

Embry-Riddle Aeronautical University - Worldwide

Academic Agreement Transfer Table

The successful completion of the following Alexandria Technical & Community College, Associate of Science in Engineering Broad Field, courses will transfer to the ERAU Bachelor of Science in Engineering program if in accordance with the 2024-25 academic agreement.

Alexandria Technical & Community College, Associate of Science in Engineering Broad Field, Course of Study	Sem. Hrs.	Embry-Riddle Aeronautical University - Worldwide, Bachelor of Science in Engineering degree program requirements.	Sem. Hrs.
COURSE NUMBER/TITLE		COURSE NUMBER/TITLE	BS
GENERAL EDUCATION	38	GENERAL EDUCATION	12
<i>Embry-Riddle courses in the general education categories Communication Theory and Skills, Humanities and Social Sciences may be chosen from those listed below, assuming prerequisites are met. Courses from other Schools are acceptable if they fall into these broad categories and are at the level specified.</i>			
COMMUNICATION THEORY & SKILLS (9)		COMMUNICATION THEORY & SKILLS (9)	
ENGL 1410 Composition I	3	ENGL 123 ENGLISH COMPOSITION	3
GEN ED Gen Educ Elect Choose ENGL 1460 or COMM 1415	3	ENGL 221 TECHNICAL REPORT WRITING	3
		COMD 219 SPEECH	
MATHEMATICS (8)		MATHEMATICS (8)	
MATH 1426 Calculus I	4	MATH 241 CALCULUS AND ANALYTICAL GEOMETRY I	4
MATH 2232 Calculus II	4	MATH 242 CALCULUS AND ANALYTICAL GEOMETRY II	4
COMPUTER SCIENCE (3)		COMPUTER SCIENCE (3)	
CSCI 1525 C++ Programming for Scientists/Engineers	3	ENGR 115 INTRODUCTION TO COMPUTING FOR ENGINEERS	3
PHYSICAL AND LIFE SCIENCES (6)		PHYSICAL AND LIFE SCIENCES (6)	
PHYS 1081 Engineering Physics I	3	PHYS 150 PHYSICS I FOR ENGINEERS	3
PHYS 1082 Engineering Physics II	3	PHYS 160 PHYSICS II FOR ENGINEERS	3
HUMANITIES (6)		HUMANITIES (6)	
PHIL 1445 Ethics	3	HUMANITIES ELECTIVE (LOWER LEVEL)	3
		HUMANITIES ELECTIVE (UPPER LEVEL)	
SOCIAL SCIENCES (6)		SOCIAL SCIENCES (6)	
		ECON 225 ENGINEERING ECONOMICS	
		SOCIAL SCIENCES (UPPER LEVEL)	
AERONAUTICAL ENGINEERING 6		AERONAUTICAL ENGINEERING 6	
		AERO 309 AERODYNAMIC PERFORMANCE OF FLIGHT VEHICLES	3
		ENGR 350 PROJECT MANAGEMENT FOR ENGINEERED SYSTEMS	3
ENGINEERING 16		ENGINEERING 13	
ENGR 1220 Introduction to Engineering	3	ENGR 101 INTRODUCTION TO ENGINEERING	3
		ENGR 120 GRAPHICAL COMMUNICATIONS	3
		ENGR 330 SIGNALS AND SYSTEMS	3
		ENGR 331 SIGNALS & SYSTEMS LABORATORY	1
		ENGR 400 FUNDAMENTALS OF ENERGY SYSTEMS	3
		ENGR 450 SYSTEMS AND CONTROLS	3
ENGINEERING SCIENCE 12		ENGINEERING SCIENCE 3	
ENGR 2101 Statics	3	ESCI 201 STATICS	3
ENGR 2103 Mechanics of Deformable Bodies	3	ESCI 202 SOLID MECHANICS	3
ENGR 2102 Dynamics	3	ESCI 204 DYNAMICS	3
		ESCI 325 ENGINEERING MATERIALS & STRUCTURES	3
COMPUTER ENGINEERING 4		COMPUTER ENGINEERING 4	
		CESC 220 DIGITAL CIRCUIT DESIGN	3
		CESC 222 DIGITAL CIRCUIT DESIGN LAB	1
ELECTRICAL ENGINEERING 8		ELECTRICAL ENGINEERING 8	
		ELEC 220 CIRCUITS	3
		ELEC 221 CIRCUITS LAB	1
		ELEC 230 ELECTRONICS	3
		ELEC 231 ELECTRONICS LAB	1
PHYSICAL SCIENCE 11		PHYSICAL SCIENCE 8	
		PHYS 250 PHYSICS III FOR ENGINEERS	3
		PHYS 253 PHYSICS LAB FOR ENGINEERS	2
		ESCI 206 FLUID MECHANICS	3
ENGR 2105 Thermodynamics	3	ESCI 305 THERMODYNAMICS	3
MECHANICAL ENGINEERING 11		MECHANICAL ENGINEERING 11	
		MECH 302 INTRODUCTION TO ROBOTICS	3
		MECH 303 ROBOTICS LABORATORY	1
		MECH 313 INSTRUMENTATION & DATA ACQUISITION	2
		MECH 314 INSTRUMENT & DATA ACQUISITION LAB	1
		ENGR 404 MECHATRONICS	3
		ENGR 405 MECHATRONICS LABORATORY	1
MATHEMATICS 11		MATHEMATICS 3	
MATH 2240 Calculus III	4	MATH 243 CALCULUS & ANALYTICAL GEOMETRY III	4
MATH 2200 Differential Equations and Linear Algebra	4	MATH 345 DIFFERENT EQUATIONS/MATRIX METHODS	4
		STAT 412 PROBABILITY AND STATISTICS	3
CAPSTONE 6		CAPSTONE 6	
		ENGR 490 CAPSTONE DESIGN PROJECT I	3
		ENGR 491 CAPSTONE DESIGN PROJECT II	3
		TOTAL CREDITS NEEDED	74
TOTAL CREDITS TRANSFERRED 49		TOTAL CREDITS TRANSFERRED 49	
Note: Refer to Common Course/Equivalency List for ATCC/ERAU equivalents to maximize the transferability of credits.		TOTAL ERAU DEGREE REQUIREMENTS	123

Embry-Riddle Aeronautical University - Worldwide

Academic Agreement Transfer Table

The successful completion of the following Alexandria Technical & Community College, Associate of Science in Engineering Technology, courses will transfer to the ERAU Bachelor of Science in Engineering program if in accordance with the 2024-25 academic agreement.

Alexandria Technical & Community College, Associate of Science in Engineering Technology, Course of Study	Sem. Hrs.	Embry-Riddle Aeronautical University - Worldwide, Bachelor of Science in Engineering degree program requirements.	Sem. Hrs.
COURSE NUMBER/TITLE		COURSE NUMBER/TITLE	BS
GENERAL EDUCATION	38	GENERAL EDUCATION	18
Embry-Riddle courses in the general education categories Communication Theory and Skills, Humanities and Social Sciences may be chosen from those listed below, assuming prerequisites are met. Courses from other Schools are acceptable if they fall into these broad categories and are at the level specified.			
COMMUNICATION THEORY & SKILLS (9)		COMMUNICATION THEORY & SKILLS (9)	
ENGL 1410 Composition I	3	ENGL 123 ENGLISH COMPOSITION	3
		ENGL 221 TECHNICAL REPORT WRITING	
		COMD 219 SPEECH	
MATHEMATICS (8)		MATHEMATICS (8)	
MATH 1426 Calculus I	4	MATH 241 CALCULUS AND ANALYTICAL GEOMETRY I	4
MATH 2232 Calculus II	4	MATH 242 CALCULUS AND ANALYTICAL GEOMETRY II	4
COMPUTER SCIENCE (3)		COMPUTER SCIENCE (3)	
		ENGR 115 INTRODUCTION TO COMPUTING FOR ENGINEERS	
PHYSICAL AND LIFE SCIENCES (6)		PHYSICAL AND LIFE SCIENCES (6)	
PHYS 1081 Engineering Physics I	3	PHYS 150 PHYSICS I FOR ENGINEERS	3
PHYS 1082 Engineering Physics II	3	PHYS 160 PHYSICS II FOR ENGINEERS	3
HUMANITIES (6)		HUMANITIES (6)	
ENGL 1495 Environmental Literature or PHIL 1445 Ethics	3	HUMANITIES ELECTIVE (LOWER LEVEL)	3
		HUMANITIES ELECTIVE (UPPER LEVEL)	
SOCIAL SCIENCES (6)		SOCIAL SCIENCES (6)	
		ECON 225 ENGINEERING ECONOMICS	
		SOCIAL SCIENCES (UPPER LEVEL)	
AERONAUTICAL ENGINEERING	6	AERONAUTICAL ENGINEERING	6
		AERO 309 AERODYNAMIC PERFORMANCE OF FLIGHT VEHICLES	3
		ENGR 350 PROJECT MANAGEMENT FOR ENGINEERED SYSTEMS	3
ENGINEERING	16	ENGINEERING	16
		ENGR 101 INTRODUCTION TO ENGINEERING	3
		ENGR 120 GRAPHICAL COMMUNICATIONS	3
		ENGR 330 SIGNALS AND SYSTEMS	3
		ENGR 331 SIGNALS & SYSTEMS LABORATORY	1
		ENGR 400 FUNDAMENTALS OF ENERGY SYSTEMS	3
		ENGR 450 SYSTEMS AND CONTROLS	3
ENGINEERING SCIENCE	12	ENGINEERING SCIENCE	12
		ESCI 201 STATICS	3
		ESCI 202 SOLID MECHANICS	3
		ESCI 204 DYNAMICS	3
		ESCI 325 ENGINEERING MATERIALS & STRUCTURES	3
COMPUTER ENGINEERING	4	COMPUTER ENGINEERING	4
		CESC 220 DIGITAL CIRCUIT DESIGN	3
		CESC 222 DIGITAL CIRCUIT DESIGN LAB	1
ELECTRICAL ENGINEERING	8	ELECTRICAL ENGINEERING	8
		ELEC 220 CIRCUITS	3
		ELEC 221 CIRCUITS LAB	1
		ELEC 230 ELECTRONICS	3
		ELEC 231 ELECTRONICS LAB	1
PHYSICAL SCIENCE	11	PHYSICAL SCIENCE	11
		PHYS 250 PHYSICS III FOR ENGINEERS	3
		PHYS 253 PHYSICS LAB FOR ENGINEERS	2
		ESCI 206 FLUID MECHANICS	3
		ESCI 305 THERMODYNAMICS	3
MECHANICAL ENGINEERING	11	MECHANICAL ENGINEERING	11
		MECH 302 INTRODUCTION TO ROBOTICS	3
		MECH 303 ROBOTICS LABORATORY	1
		MECH 313 INSTRUMENTATION & DATA ACQUISITION	2
		MECH 314 INSTRUMENT & DATA ACQUISITION LAB	1
		ENGR 404 MECHATRONICS	3
		ENGR 405 MECHATRONICS LABORATORY	1
MATHEMATICS	11	MATHEMATICS	11
		MATH 243 CALCULUS & ANALYTICAL GEOMETRY III	4
		MATH 345 DIFFERENT EQUATIONS/MATRIX METHODS	4
		STAT 412 PROBABILITY AND STATISTICS	3
CAPSTONE	6	CAPSTONE	6
		ENGR 490 CAPSTONE DESIGN PROJECT I	3
		ENGR 491 CAPSTONE DESIGN PROJECT II	3
		TOTAL CREDITS NEEDED	103
TOTAL CREDITS TRANSFERRED	20	TOTAL CREDITS TRANSFERRED	20
Note: Refer to Common Course/Equivalency List for ATCC/ERAU equivalents to maximize the transferability of credits.		TOTAL ERAU DEGREE REQUIREMENTS	123

Embry-Riddle Aeronautical University - Worldwide

Academic Agreement Transfer Table

The successful completion of the following Alexandria Technical & Community College, Associate of Science in Nuclear Engineering Technology, courses will transfer to the ERAU Bachelor of Science in Engineering program if in accordance with the 2024-25 academic agreement.

Alexandria Technical & Community College, Associate of Science in Nuclear Engineering Technology, Course of Study	Sem. Hrs.	Embry-Riddle Aeronautical University - Worldwide, Bachelor of Science in Engineering degree program requirements.	Sem. Hrs.
COURSE NUMBER/TITLE		COURSE NUMBER/TITLE	BS
GENERAL EDUCATION	38	GENERAL EDUCATION	18
Embry-Riddle courses in the general education categories Communication Theory and Skills, Humanities and Social Sciences may be chosen from those listed below, assuming prerequisites are met. Courses from other Schools are acceptable if they fall into these broad categories and are at the level specified.			
COMMUNICATION THEORY & SKILLS (9)		COMMUNICATION THEORY & SKILLS (9)	
ENGL 1410 Composition I	3	ENGL 123 ENGLISH COMPOSITION	3
		ENGL 221 TECHNICAL REPORT WRITING	
		COMD 219 SPEECH	
MATHEMATICS (8)		MATHEMATICS (8)	
MATH 1426 Calculus I	4	MATH 241 CALCULUS AND ANALYTICAL GEOMETRY I	4
MATH 2232 Calculus II	4	MATH 242 CALCULUS AND ANALYTICAL GEOMETRY II	4
COMPUTER SCIENCE (3)		COMPUTER SCIENCE (3)	
		ENGR 115 INTRODUCTION TO COMPUTING FOR ENGINEERS	
PHYSICAL AND LIFE SCIENCES (6)		PHYSICAL AND LIFE SCIENCES (6)	
PHYS 1081 Engineering Physics I	3	PHYS 150 PHYSICS I FOR ENGINEERS	3
PHYS 1082 Engineering Physics II	3	PHYS 160 PHYSICS II FOR ENGINEERS	3
HUMANITIES (6)		HUMANITIES (6)	
ENGL 1495 Environmental Literature or PHIL 1445 Ethics	3	HUMANITIES ELECTIVE (LOWER LEVEL)	3
		HUMANITIES ELECTIVE (UPPER LEVEL)	
SOCIAL SCIENCES (6)		SOCIAL SCIENCES (6)	
		ECON 225 ENGINEERING ECONOMICS	
		SOCIAL SCIENCES (UPPER LEVEL)	
AERONAUTICAL ENGINEERING	6	AERONAUTICAL ENGINEERING	6
		AERO 309 AERODYNAMIC PERFORMANCE OF FLIGHT VEHICLES	3
		ENGR 350 PROJECT MANAGEMENT FOR ENGINEERED SYSTEMS	3
ENGINEERING	16	ENGINEERING	16
		ENGR 101 INTRODUCTION TO ENGINEERING	3
		ENGR 120 GRAPHICAL COMMUNICATIONS	3
		ENGR 330 SIGNALS AND SYSTEMS	3
		ENGR 331 SIGNALS & SYSTEMS LABORATORY	1
		ENGR 400 FUNDAMENTALS OF ENERGY SYSTEMS	3
		ENGR 450 SYSTEMS AND CONTROLS	3
ENGINEERING SCIENCE	12	ENGINEERING SCIENCE	12
		ESCI 201 STATICS	3
		ESCI 202 SOLID MECHANICS	3
		ESCI 204 DYNAMICS	3
		ESCI 325 ENGINEERING MATERIALS & STRUCTURES	3
COMPUTER ENGINEERING	4	COMPUTER ENGINEERING	4
		CESC 220 DIGITAL CIRCUIT DESIGN	3
		CESC 222 DIGITAL CIRCUIT DESIGN LAB	1
ELECTRICAL ENGINEERING	8	ELECTRICAL ENGINEERING	8
		ELEC 220 CIRCUITS	3
		ELEC 221 CIRCUITS LAB	1
		ELEC 230 ELECTRONICS	3
		ELEC 231 ELECTRONICS LAB	1
PHYSICAL SCIENCE	11	PHYSICAL SCIENCE	11
		PHYS 250 PHYSICS III FOR ENGINEERS	3
		PHYS 253 PHYSICS LAB FOR ENGINEERS	2
		ESCI 206 FLUID MECHANICS	3
		ESCI 305 THERMODYNAMICS	3
MECHANICAL ENGINEERING	11	MECHANICAL ENGINEERING	11
		MECH 302 INTRODUCTION TO ROBOTICS	3
		MECH 303 ROBOTICS LABORATORY	1
		MECH 313 INSTRUMENTATION & DATA ACQUISITION	2
		MECH 314 INSTRUMENT & DATA ACQUISITION LAB	1
		ENGR 404 MECHATRONICS	3
		ENGR 405 MECHATRONICS LABORATORY	1
MATHEMATICS	11	MATHEMATICS	11
		MATH 243 CALCULUS & ANALYTICAL GEOMETRY III	4
		MATH 345 DIFFERENT EQUATIONS/MATRIX METHODS	4
		STAT 412 PROBABILITY AND STATISTICS	3
CAPSTONE	6	CAPSTONE	6
		ENGR 490 CAPSTONE DESIGN PROJECT I	3
		ENGR 491 CAPSTONE DESIGN PROJECT II	3
		TOTAL CREDITS NEEDED	103
TOTAL CREDITS TRANSFERRED	20	TOTAL CREDITS TRANSFERRED	20
Note: Refer to Common Course/Equivalency List for ATCC/ERAU equivalents to maximize the transferability of credits.		TOTAL ERAU DEGREE REQUIREMENTS	123

ACADEMIC AGREEMENT
Embry-Riddle Aeronautical University
And
Alexandria Technical and Community
College

Purpose: This agreement between Embry-Riddle Aeronautical University (“ERAU”) and Alexandria Technical and Community College (ATCC) facilitates the recognition, applicability, and seamless transition of ATCC’s relevant degrees, coursework, certification and/or licenses earned by its graduates toward Embry-Riddle Aeronautical University degree programs offered through its Worldwide Campus.

Contact Information:

For ERAU:

Dr. John Watret
Chancellor, Worldwide Campus
Embry-Riddle Aeronautical University-Worldwide
1 Aerospace Blvd.
Daytona Beach, FL 32114
386-226-6970
watretj@erau.edu

For ATCC:

Dr, Tamara Arnott
Associate Vice President Workforce Development
Alexandria Technical and Community College
1601 Jefferson St
Alexandria, MN 56308

Effective Date and Termination: This agreement becomes effective upon the signing of both parties and shall continue in effect until the date both parties agree in writing to modify the agreement, or ninety (90) days after written notice from one of the parties to terminate the agreement is received by the other. However, this agreement may be modified unilaterally by ERAU if necessary to bring terms of the agreement into compliance with changing policies of Embry-Riddle Aeronautical University. Should either party decide to terminate the agreement, ERAU will honor the transfer terms of this agreement for those applicants Alexandria Technical and Community College who applied to ERAU prior to the notification of termination. Additionally, if either party loses its accreditation, this agreement shall be terminated immediately.

Accreditation Not Transferable: Embry-Riddle Aeronautical University is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award Associate, Bachelor, Master, and Doctoral degrees. The accreditation of Embry-Riddle Aeronautical University does not extend to or include any partner institutions or their students. Further, although Embry-Riddle Aeronautical University agrees to accept certain course work from Alexandria Technical and Community College to be applied toward an award from Embry-Riddle Aeronautical University or collaborates in other ways for generation of course credits or program credentials, that coursework may not be accepted by other colleges and universities in transfer, even if it appears on a transcript from Embry-Riddle Aeronautical University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Admission: : Agreeing institutions will assess the prospective students' backgrounds and demonstrated experience in specific courses to determine acceptance for placement into an academic agreement with ERAU. Prospective students are required to participate in the ATCC admission and matriculation process and submit application materials for evaluation to the Admissions Office at ERAU. Students must attain a minimum Cumulative Grade Point Average (2.0 on a 4.0 scale) at time of application, reflected in transcripts from ATCC (and other institutions of higher education) to be admitted to a baccalaureate program with ERAU. Applications at ERAU are valid for one (1) calendar year. If the applicant has fulfilled all ERAU admissions requirements, full enrollment at ERAU may be permitted after the completion or partial- completion of the ATCC degree program.

Transferability of Credit: ERAU shall consider and review all credit completed with a grade of "C" or higher based on the guidelines as set forth in the United States Council for Higher Education Accreditation. Participating students shall be required to complete an ERAU program of study that is comprised of, at minimum, one hundred and twenty (120) credit hours. The transfer student's records (transcripts, etc.) will be evaluated according to the rules and regulations as described in the catalog and in accordance with university policies in effect at the time of the student's admission to a degree program. After evaluation, the student will be notified that an official evaluation has been completed, which details all applicable transfer credit that has been accepted by the University.

Program Management and Reporting: To assure the admission and academic success of participating students, each institution will agree to develop and maintain a program management and reporting system, in collaboration with participating faculty, advisors, and students, to continuously improve the academic agreement.

- Alexandria Technical and Community College (ATCC) will:

- Provide the opportunity for ERAU to participate in all College Fairs or special events held at, or sponsored by, ATCC as deemed appropriate for ERAU program promotion.
- Provide ERAU admission and transfer information to all prospective agreement students and refer them to the designated ERAU enrollment management representative.
- ERAU will:
 - Give full consideration for any applicable scholarship or financial assistance resources by ERAU to students participating in this agreement.
 - Advise eligible prospective students of their benefits under the VA, maintain VA benefit records, and ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to ERAU.
 - Waive the application fee to ERAU for Alexandria Technical and Community College transfer students through the use of a unique application waiver fee code.
 - Provide the proper customer service to all applying students through our Enrollment Management, Admissions and Registrar departments.

Indemnification: The parties hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the indemnifying party's performance under this contract, or its acts or omissions, or those of any person or entity acting on the indemnifying party's behalf or at its request. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

Logo, Names, and Marks: The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them and that neither shall advertise, state, or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage in the logos, names, trademarks, or other identification or protected intellectual property of the other. Requests for permission to use the Embry-Riddle Aeronautical University name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage, and shall be directed to Department of Creative Strategy and Brand Management at wwmktg@erau.edu or (386)323-8673. Requests for permission to use the

Alexandria Technical and Community College name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage and shall be directed to Alexandria Technical and Community College Office of Marketing at communications@alextech.edu.

Disputes/Jurisdiction: The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Florida, and County of Volusia without regard to otherwise applicable choice of law provisions.

The parties agree to resolve any disputes between them in Volusia County, Florida by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration by a single arbitrator and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be reduced to a judgment at law. Unless otherwise provided in this agreement or elsewhere, each side shall bear its own costs and expenses. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party's notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Volusia County, Florida courts to prevent imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then ERAU may also seek injunctive relief in that jurisdiction.

Scanned or Imaged Signatures: The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

Headings: The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

Force Majeure: No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

