, the Company will deliver to the College the student's Officer's Certificate and Warranty promptly after receiving a request to do so.
- f. The Company shall indemnify and hold harmless the College and the College's trustees, agents, officers, and employees from all costs, claims, demands, liabilities, and losses, (including without limitation legal fees and other costs of defense) that arise out of or are alleged to have arisen as a result of breach of this Agreement by the Company.

3. *Duties and Warranties of the College.*

For those Company employees/students who meet Articulation Criteria 1(a-c) and are included in the document called for in Section 2(d), the College will consider their applications for admission in accordance with standard College admission application evaluation criteria. If such an employee/student is admitted to and becomes a student of the College, the College will make available to such employee/student the Articulation Benefits.

4. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring 2020 academic term of the College, at which time this Agreement will automatically expire unless otherwise terminated as set forth in the agreement.
- b. Annual Review. Both Parties agree to meet annually at the end of the spring academic term of the College to review the effectiveness of the Agreement and to ensure proper standing and compliance as agreed upon in this Agreement
- c. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party, effective upon the later date to occur of (i) the end of the then-current academic term of the College, or (ii) the date that is thirty (30) days after the notice.
 Either party may terminate this Agreement in the event of a material breach by the other party, effective ten (10) days after providing notice that includes a description of the breach; *provided* that the breaching party shall be allowed said ten (10) days to cure said breach, and if the breach is so cured the termination notice will be of no effect.
- d. Post Termination. Upon expiration or termination of this Agreement for any reason, or no reason, Nidec Minster employees previously accepted by or admitted to the College shall continue to receive the benefits contemplated by this Agreement and the College catalog rights from the term in which they are admitted to the College.

5. *Miscellaneous.*

- a. Curriculum Commitment. This Agreement in no way requires either party to offer any course, curriculum, major, or degree other than those course specifically listed on Attachments D and E. Any adjustments to courses listed on Attachments D and E by either of the parties must be made pursuant to section 2(a) of this Agreement.
- b. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- c. Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- e. Jurisdiction; Venue. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- f. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice in the manner specified in this Section):

For Cuyahoga Community College:
Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, Ohio 44115

For Nidec Minster Corporation:
Ben Brigham
Manager, Talent Development
240 W Fifth St, PO Box 120
Minster, OH 45865-0120

With a copy to:
Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

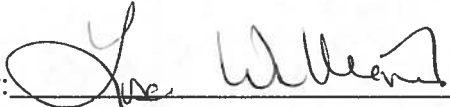
With a copy to:
Brett J. Travers, Corporate Counsel
Nidec Americas Holding Corporation
8050 West Florissant Avenue
St. Louis, MO 63136

- g. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.

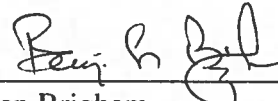
- h. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
- i. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- j. Force Majeure. Neither party shall be liable to the other to the extent such party's performance is prevented, delayed or made substantially impracticable as a result of any Force Majeure Event. "Force Majeure Event" means an act of nature, act of God, act of terrorism or the public enemy, war, civil disturbance, military action, action of a court or public authority, or strike. The party whose performance is prevented, delayed or made substantially impracticable shall promptly notify the other party of the existence of the Force Majeure Event.
- k. Counterparts: Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- l. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other Party.
- m. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each Party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy, or color.
- n. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and the Company.
- p. No Unlawful Discrimination. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, or color.
- q. Promotional Material. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the Tri-C Integrated Communications Department, (see Attachment C).

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

CUYAHOGA COMMUNITY COLLEGE DISTRICT: NIDEC MINSTER CORPORATION:

By: 

Lisa Williams
Vice President, Learning and Engagement

By: 

Ben Brigham
Manager, Talent Development

**Attachment A
To The
Articulation Agreement Dated December 6, 2016
By and Between
Cuyahoga Community College District
And
For the Nidec Minster Sponsored Program
To
Associate of Applied Science in Manufacturing Industrial Engineering Technology (AAS MIET)**

Articulation Criteria and Articulation Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***
 - a. Eligible student participants are sponsored employees at Nidec Minster Corporation.
 - b. Apply for admission and enroll at Cuyahoga Community College.
 - c. Successful completion of assigned Nidec Minster courses.

2. ***The articulation benefits (“Articulation Benefits”) are:***
 - a. Employees/students who meet the Articulation Criteria will receive course credits, tuition-free, for the College courses set forth in Attachment D. These credits may be applied towards the College’s Associate of Applied Science in Manufacturing Industrial Engineering Technology.

The College courses:

Attachment D

**Attachment B
To The
Articulation Agreement Dated December 6, 2016
By and Between
Cuyahoga Community College District
And
For the Nidec Minster Sponsored Program
To
Associate of Technical Studies (ATS)**

Articulation Criteria and Articulation Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***
 - a. Eligible student participants are sponsored employees at Nidec Minster Corporation.
 - b. Apply for admission and enroll at Cuyahoga Community College.
 - c. Successful completion of assigned Nidec Minster courses.

2. ***The articulation benefits (“Articulation Benefits”) are:***
 - a. Employees/students who meet the Articulation Criteria will receive course credits, tuition-free, for the College courses set forth in Attachment E. These credits may be applied towards the College’s Associate of Technical Studies.

The College courses:

Attachment E

ATTACHMENT C
To The
Articulation Agreement Dated December 6, 2016
By and Between
Cuyahoga Community College
And
For the Nidec Minster Sponsored Program
To
Associate of Applied Science in Manufacturing Industrial Engineering Technology (AAS MIET)
Or
Associate of Technical Studies (ATS)

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Nidec Minster Corporation to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the College communicates.

Therefore, the Parties agree that any use of the other's name, trade name, trademark, logo and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other Party's name, trade name, trademark, logo, tagline or any other defining symbol or name associated with the other entity. Neither Party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the Parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement, the degrees within the Agreement, and the average additional hours required to complete the completion degree. Any and all promotional materials, including, written, verbal, video graphic, electronic, or multimedia of any kind must be reviewed and approved by both Parties prior to any use or distribution.

Marketing Contacts:

Cuyahoga Community College District:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Nidec Minster Corporation:

Ben Brigham
Manager, Talent Development
Nidec Minster Corporation
240 W. Fifth Street, PO Box 120
Minster, Ohio 45865
P: 419-501-2404
F: 419-501-1873

ATTACHMENT D
To The
Articulation Agreement Dated December 6, 2016
By and Between
Cuyahoga Community College
And
For the Nidec Minster Sponsored Employees
To

Associate of Applied Science in Manufacturing Industrial Engineering Technology (AAS MIET)

Nidec Minster Apprenticeship				Tri-C Manufacturing & Industrial Engineering Tech	
COURSE TITLE	Hrs	Cr	BkCr	Course for Block Credits	Cr
Mathematics for Technicians	32	0.85		Not Applicable	
CNC Milling Machines	64	1.71			
CNC Turning Centers	64	1.71	3.41	MET 1400 CNC Programming and Operation	3
Interpretation of GD&T: ASME Y14.5 2009	32	0.85			
Dimensional Metrology 1	20	0.53			
Dimensional Metrology 2	20	0.53			
Blueprint Reading 1	17.5	0.47	2.387	MET 2041 CAD II & GD&T	3
Electronic Drives	32	0.85			
Electronics & Electronic Troubleshooting 1	32	0.85			
Electronics & Electronic Troubleshooting 2	32	0.85			
Electronics & Electronic Troubleshooting 3	32	0.85			
Electronics & Electronic Troubleshooting 4	18	0.48	3.89	PHYS 1210 College Physics I	4
Introduction to Lathes and Mills	32	0.85			
Engine Lathes	64	1.71			
Vertical Milling Machines	32	0.85	3.413	MET 1300 Engineering Materials and Metallurgy	3
Programmable Logic Controls 1	32	0.85			
Programmable Logic Controls 2	17	0.45	1.31	MET 1120 Computer Applications and Programming	2
Programmable Logic Controls 3	32	0.85			
Programmable Logic Controls 4	32	0.85			
Programmable Logic Controls 5	17.5	0.47			
CAD/CAM 1	32	0.85	3.03	MET 2000 CAD/CAM Processes	3
Machine Operator Class #1	64	1.71			
Machine Operator Class #2	64	1.71			
Machine Operator Class #3	64	1.71	5.12	MET 1240 Machine Tools and Manufacturing Process	3
Machine Tool Building Modules *	76.5	2.04	4.00	MET 2500 Fundamentals of Products Development or	3
Machining Capstone 1 *	32	0.85			
Machining Capstone 2 *	32	0.85			
Machining Capstone 3 *	32	0.85	2.56	MET 2500 Fundamentals of Products Development	

Either one of the two would map to MET 2500

						Take three out of the five MET electives
Mechanical Drives 1 ‡	36	0.96				
Mechanical Drives 2 ‡	52	1.39				
Mechanical Drives 3 ‡	54	1.44				
Mechanical Drives 4 ‡	10.5	0.28	4.07	MET XXXX Elective or	3	
Pumps ‡	60	1.6				
Pneumatic Sys 1 ‡	30	0.8				
Pneumatic Sys 2 and 3 ‡	32	0.85				
Pneumatic Troubleshooting ‡	17.5	0.47	3.72	MET XXXX Elective or	3	
Hydraulic 1: Basic ‡	36	0.96				
Hydraulic 2: Intermediate ‡	36	0.96				
Hydraulic 3: Advanced ‡	24	0.64				
Hydraulic 4: Electro-Fluid Power Systems ‡	36	0.96				
Hydraulic Troubleshooting ‡	21.5	0.57	4.09	MET XXXX Elective or	3	
Industrial Electricity 1 ‡	32	0.85				
Industrial Electricity 2 ‡	32	0.85				
Industrial Electricity 3 ‡	32	0.85				
Industrial Electricity 4 ‡	32	0.85				
Industrial Electricity 5 ‡	32	0.85				
Industrial Electricity 6 ‡	17.5	0.47	4.733	MET XXXX Elective or		
Precision Grinding ‡	32	0.85				
Facilitated OJT (Area Specific Training) ‡	64	1.71				
Central Lubrication ‡	24	0.64	3.20	MET XXXX Elective		
				Articulated Total	33	
				Online Classes		
*Either one of the two would map to MET 2500				ENG 1010 College Composition I	3	
‡ Take three out of the five MET electives				MATH 1530 College Algebra	4	
				MET 1100 Technology Orientation	2	
				MET 1230 Drawing & AutoCAD	3	
				MATH 1540 Trigonometry	3	
				MET 2422 Fundamentals of Engineering Economics	3	
				ENG 1020 College Composition II	3	
				DEGR - Arts & Hum	3	
				HLTH 1230 Standard First Aid and Personal Safety	0	Waived
				PHYS 1220 College Physics II 4	0	Substituted by Soc/Beh Science
				DEGR - Soc & Beh Sci	3	
				Tri-C Online Total	27	
				A.A.S. Degree Total	60	

ATTACHMENT E
To The
Articulation Agreement Dated December 6, 2016
By and Between
Cuyahoga Community College
And
For the Nidec Minster Sponsored Employees
To
Associate of Technical Studies (ATS)

The courses awarded Articulated Credit (AC) from completion of sponsored employees at Nidec Minster Corporation will fulfill the College requirements as noted below:

Associate of Technical Study (ATS) Degree	Credit
ENG 1010 College Composition I	3
MATH 1410 Elementary Prob & Stat I	3
MET 1100 Technology Orientation	2
MET 1230 Drawing & AutoCAD	3
MET 1630 Industrial Supply Logistics	3
DEGR - Arts & Hum	3
DEGR - Soc & Beh Sci	3
ENG 2151 Technical Writing	3
MET-2400 Statistical Quality Control	3
MET 2422 Fundamentals of Engineering Economics	3
MET 2750 Technical Operations Management	3
Online Total	32
Apprenticeship (1050 hours)	28
ATS Program Total	60

The following courses will need to be completed at the College:

Exhibit A

Officer's Certificate and Warranty of Nidec Minster Corporation Sponsored Program

I, _____ [name] do hereby certify and warrant that I am duly authorized to sign and deliver this officer's certificate on behalf of Nidec Minster Corporation. Cuyahoga Community College District and Nidec Minster Corporation entered into an Articulation Agreement, which defined certain "Articulation Criteria" for Nidec Minster Corporation employees/students. On behalf of Nidec Minster Corporation, the Nidec Minster Corporation employee/student named below has achieved the Articulation Criteria 1(a-c) as more fully set forth in the Articulation Agreement dated December 1, 2016.

Nidec Minster Corporation Employee/Student Name: _____

Articulation Criteria Achieved:

Employee/Student completion of Nidec Minster Sponsored Program on

_____, 20__ and, if applicable, _____, 20__
(month) (day) (month) (day)

Signed this ____ day of _____, 20__:

Intended Cuyahoga Community College Degree Program:

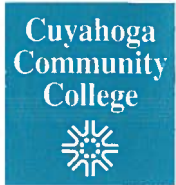
- Associate of Applied Science in Manufacturing Industrial Engineering Technology (AAS MIET)
- Associate of Technical Study

For Nidec Minster Corporation:

Signature: _____

Print Name: _____

Title: _____



**Exhibit B
Student Form
Cuyahoga Community College
And
Nidec Minster Corporation**

Leading to an
Associate of Applied Science Degree in Manufacturing Industrial Engineering Technology
at
Cuyahoga Community College:

For the purposes of this agreement, a Nidec Minster Corporation employee/student is defined as a student who is enrolled in and successfully completed the approved program.

TO RECEIVE CREDIT THE EMPLOYEE/STUDENT MUST:

- a. Be a sponsored employee at Nidec Minster Corporation.
- b. Apply for admission and enroll at Cuyahoga Community College.
- c. Successful completion the assigned Nidec Minster courses.

NO CREDIT WILL BE AWARDED UNTIL THE EMPLOYEE/STUDENT MEETS ALL OF THE ABOVE CONDITIONS

Specific courses for which the employee/student is eligible to receive credit: refer to Attachment D

Employees/students who successfully meet the above requirements will receive credit to apply towards the Associate of Applied Science Degree in Manufacturing Industrial Engineering Technology. Earned credit will be awarded in the form of transfer credit without cost to the student.

This agreement is open for review on a yearly basis as deemed necessary by either party.

Ben Brigham
Manager, Talent Development
Nidec Minster Corporation

Angilique Cole
Coordinator of WCED
Cuyahoga Community College

Student Name (Print)

Student Address City State Zip

Student Signature



**Exhibit C
Student Form
Cuyahoga Community College
And
Nidec Minster Corporation**

**Leading to an
Associate of Technical Studies
at
Cuyahoga Community College:**

For the purposes of this agreement, a Nidec Minster Corporation employee/student is defined as a student who is enrolled in and successfully completed the approved program.

TO RECEIVE CREDIT THE EMPLOYEE/STUDENT MUST:

- a. Be a sponsored employee at Nidec Minster Corporation.
- b. Apply for admission and enroll at Cuyahoga Community College.
- c. Successful completion the assigned Nidec Minster courses.

NO CREDIT WILL BE AWARDED UNTIL THE EMPLOYEE/STUDENT MEETS ALL OF THE ABOVE CONDITIONS

Specific courses for which the employee/student is eligible to receive credit: refer to Attachment E

Employees/students who successfully meet the above requirements will receive credit to apply towards the Associate of Technical Studies Degree. Earned credit will be awarded in the form of transfer credit without cost to the student.

This agreement is open for review on a yearly basis as deemed necessary by either party.

Ben Brigham
Manager, Talent Development
Nidec Minster Corporation

Angilique Cole
Coordinator of WCED
Cuyahoga Community College

Student Name (Print)

Student Address City State Zip

Student Signature