

## BERKELEY COLLEGE REVERSE TRANSFER AGREEMENT

**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 Kingsborough Community College ("KCC"), an institution of higher education located at 2001 Oriental Boulevard, Brooklyn, NY 11235.

**WHEREAS**, the parties desire to provide students who attended KCC then transferred to a bachelor's degree program at Berkeley without first obtaining associate's degrees from KCC with the ability to transfer credits subsequently earned at Berkeley back to KCC for the purpose of attaining their KCC associate's degrees; and

**WHEREAS**, the parties agree to further that goal by defining the terms and conditions under which these students will be able to transfer their Berkeley credits back to KCC.

**NOW, THEREFORE**, the parties agree as follows:

### **I. ELIGIBILITY REQUIREMENTS**

In order to participate in the reverse transfer process;

- A. Students must have earned at least 30 semester credits at KCC prior to enrollment at Berkeley.
- B. Students must have been admitted to Berkeley.
- C. Students must have enrolled and earned credits towards a Berkeley baccalaureate degree program.
- D. Only credits earned at KCC within 10 years of the date of an application to transfer Berkeley credits to KCC will be covered by this Agreement.

1. Any credits that are more than 10 years old will be reviewed by the appropriate School Dean. The Dean will consider the academic requirements of the particular discipline and current industry standards when making a determination as to which credits will be accepted.

### **II. QUARTER SYSTEM AND CREDIT HOURS**

Berkeley follows a quarter system. For in-person courses, one Berkeley credit hour is equivalent to 45 minutes of scheduled class time plus two hours of out-of-class work, per week, over the span of a 12 week quarter.

### III. REVERSE TRANSFER PROCESS

- A. Students will meet with their Berkeley academic advisors periodically. The advisors will inform the students of any Berkeley transfer credit requirements that must be completed in order for the students to receive an KCC associate's degree.
- B. When the academic advisor has determined that the students have satisfied all Berkeley transfer credit requirements that must be completed in order for the students to receive an KCC associate's degree, the academic advisor will inform the students of any KCC transfer credit requirements that must be completed in order for the students to receive an KCC associate's degree.
- C. Berkeley will inform the students that they are not guaranteed an associate's degree from KCC and that it is within KCC's discretion whether to accept credits earned at Berkeley.
- D. Berkeley will inform the students that their transcripts will only be sent to KCC if the students provide written consent to such disclosure.
- E. Berkeley will send the students' transcripts to KCC.
- F. KCC will determine whether the associate's degree requirements are satisfied.

- G. KCC will determine whether the students have satisfied all KCC transfer credit requirements that must be completed in order for the students to receive an KCC associate's degree.
- H. KCC will determine whether to grant an associate's degree. If so, KCC will award the degree to the students at a future commencement ceremony.

### IV. INSTITUTIONAL OBLIGATIONS

- A. Both parties reserve the right to add, discontinue or modify its academic programs, scholarship or other programs and policies at any time.
- B. Berkeley will provide appropriate personnel in their facilities to support the students' academic and personal needs.
- C. Such personnel include admissions staff, counselors and appropriate faculty.

### V. TERM AND TERMINATION

This Agreement shall remain in effect from the date of the last signature hereon 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.

## **VI. PROPRIETARY MARKS; PUBLICITY**

Each party acknowledges that the other is the exclusive owner of certain trademarks and service marks. Each party agrees not to use the mark of the other nor any names or 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.

## **VII. INDEPENDENT CONTRACTORS**

It is expressly understood that Berkeley and KCC are independent contractors. Nothing herein shall create any joint venture, legal partnership, agency, relationship or otherwise, provide 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.

## **VIII. ASSIGNMENT**

Neither party shall assign or subcontract any portion of its rights or obligations under this Agreement. This Agreement, including all amendments, shall be binding upon the parties' successors and permissible assigns.

## **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 acknowledgment 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  
Woodland Park, NJ 07424  
mpv@berkeleycollege.edu

**Kingsborough Community College**  
Attn: Reza Fakhari  
Associate Provost and Professor  
2001 Oriental Boulevard  
Brooklyn, NY 11235  
reza.fakhari@kbcc.cuny.edu

## **X. 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 litigation arising out of this Agreement shall be commenced and prosecuted exclusively in a state or federal court located in the State of New Jersey, and the Parties hereby consent to jurisdiction and waive any objection to venue in such courts.

**XI. ENTIRE AGREEMENT; AMENDMENT**

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter it addresses. 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.

**XII. MISCELLANEOUS**

**A. Survival of Terms.** The provisions concerning intellectual property rights shall

**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 in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same 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 covered 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 in the event 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 any benefit or remedy of any nature by reason of this Agreement to any third party.

**G. Non-Exclusivity.** This Agreement is non-exclusive and shall not prevent either party from entering into similar arrangements with other institutions or individuals.

*Mary McDonough*

*16/1/17*

*Dr. Reza Fakhari*

Mary McDonough, PhD  
Marianne P. Vakalis, Ed.D.  
Provost

Dr. Reza Fakhari  
Associate Provost and Professor