

AGREEMENT FOR ARTICULATION BETWEEN
FASHION INSTITUTE OF TECHNOLOGY
BACHELOR OF SCIENCE UPPER DIVISION DEGREE PROGRAMS FROM THE JAY AND PATTY BAKER
SCHOOL OF BUSINESS AND TECHNOLOGY

AND

HERKIMER COLLEGE
ASSOCIATE IN APPLIED SCIENCE DEGREE IN BUSINESS FASHION BUYING AND MERCHANDISING

I. INTRODUCTION

This articulation agreement (the "Agreement") is made by and between the Fashion Institute of Technology ("FIT"), a community college in the program of the State University of New York ("SUNY"), with offices at Seventh Avenue at 27th Street, New York, NY 10001, and Herkimer College (the "Institution"), a community college in the program of SUNY, with offices at 100 Reservoir Road, Herkimer, NY 13350 (each a "Party" and collectively the "Parties"). FIT and the Institution wish to enter into this Agreement pursuant to which students of the Institution's Associate in Applied Science ("A.A.S.") degree in Business Fashion Buying and Merchandising (HEGIS code: 5004) will be eligible for articulated course credits at FIT in pursuit of an upper division Bachelor of Science ("B.S.") degree in the Jay and Patty Baker School of Business and Technology in Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, and Production Management according to the terms and conditions contained in this Agreement.

II. OBJECTIVES

This Agreement reflects a collaborative effort between FIT and Institution to:

- Attract qualified students to FIT's B.S. degree programs in Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, and Production Management, and Institution's A.A.S. degree program in Business Fashion Buying and Merchandising;
- Encourage academic coordination and other faculty/administrative interactions, including curricular reviews and administrative streamlining; and
- Provide for the exchange of information on successes and failures of the articulation program pursuant to this Agreement in order to make improvements.

III. DESCRIPTION OF ARTICULATION PROGRAM

A. Admission Program.

1. Students at Institution who meet the following articulation criteria ("Program Students") are eligible to apply for admission to FIT in its B.S. degree in Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products

Development, International Trade and Marketing for the Fashion Industries, or Production Management:

- i. Successful completion and award of Institution's A.A.S. degree in Business Fashion Buying and Merchandising;
 - ii. Maintenance of a minimum overall cumulative grade point average of 3.0;
 - iii. Completion of an additional 6 credits before admittance to FIT, consisting of 3 credits in Macroeconomics and 3 credits in any one the following SUNY General Education approved categories: Social Sciences (G4), Western Civilization (G5), The Arts (G6), Humanities (G7), Foreign Languages (G8), Other World Civilizations (G9), and American History (G10); and
 - iv. Maintenance of a grade of "C" or better in all General Education courses applied to FIT for transfer credits.
2. The final determination of admission of any Program Student will be made by FIT's Office of Admissions in its sole discretion and will include consideration of available space and an assessment of each eligible Program Student's qualifications.
 3. Institution agrees to promulgate information and to advise interested students at Institution of the provision of general and specific sections of this Agreement.
 4. Program Students who enroll at FIT will be students of FIT and therefore subject to all of the policies, procedures, rules, and regulations as any other FIT student, including but not limited to payment of tuition and fees and application of the Student Rights and Responsibilities Manual and its codes of conduct.

B. *Acceptance and Application of Credits.*

1. FIT agrees to accept as fifth semester students Program Students who are offered admission to FIT in its upper division B.S. degree in Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, or Production Management.
2. FIT will accept as comparable courses for credit and entrance into FIT's B.S. degree in, Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, and Production Management the courses of Institution as set forth in **Exhibit A**, attached hereto and incorporated as if set forth herein.

C. *Review.* This Agreement shall be reviewed by both Parties prior to this Agreement's renewal pursuant to Section IV herein, or whenever substantive changes are made in the curriculum of either Party, whichever is earlier. The Parties agree that as part of this review, faculty and administrative staff from both Parties will confer on matters of curriculum content and other program details.

IV. TERM AND TERMINATION

- A. **Effective Date and Execution.** This Agreement shall be effective when all parties have executed the Agreement (the "Effective Date"). This Agreement will apply to Program Students seeking to enroll at FIT as of Fall 2016 and in any semester thereafter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- B. **Term and Renewal.** This Agreement shall run from the Effective Date until June 29, 2018. The Agreement may thereafter be renewed in writing for subsequent two (2) year terms or as otherwise agreed upon by the Parties in writing.
- C. **Termination.** Either Party may terminate this Agreement at any time upon 60 days written notice to the other Party. If either party chooses to terminate the Agreement, or if the Agreement is not renewed, the parties will honor the Agreement and all of its terms for any Program Student enrolled at FIT as of the date of termination.

V. MISCELLANEOUS

- A. **Representations and Warranties.**
 - 1. Each Party represents and warrants that the official executing this Agreement on its behalf is duly authorized to do so, and acknowledges that the other Party is acting in reliance thereon.
 - 2. Each Party warrants that it is accredited by and/or properly recognized by the relevant accrediting and/or regulatory bodies in each Party's jurisdiction. Each Party agrees that it will immediately notify the other Party should such accreditation status change.
- B. **Amendments.** This Agreement may be amended only by written agreement signed by an authorized representative of each Party.
- C. **Disputes.** The Parties shall strive to resolve any dispute in connection with this Agreement through good faith negotiation. In the event that a dispute cannot be resolved through non-judicial negotiation within 120 days after a written request to negotiate, the Parties agree to resolve the issue through final and binding arbitration conducted in the state of New York pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The number of arbitrators shall be one. Each Party shall bear its own costs of the arbitration.
- D. **Independent Contractor.** The relationship of the Parties is that of independent contractors, and neither Party will hold itself out as being a partner or agent of the other Party.
- E. **Indemnification.** To the extent permitted by applicable law, each Party agrees to defend, indemnify and hold the other Party harmless from any and all claims or damages, including reasonable attorneys' fees, brought by a Program Student, his/her parents, survivors or agents, arising from any negligent acts or omissions or misconduct of the indemnifying party. Neither Party will be liable for any acts or omissions of the other, nor shall either Party be liable for the acts of other FIT or Institution students.
- F. **Assignment.** The Parties will not assign or transfer this Agreement or any right or interest herein.

- G. **Use of Name.** The Parties will not use or adopt names, logos or any identification of the other Party without the other Party's prior written approval by an authorized representative.
- H. **Severability.** If any paragraph or clause of the Agreement is deemed illegal or invalid or void for any reason, it shall be modified to the minimum extent necessary to make it legal or valid, and the remaining paragraphs and clauses of the Agreement will remain in full force and effect.
- I. **Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach hereunder.
- J. **Non-Discrimination.** This Agreement will be implemented by both Parties in accordance with all applicable laws and regulations, and in a manner that does not discriminate against any person on a basis (or perceived basis) of race, color, national origin, religion, sex, sexual orientation, gender identity, pregnancy, genetic disposition/information, citizenship status, age, veteran status or disability, or any other basis prohibited by applicable law.
- K. **Subheadings.** The use of subheadings in this Agreement is strictly for organizational purposes only and shall not be construed to limit, modify or amend the provisions herein.
- L. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if sent by regular first class mail or by overnight courier to such Party at its address as set forth below:

To FIT:

Fashion Institute of Technology
 Seventh Avenue at 27th Street
 New York, NY 10001
 Attn: Giacomo M. Oliva, Ed.D.
 Vice President for Academic Affairs

With a copy to:

Fashion Institute of Technology
 Office of the General Counsel
 Seventh Avenue at 27th Street
 New York, NY 10001

To Herkimer College:

Herkimer College
 100 Reservoir Road
 Herkimer, NY 13350
 Attn: Michael Oriolo
 Provost

With a copy to:

Herkimer College
 Transfer Services
 100 Reservoir Road
 Herkimer, NY 13357

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused this Agreement to be executed as follows:

For FIT:



Signature

Dr. Joyce F. Brown

Name

President

Title

4/19/16

Date

For Herkimer College:



Signature

Dr. Cathleen McColgin

Name

President

Title

23 Mar 2016

Date

EXHIBIT A

Course Equivalency

For eligible Program Students, the following comparable courses will be accepted for credit and entrance into FIT's B.S. degree in Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, and Production Management.

| Herkimer College: Business Fashion Buying and Merchandising | | |
|--|--|---------|
| Course # | Course Title | Credits |
| BU 111 | Business Organization & Management | 3 |
| BU 145 | Principles of Retailing | 3 |
| BU 225 | Customer Service Management | 3 |
| FS 100 | First Year Student Seminar | 1 |
| IS 111 | Keyboarding Essentials | 1 |
| BU 156 | History of Costume | 3 |
| BU 112 | Business Communications | 3 |
| BU 114 | Accounting I | 3 |
| BU 141 | Intro Marketing | 3 |
| BU 143 | Advertising | 3 |
| BU 157 | Textiles | 3 |
| BU 205 | Retail Buying | 3 |
| BU 257 | Fashion Merchandising | 3 |
| | Business Elective | 3 |
| | Business Elective | 3 |
| | | |
| | Major/Related Area credits: | 41 |
| SS 141 | Required course in Macroeconomics – see Section III of Agreement | 3 |
| Gen Ed/Liberal Arts | | |
| EN 111 | English I -College Writing | 3 |
| EN 112 | English II – Intro to Literature | 3 |
| | Liberal Arts Elective | 3 |
| | Math Elective | 3 |
| | Science Elective | 3 |
| | Liberal Arts Elective | 3 |
| | Social Science Elective | 3 |
| | Additional 3 credits of Gen Ed – see Section III of Agreement | 3 |
| | General Education/Liberal Arts credits | 21 |
| | Physical Education | 2 |
| | AAS Degree program credits: | 64 |

| FIT: Direct and Interactive Marketing, Entrepreneurship for the Fashion and Design Industries, Home Products Development, International Trade and Marketing for the Fashion Industries, or Production Management | | |
|---|--|-----------|
| Course # | Course Title | Credits |
| FM 268 | Team Development Workshop | 2.5 |
| FM 116 | Fashion Business Practices | 3 |
| FM 262 | Contemporary Retail Management | 3 |
| | | |
| | | |
| FM 114 | Introduction to the Fashion Industry | 3 |
| | Choice – Related Area Elective | 1.5-3 |
| FM 224 | Merchandising Math Applications | 3 |
| FM 117 | Introduction to Fashion Marketing | 3 |
| AC 111 | Advertising and Promotion | 3 |
| TS 111 | Fundamentals of Textiles | 3 |
| MG 153 | Excel for Business | 2 |
| FM 225 | Fashion Merchandising | 3 |
| FM 244 | Product Development | 3 |
| | Choice – Major Area Elective | 3-4 |
| | Choice Major Area Elective | 3-4 |
| | Major/Related Area credits: | 39 – 42.5 |
| GEN ED/Liberal Arts | | |
| EN 121 | English Composition (G1) | 3 |
| | Choice any 200 or 300 level Eng Lit | 3 |
| | | |
| MA 222 | Statistical Analysis (G3) | 3 |
| | Choice Natural Science (G2) | 3 |
| | Choice G4 – G10 | 3 |
| | Choice G4 – G10 | 3 |
| | Choice G4 – G10 | 3 |
| | General Education/Liberal Arts credits | 24 |
| | Physical Education | 1 |
| | AAS Degree program credits: | 64 |