

**ARTICULATION AGREEMENT
BETWEEN BERKELEY COLLEGE AND
HERKIMER COLLEGE**

AGREEMENT by and between Berkeley College ("Berkeley"), an institution of higher education with a location at 3 East 43rd Street, New York, NY 10017 and Herkimer College ("Herkimer"), an institution of higher education located at 100 Reservoir Road, Herkimer, NY 13350

WHEREAS, the parties desire to facilitate opportunities for students who wish to transfer from Herkimer with associate degrees to the baccalaureate degree programs at Berkeley; and

WHEREAS, the parties desire to further that goal by defining the terms and conditions under which those students will be able to transfer to Berkeley with little or no loss of academic credits previously earned;

NOW, THEREFORE, the parties agree as follows:

I. ENROLLMENT AND TRANSFER REQUIREMENTS

Students who meet all of the following requirements will be treated as having completed up to 90 Berkeley credits (the equivalent of approximately 60 semester credits) and will be eligible for admission to an Upper Division. Applications for transfer credit that, in the sole discretion of Berkeley, do not meet all of the requirements below will be evaluated on an individual course-by-course basis and in accordance with Berkeley's Transfer Credit Policy.

- A. Students must have graduated from Herkimer with an associate's degree.
- B. Students must have completed the requisite coursework for one of the Herkimer programs listed in Appendix A and must be seeking to apply those credits to a corresponding Berkeley bachelor's degree program.
 1. Appendix A lists all Herkimer courses and credits for the included programs and the corresponding Berkeley courses and credits toward which they will be accepted.
 2. In the event that either institution modifies or eliminates any of the courses or credits in Appendix A, Berkeley, in its sole discretion, may decline to accept credits for transfer with respect to those courses unless and until the parties have mutually agreed upon an appropriate amendment of Appendix A.
- C. Only credits earned within 10 years of the date of the transfer application will be covered by this Agreement.

II. GENERAL INFORMATION

- A. Berkeley follows a quarter system. For in-person courses, one Berkeley credit hour is equivalent to 50 minutes of scheduled class time plus 2 hours of out-of-class work, per week, over the span of a 12 week quarter.

- B. Berkeley accepts transfer credits, not grades. Course grades received at Herkimer will not be applied toward the calculation of the student's grade point average at Berkeley.
- C. 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.
- D. Berkeley reserves the right to add, discontinue or modify its academic, scholarship and other programs and policies at any time.

III. INSTITUTIONAL OBLIGATIONS

- A. During the period of this Agreement, each party will send notice to the other at least 4 months prior to the implementation of any curricular changes that might affect this Agreement.
- B. The parties will use reasonable efforts to make appropriate personnel in their respective institutions aware of this Agreement and encourage them to support it. Such persons include admissions staff, counselors and appropriate faculty. Berkeley's Office of Admissions will supply Herkimer with promotional literature, which will be made available to students.

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 Herkimer 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. 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
Attn: Marianne P. Vakalis, Ed.D.
Office of the Provost
44 Rifle Camp Road
mpv@berkeleycollege.edu

Herkimer College
Attn: Katherine A. Schwabach
Counselor, Transfer Services
100 Reservoir Road
Herkimer, NY 13350
schwabaka@herkimer.edu

IX. GOVERNING LAW; VENUE

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

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, including but not limited to the February 2008 agreement between the parties. 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.

Berkeley College

Herkimer College

By: M. Vakalis Date: June 16, 2014

By: Nicholas Laino Date: 5/23/14

Marianne P. Vakalis, Ed.D.
Provost

Nicholas Laino
Interim President

By: Michael Oriolo Date: 5/16/14

Michael Oriolo
Dean of Academic Affairs

Appendix A: Transfer Tables

MARKETING COMMUNICATIONS

Herkimer College
A.A.S. Business Marketing

BERKELEY COLLEGE
B.B.A.

		Accepted SEM HRS	Required QRT HRS		
Major Courses					
BU141	Intro Marketing	3		MKT220	Principles of Marketing
BU142	Marketing Research & New Bus Dev	3		MKT222	Foundations of Market Research
			4	MKT223	Digital and Social Media Strategy
			4	MKT241	Consumer Behavior
BU143	Advertising	3	4	MKT242	Brand Management
			4	MKT247	Advertising Management
			4	MKT351	Public Relations
			4	MKT446	Media Strategy and Metrics
			4	MKT455	The IMC Campaign
BU245	Marketing Management	3	8		Marketing Electives **
Business Courses					
BU111	Bus Organization & Management	3		BUS100	Business Organization & Management
BU250	Business Ethics (Rec. Business Elective)	3		BUS245	Business Ethics
FS100	First Year Student Seminar	1		BUS226	Career Management Seminar
			4	BUS281	Project Management
			4	BUS483	Internship
IS115	Computer Applications I (IS Elective)	3		CIS115	Computer Applications
			2	CIS212	Multimedia and Business Presentations
BU232	Principles of Management	3		MGT220	Principles of Management
			4	MGT420	Managing for Change
BUS114	Accounting I	3			Business Electives
BUS115	Accounting II	3			
BU225	Customer Service Management	3			
Liberal Arts Courses *					
EN111	English I - College Writing	3		ENG105	Expository Writing
EN112	English II - Intro to Lit	3		ENG106	Writing Through Literature
			4	ENG115	Public Speaking
BU112	Business Communications	3		ENG265	Business Communication
			4	MAT211	College Algebra
			4	MAT212	Mathematics with Business Applications
MA127	Mathematical Statistics I	3		MAT215	Statistics I
			4	MAT216	Statistics II
SS185	Intro Macroeconomics	3		SOC201	Macroeconomics
			4	SOC231	Human Relations in the Workforce
			4	SOC310	Intercultural Communication
			4	HUM311	Persuasive Communication
			8		Humanities Electives
			8		Social Science Electives
	Social Science Elective	3		GEC111	The Art of Argument
	Liberal Arts Elective	3			Gen Ed Core Math/Science Elective
	Science Elective	3			Gen Ed Core Social Science Elective
	Social Science Elective	3			Free Electives
	Physical Education Activity	2			
IS111	Keyboarding Elective	1			
		64	90		

** 8 Marketing Communications credits must be at the 300/400 level.

* 16 Liberal Arts credits must be taken at the 300/400 level.