



## COLLABORATION AGREEMENT

### BETWEEN

#### WESTERN GOVERNORS UNIVERSITY AND BOROUGH OF MANHATTAN COMMUNITY COLLEGE

Western Governors University, with its address at 4001 S. 700 E, Suite #700, Salt Lake City, UT 84107 (“University” or “WGU”) and Borough of Manhattan Community College, with its address at 199 Chambers Street, New York, NY 10007 (“Institution” or “BMCC”), each a “Party” and together the “Parties,” enter into this Academic Collaboration Agreement (the “Agreement”) as of the date of the last signature below.

#### 1. **BACKGROUND AND DESCRIPTION OF COLLABORATION (“Mission Statement”)**

WGU seeks to provide BMCC’s graduates and employees with a streamlined approach to higher education and professional development through WGU’s online college courses and identified WGU affiliates.

WGU and BMCC will work together to offer and enroll BMCC’s graduates and employees (as identified in this Agreement) to WGU’s competency-based and mentor-supported online degree programs and credentials and are subject to the terms of this Agreement.

This Agreement will identify and outline the responsibilities of each Party and the agreed upon commitments of the collaboration.

#### 2. **DEFINITIONS**

- 2.1 Employees: Employees of BMCC eligible for participation under this Agreement.
- 2.2 Graduates: Current students from BMCC who eventually graduate and potentially enroll at WGU under the qualified programs identified under this Agreement.
- 2.3 Program: Specific degree programs that are being offered by the University and its colleges and made available to graduates and employees under the terms of this Agreement.
- 2.4 Non-Degree Offering: Specific Post-Master’s Certificates and micro-credentials that are offered by the University, its Colleges, and Affiliates and made available to Graduates and Employees under this Agreement.
- 2.5 University: The academic entities and/or individual colleges of WGU that are solely responsible and oversee all aspects of any degree program, certification, curriculum, admissions, student records, and applicable accreditation(s).

#### 3. **RESPONSIBILITIES OF INSTITUTION**

- 3.1 Institution shall have the following responsibilities under this Agreement.

- 3.1.1 BMCC will collaborate with WGU to create and distribute a press release to announce the new partnership. This press release will be co-created by WGU and BMCC and both institutions will release it to media outlets and post it on all applicable online channels where Institution publishes news releases.

3.1.2 Provide graduates and employees the opportunity to transfer or enroll in WGU, provided that the University will retain full authority over admission to any degree program, non-degree offering, or micro-credential program.

3.1.3 Collaborate on the development of graduate and employee engagement opportunity plans, timelines, and materials, provided that the University will retain full authority over admission to any program.

3.1.4 Support additional marketing communications by providing the contact information of recent graduated students annually to WGU.

3.1.5 Work with WGU to facilitate and execute all graduate and employee engagement opportunities as appropriate.

3.1.5.1 Invite WGU to attend student-facing events that BMCC, in its sole discretion, decides to hold.

3.1.5.2 Provide a link to the University website with information regarding the collaboration with WGU and the articulated programs.

3.1.6 Appoint an individual to serve as a single point of contact to act as liaison with WGU representatives. This person will assist in overseeing the successful management of the collaboration and the agreed upon terms and conditions as set forth in this Agreement.

3.1.7 Be committed to supporting transfer students and employees for the term of this agreement. This support could be in the form of encouragement, information, scholarships, agreements for promotion, and other methods identified in additional amendments to the Agreement.

3.1.8 At minimum, participate in annual collaboration reviews with WGU team members.

#### **4 RESPONSIBILITIES OF WGU**

4.1 WGU shall have the following responsibilities under this Agreement.

4.1.1 WGU will articulate transfer of credits for all AA, AS and AAS (with a minimum 2.0 GPA) degrees from Institution to University that are of natural transfer into our colleges of IT, Business, Health Professions and Teaching.

4.1.1.1 The articulation pathways will be kept up to date on our articulation landing page for graduates and employees to view at <https://partners.wgu.edu>

4.1.1.2 WGU will review Institution new catalogs annually to ensure the most recent program requirements are reflected in the articulation pathways

4.1.2 Retain sole responsibility and decision of Admissions to ensure that all graduates have the highest opportunity of success in WGU's innovative and effective educational models.

4.1.3 Assist in the development and execution of initial and ongoing enrollment campaigns and any marketing materials needed and approved by the Institution.

4.1.4 Provide a variety of co-branded communications and strategies to use for outreach, including email and other messaging templates for various groups of Institution graduates and employees (leadership team/managers, all staff, etc.), intranet or newsletter post templates, posters, and postcards. WGU's Northeast Region team will assist with such efforts.

4.1.5 Provide a dedicated contact(s) who will serve as primary liaison for Institution and will assist in overseeing the successful management of the collaboration and the agreed upon terms and conditions.

4.1.6 Provide access to career service and/or alumni events and activities through its various channels for outreach.

4.1.7 Develop engagement with the Institution and develop new goals and objectives annually that will further integrate the collaboration and build a stronger relationship between the Parties.

## **5 FINANCIAL REQUIREMENTS AND RESPONSIB**

### **5.1 WGU FINANCIAL RESPONSIBILITIES**

5.1.1 WGU will support graduates in applying for financial assistance (FA) including but not limited to:

- a. General FA: FAFSA, Federal Direct Loan Programs, Federal Grant, and Work Programs.
- b. Military Community Focused Financial Aid where applicable: Military Tuition Assistance (MTA), VA Benefits, Pell Grants, Chapter 33, GI Bill

5.1.2 WGU will waive the application fee for any graduate or employee from Institution.

5.1.3 WGU will provide information regarding scholarships for which graduates and employees will be eligible. WGU retains all authority in determining eligibility for scholarships that are not specifically intended for graduates or employees.

5.1.4 Graduates and employees who receive scholarships must maintain good academic standing for the entire term to maintain scholarship eligibility.

## **6 CONFIDENTIALITY AND STUDENT DATA.**

6.1 The parties agree that information disclosed by the other party, its graduates, employees or agents, which by the nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential information without any further marking or designation, will be considered the confidential information of such party. Each Party agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, or dissemination of confidential information. Except as authorized by the other Party in writing, neither Party shall disclose Confidential Information to anyone other than their adequately trained employees, agents, and/or independent contractor(s) on a "need to know" basis

6.2 All education records, student-related records of each Party and personally identifiable information contained in such records (collectively, "Student Records"), shall be created, maintained, and disclosed in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "FERPA"), and other applicable laws and accreditation standards pertinent to Student Records. Institution acknowledges that access to Student Records of Employees enrolled at WGU may only be provided in compliance with FERPA and any other applicable state and federal laws and regulations and, accordingly, that Institution must obtain appropriate written consent from such individuals to access Student Records.

7 **INDEPENDENT CONTRACTOR.** BMCC and WGU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the parties. Each party will be responsible for income, employment and/or other taxes, and workers compensation liabilities for its employees and other personnel providing services hereunder. Neither party shall have the authority to make any commitment on behalf of the other.

8 **USE OF NAME AND LOGO.** Each Party reserves the right to control the use of its name or other identifying characteristic in every respect, including usage of its logos and trademarks as referred to in Exhibit A. Each Party agrees not to use the other Party's name or any other identifying characteristics without the prior express written permission of the named Party. In the event of termination or expiration of this Agreement under Term or Termination provisions, each Party shall remove the other Party's information from its website and cease use of the other Party's marks.

8.1 BMCC and WGU are responsible for notifying and providing any necessary logo modifications to the respective party and usable digital graphic design files and branding standards to align with necessary logo usage.

9 **MISREPRESENTATIONS.** BMCC agrees it, and its employees, officers, directors and agents, will convey accurate information concerning the University and its programs, costs, the availability of financial assistance, the employability of graduates, the transferability of credits, etc. Institution agrees that the University shall pre-approve all program information, promotional and marketing information, financial aid information, or other information provided to others which purports to represent information about the University programs, or any of its related services.

10 **PROHIBITION OF DISCRIMINATION.** University and BMCC agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and University policies.

11 **TERM.** The Term of this Agreement shall commence as of the Effective Date. This Agreement will remain in effect for a period of two (2) years with the option to renew this Agreement upon the mutual written agreement of the Parties. Notwithstanding the foregoing, this Agreement is subject to early termination in accordance with the Termination Provisions of this Agreement.

12 **TERMINATION.**

12.1 Termination Without Cause. This Agreement may be terminated without cause by the University or Institution by giving written notice to the other Party at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

12.2 WGU agrees that upon termination of this agreement any Institution students or employees that are receiving any educational benefit described in this agreement or it's amendments, will receive the full value of that benefit towards their program as long as they remain in good academic standing with the University.

13      **REPRESENTATIONS.** Each Party represents and warrants to the other that: (i) it has the necessary authority to enter into this Agreement; (ii) it will comply with applicable laws, rules, and regulations; and (iii) there are no prior commitments, liabilities, or disputes that would have a material adverse effect on the Party's ability to timely fulfill its obligations under this Agreement.

14      **MISCELLANEOUS**

14.1      No Assignment. Except as specifically permitted under this Agreement, neither Institution nor University shall assign or subcontract their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

14.2      No Third-Party Beneficiaries. This Agreement is intended by the Parties to benefit them only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind, including students and Participants who are not a Party to this Agreement.

14.3      Governing Law. This Agreement shall be subject to and governed by the laws of the State of Utah, without regard to the conflict of laws principles. The Parties agree that any dispute, claim, and/or action arising out of or relating in any way to this Agreement or the relationship between the Parties must and shall be brought exclusively in a state or federal court located in the State of Utah.

14.4      Entire Agreement; Modifications. This Agreement, along with its Exhibits, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties

The Parties have executed this Agreement as of the date of the last signature below.