

ARTICULATION AGREEMENT  
BETWEEN  
BERKELEY COLLEGE  
AND  
BERGEN COMMUNITY COLLEGE

AGREEMENT by and between Berkeley College ("Berkeley"), an institution of higher education with a location at 44 Rifle Camp Road, Woodland Park, NJ 07424 and Bergen Community College ("BCC"), an institution of higher education located at 400 Paramus Road, Paramus, NJ. 07652.

WHEREAS, this agreement shall extend to all BCC campuses.

WHEREAS, the parties desire to facilitate opportunities for the full transfer of BCC associate degrees towards a corresponding bachelor's degree program at Berkeley, subject to the terms and conditions below;

WHEREAS, all detailed information regarding transfer programs and course equivalencies will be made available on the NJ Transfer website; and

NOW, THEREFORE, the parties agree as follows:

**I. ELIGIBILITY REQUIREMENTS**

Subject to the requirements below, students' associate degrees earned at BCC will be fully transferable towards a corresponding bachelor's degree at Berkeley College (approximately 60-64 semester credits). These credits will be applied to satisfy the core curriculum for the first two (2) years of the corresponding Berkeley College bachelor's degree. All corresponding programs shall be made available on the New Jersey Transfer ("NJ Transfer") website.

- A. Student completed an Associate in Arts (AA), Associate in Science (AS), and/or Associate in Applied Science (AAS) degree at BCC in a program that corresponds with a Berkeley bachelor's degree program;
- B. Student applied and has been admitted to Berkeley; and
- C. Student enrolled in a corresponding bachelor's degree program at Berkeley.

**II. EXCEPTIONS**

Certain programs at Berkeley College are subject to state and/or accrediting agency requirements. Such programs may have stringent transfer credit criteria (such as minimum grades). Certain courses may not be eligible for transfer credit. (For example, courses containing clinical and/or laboratory credits are not eligible for transfer credit to the LPN to BSN program.) Students may be required to re-take courses or take additional courses in the event they do not satisfy the program transfer credit criteria. Students should review the degree program information on Berkeley College's website, program supplements, and the NJ Transfer website.

**III. NO GUARANTEED ADMISSION**

BCC students shall not be guaranteed admission to Berkeley College.

#### IV. NON-CORRESPONDING PROGRAMS: OTHER TRANSFER STUDENTS

If a BCC student (1) has completed an AA, AS, or AAS degree at BCC, but such degree program does not align with a corresponding Berkeley bachelor's degree program; or (2) has not completed their associate's degree at BCC but applies to transfer, then Berkeley College will evaluate such student's transcript on an individual, course-by-course basis and in accordance with its Transfer Credit Policy. Course equivalencies will also be made available on the NJ Transfer website.

#### V. INSTITUTIONAL OBLIGATIONS

- A. In the event that either institution modifies or eliminates its curriculum and/or course requirements, it shall be responsible for updating such information on the NJ Transfer website in a timely manner. Additionally, each party will make reasonable efforts to notify the other party prior to any implementation of any curricular changes that might affect this Agreement.
- B. In the event that BCC modifies or eliminates its curriculum and/or course requirements to the extent that it substantially differs from (and/or no longer aligns with) the corresponding Berkeley College bachelor's degree program, Berkeley, in its sole discretion, may decline to accept credits for transfer.
- C. In the event Berkeley modifies or eliminates its curriculum and/or course requirements to the extent that it substantially differs from (and/or no longer aligns with) the BCC associate's degree program, Berkeley, in its sole discretion, shall treat such BCC program as a non-corresponding program and transcripts will be evaluated as provided in Section IV above.
- D. Grades earned at BCC are not transferable and will not be applied toward the calculation of the student's grade point average earned at Berkeley.
- E. Not all degree programs and courses are offered at every Berkeley location. Students may be required to take some courses at another location or online.
- F. Berkeley reserves the right to add, discontinue or modify its academic, scholarship and other programs and policies at any time.
- G. Information about Berkeley College grants and scholarships is available online at [berkeleycollege.edu](http://berkeleycollege.edu) in the Undergraduate Catalog.

#### IV. TERMINATION

This Agreement shall remain in effect from the date of the last signature below until it is terminated by one of the parties. Either party may terminate this Agreement by providing at least three (3) months' written notice prior to the intended date of termination.

#### V. PROPRIETARY MARKS: PUBLICITY

Each party acknowledges that the other is the exclusive owner of certain trademarks and service marks ("Marks"). Each party agrees not to use the Marks of the other for any purpose without prior written consent. The parties hereby grant each other permission to refer to the names of the parties and this Agreement in each party's official Catalog and web site, and in other ways for the sole purpose of promoting the successful implementation of this Agreement and communicating its contents to the general public.

## VI. INDEPENDENT CONTRACTORS

It is expressly understood that Berkeley and BCC are independent contractors. Nothing herein shall create any joint venture, legal partnership, agency relationship or otherwise provide any authority of the one party to bind the other to any third party. Neither party may act in any way as the representative of the other, nor is either party authorized to incur any liability, obligation or expense on behalf of the other party.

## VII. ASSIGNMENT

Neither party shall assign or subcontract any portion of its rights or obligations under this Agreement to any unaffiliated person or entity without the written consent of the other party. Any attempt to do so shall be deemed null and void as between the parties. This Agreement shall be binding upon the parties' successors and permissible assigns.

## VIII. GOVERNING LAW: VENUE

This Agreement shall be governed by the laws of the State of New Jersey without giving effect to any conflict of laws provisions. Any legal proceedings arising out of this Agreement shall be commenced and maintained exclusively in a state or federal court located in the State of New Jersey. The parties hereby consent to jurisdiction and waive any objections to venue in such courts.

## IX. NOTICE

Notice shall be given to each party at the address listed below (i) by deposit with an overnight courier with charges prepaid; (ii) by deposit in the United States mail, first-class postage prepaid by registered or certified mail; or (iii) by email to the other party, which shall be effective upon the giving of a separate acknowledgement of receipt. Any notice shall be deemed to have been given one (1) business day after deposit with an overnight courier or three (3) days after deposit in the United States mail.

Berkeley College

Office of the Provost  
Woodland Park, NJ 07424  
44 Rifle Camp Road  
Beth-  
castigli@berkeleycollege.edu

Bergen Community College

Attn: Office of the Vice President \_\_\_\_\_  
400 Paramus Road  
Paramus, NJ. 07652  
Email: **wmullaney@bergen.edu**

## X. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter it addresses and supersedes all other agreements, representations and understandings between the parties with respect thereto. Except as otherwise noted, this Agreement, including its appendices, may not be supplemented or modified without a written and dated amendment signed by both parties.

XI. MISCELLANEOUS

- A. Survival of Terms. The provisions concerning intellectual property rights shall survive the termination of this Agreement.
- B. Headings. Headings set forth in this Agreement are intended solely for organizational purposes and shall not affect the interpretation of the underlying provisions.
- C. Counterparts. This Agreement *may* be executed in counterparts. Execution may be evidenced by an electronic copy (facsimile or electronic image) of the signed document.
- D. Severability. In the event a court of competent jurisdiction declares any provision of this Agreement to be void, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.
- E. Force Majeure. Neither party shall be liable for a failure to perform its obligations under this Agreement to the extent that such performance was rendered impracticable by fire, flood, police action, public safety emergency, epidemic, natural disaster or act of terrorism or war.
- F. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall confer upon any other person or entity, any enforceable right, benefit or remedy of any nature by reason of this Agreement.

OK  
WRN

Berkeley College

Bergen Community College

By: Marsha Pollard

By: Michael D. Redmond

~~Debra Castiglia, PhD~~ Marsha A. Pollard, PhD

Michael D. Redmond, PhD.

Provost J

President

Date:.....-:...., ..u.....1 -

Date: 12/13/2015