

**BOROUGH OF MANHATTAN COMMUNITY COLLEGE AND
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
ALLIANCE AGREEMENT**

This Alliance Agreement (“Agreement”) is made the date last executed as evidenced below (“the Effective Date”) by and between the University of Maryland Global Campus (“UMGC”) and Borough of Manhattan Community College (“BMCC”) who together are collectively referred to as the “Institutions.” This Agreement replaces the Alliance Agreement entered into between the Institutions on September 15, 2022.

RECITALS

WHEREAS, UMGc is an accredited institution of higher education located in Adelphi, Maryland, and provides its academic courses and programs in Maryland and through distance delivery. UMGc offers undergraduate and graduate degree and certificate programs and is accredited by the Middle States Commission on Higher Education. UMGc is a constituent institution of the University System of Maryland, an agency of the State of Maryland;

WHEREAS, BMCC is a regionally accredited institution located in New York, NY. BMCC is a community college that is accessible, learning-centered, and dedicated to serving a diverse community of learners and employers through quality innovative programs, services and the appropriate use of technology for life-long learning. BMCC is accredited by the Middle States Commission on Higher Education; and

WHEREAS, the Institutions desire to allow guaranteed admission from BMCC to UMGc.

NOW THEREFORE, the Institutions agree as follows:

I. Term

- A. The term of this Agreement shall be effective as of the Effective Date and continue in effect for an initial period of one (1) year and shall automatically renew for successive one (1) year periods, unless terminated in accordance with this Section.
- B. Either Institution may terminate this Agreement by providing the other Institution ninety (90) days’ prior written notice.

II. Guaranteed Admission

- A. UMGc shall accept eligible students (“eligible students”) who have graduated from the BMCC with an associate’s degree, if the students complete and submit UMGc’s application for admission, have met UMGc’s admission criteria, and are not otherwise disqualified by federal or state law, or any policy of UMGc or the University System of Maryland (“USM”). To be an eligible student, the applicant must:

1. Certify on the admissions application that they have graduated from a state-approved or regionally accredited U.S. high school or achieved one of the required equivalencies under USM Policy III-4.00; have completed high school or 60 or more of an associate's degree; have satisfied UMGC's English proficiency requirement; and have satisfied and all other admissions requirements under UMGC Policy 210.00 Undergraduate Admission Policy ("UMGC Admissions Policy") (*available at: <https://www.umgc.edu/administration/policies-and-reporting/policies/academic-affairs/undergraduate-admissions.cfm>*); and
 2. Be in good standing at BMCC, and not subject to disciplinary expulsions or suspensions in accordance with Section III.E. of the UMGC Undergraduate Admission Policy); and
 3. Not require F1 visa or I20 applicants or other visas that requires sponsorship from UMGC.
- B. UMGC will not promote transfer to UMGC before a student has completed 45 credit hours at CC and shall encourage students to continue to obtain their Associate's Degree.
- C. UMGC will waive the UMGC admission application fee eligible students.
- D. Both UMGC and BMCC shall post these requirements for eligible students on their respective websites. If the parties create a joint landing page, they may satisfy this provision by posting the requirements on their joint landing page.
- E. UMGC or BMCC will not advertise or market guaranteed admission without stating clearly it is for "eligible students only" and providing a link or cite to the requirements of each institution.

III. Transfer

- A. Subject to the terms and conditions of this Agreement, UMGC shall provide students graduating from BMCC with the opportunity to seamlessly transfer into UMGC bachelor's programs as set forth in the UMGC catalog that is applicable at the time the Alliance Student applies for admission to UMGC.
- B. UMGC shall accept transfer of BMCC credits up to a maximum of seventy (70) credit hours in accordance with Maryland law and regulations and applicable UMGC policies and provided that the student does not take the equivalent course at UMGC.
- C. UMGC shall accept credit for prior learning (including military, competency based, and credit by exam) in accordance with COMAR 13B.06.01.04 and 13B.02.02.16. When such credit is granted by CC, UMGC will evaluate the credits on a course-by-course basis, and will accept that credit in transfer provided that it satisfies the same standards as apply to UMGC students, is identified on the student's BMCC transcript, and does not exceed the maximum number of credit hours (70 credit hours) accepted in transfer. Credit granted for prior learning is subject to any expiration dates established by the learning provider.

- D. To obtain an evaluation of transfer credits, the Alliance Student shall request that BMCC send official transcripts directly to UMGC electronically through a secure delivery method to studentrecords@umgc.edu (preferred method) or by mail in a sealed envelope to:
- University of Maryland Global Campus
Attn: Transcripts
3501 University Boulevard East
Adelphi, MD 20783
- E. While not a requirement for admission, both Institutions should advise Alliance Students to contact a UMGC advisor at the time of entry to receive an evaluation of transfer credits and design a degree completion plan.
- F. UMGC will grant prospective students from BMCC a tentative evaluation of all transfer credits within 1-3 business days. It is anticipated that Alliance Students who apply to UMGC and submit official transcripts to UMGC will receive an official evaluation of their transfer credits within 2-3 weeks of receipt of all documentation. Alliance Students should be encouraged by both Institutions to submit official transcripts to UMGC as soon as possible to ensure identification of the most accurate and efficient path to bachelor's degree completion. Evaluations may take slightly longer if UMGC has not previously evaluated the courses from BMCC that the Alliance Student wishes to transfer.
- G. Upon request from the BMCC, UMGC shall provide annual transfer reports to BMCC. Transfer reports will include aggregate de-identified information on bachelor's degree completion, number of credits transferred, number of Community College Transfer Scholarships awarded (if any), and other pertinent information.
- H. Notwithstanding anything in this Agreement to the contrary, the Institutions retain the right and the authority to make changes in their respective courses, programs and credential requirements that they each may determine to be in their respective best interest. Current course, program and credential requirements shall be maintained in the Institution's respective catalogs and on the Institution's respective websites.
- I. The Institutions shall give the other reasonable notice of changes in course program and credential requirements that may materially affect the Alliance Student's status and acceptance of degrees or the transfer of credit as contemplated in this Agreement. Alliance Students that have already been admitted to UMGC and whose transfer credits had been accepted prior to the time of the program or course changes will not be affected, unless the change to the program or course is mandated by law, regulation, an accrediting organization, or licensure requirement and is required to apply to students currently enrolled in a program or course.
- J. UMGC will promote reverse transfer to CC students who transfer to UMGC without a CC Associate's Degree. Interested students must sign a FERPA release to allow UMGC and CC advisors to exchange student academic records to implement dual advising and promote reverse transfer opportunities. The FERPA form is located at: <https://www.umgc.edu/current-students/finances/financial-aid/financial-aid-policies/ferpa.cfm>.

Data may be shared yearly with BMCC administrators for the students who have signed a FERPA release.

IV. Scholarships

- A. UMGC may offer graduates from BMCC the opportunity to apply for scholarship opportunities as they become available.
- B. Students must meet all scholarship qualifications for eligibility, which may include a minimum GPA, associate's degree earned from BMCC and U.S. citizenship or permanent residency.
- C. Scholarships may be promoted on both the BMCC and UMGC websites and publications.

V. Community College Employee Program Participants

- A. BMCC's employees, spouses, and dependents who enroll in UMGC undergraduate or graduate programs under this Agreement are Community College Employee Program Participants ("Program Participants"). Each Program Participant shall be responsible for registering for courses covered by this Agreement.
- B. If a Program Participant is not currently admitted to UMGC, the individual shall submit an admissions application to UMGC, prior to the regularly scheduled UMGC semester in which the individual intends to enroll. UMGC shall evaluate the application and offer or deny admission and enroll Program Participants in accordance with UMGC's standard policies and procedures.
- C. Upon acceptance, Program Participants may register for courses or programs and transfer credits and/or be awarded prior learning credit if eligible under UMGC's standard policies and procedures.
- D. UMGC shall waive the application fee for all applicants who are admitted to UMGC and become Program Participants.
- E. The tuition for Program Participants shall be equal to the current catalog published out-of-state tuition less twenty-five percent (25%) (the "Discounted Tuition"), except that:
 - 1. The Discounted Rate shall not apply to UMGC's specialty undergraduate and graduate courses or programs and doctoral courses or programs, which can be found at <https://www.umgc.edu/costs-and-financial-aid/tuition/index.cfm>, which may be amended from time to time;
 - 2. If the Discounted Tuition rate is less than the in-state tuition rate, a Program Participant will receive the in-state, or any other applicable, rate, as described in this Section; and
 - 3. Program Participants who qualify for the in-state tuition rate or special tuition rate offered to active-duty military servicemembers, spouses, and dependents shall be charged the applicable rate.

VI. Promotion and Tuition Discount for Community College Students

- A. If BMCC agrees to promote and publicize this Agreement in accordance with Section V and Exhibit 1, then UMGC will further agree to provide to all qualified BMCC students a 25% discount rate on out-of-state tuition for all non-specialty UMGC programs as detailed in Section V.E. During the term of this Agreement, the Institutions may develop and agree upon additional mutually acceptable marketing and student recruitment plans to promote the CC-UMGC alliance and inform students of the opportunities available at both Institutions under this Agreement.
- B. BMCC agrees to promote the Alliance to CC students by allowing UMGC to place marketing materials in student service centered departments, on the BMCC website and other BMCC publications.
- C. Any and all marketing, promotional or publication materials developed pursuant to this Agreement prepared or developed by one Institution must be reviewed and approved in writing by the other Institution prior to use of any such materials.
- D. The Institutions may identify and market to groups of individuals that may particularly benefit from this Alliance, such as veterans, military or high school students.
- E. Trademarks.
 1. Subject to the terms below, each Party may specify and make available to the other Party its trade names, trademarks, service marks, logos or other commercial symbols (collectively, "Marks") in connection with this Agreement, and in so doing, each Party grants the other Party a nonexclusive, worldwide, royalty-free, non-transferable revocable license to use such Marks solely for the purposes of this Agreement.
 - i. Before using the other Party's name or Marks on any materials, including but not limited to emails, brochures, webpages, press releases or any other promotional or marketing materials, a Party must send such materials to the other Party for that Party's prior written approval.
 - ii. When using any the other Party's Marks, the Party using the Marks must follow the any trademark usage or brand identity guidelines provided by the Party that owns the Marks. UMGC's brand identity guidelines are located at: <https://www.umgc.edu/about/brand-guidelines.cfm>.
 2. Each Party reserves all rights to their respective Marks, copyrights, patents and other intellectual property rights and no rights to the Marks or copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement.
 3. Neither Party shall use the name or likeness of any Alliance Student or employee or officer of the other Party in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other Party and of the individual whose name or likeness may be utilized.

VII. General Provisions

A. Notices. All notices under this Agreement shall be in writing and given by hand delivery, delivery by U.S. mail, delivery by an overnight carrier or via email to the Institutions at the designated address or such other address as shall be provided in writing. Notice shall be effective upon receipt to the person to whom it is address or three (3) days after notice was sent, whichever is earlier. Notice shall be given to the following persons:

- i. To UMGC:
University of Maryland Global Campus
Office of Legal Affairs
3501 University Blvd. East
Adelphi, MD 20783
Legal-affairs@umgc.edu
- ii. With copy to:
Chris Motz
Vice President, Academic Outreach
University of Maryland Global Campus
3501 University Blvd. East
Adelphi, MD 20783
Chris.motz@umgc.edu
- iii. Borough of Manhattan Community College
Erwin J. Wong
Borough of Manhattan Community College
Provost and Senior Vice President for Academic Affairs
199 Chambers Street, Room S715
New York, NY 10007
ewong@bmcc.cuny.edu
- iv. With copies to:
David P. Barnet
Borough of Manhattan Community College
Acting Dean of Academic Affairs
199 Chambers Street, Room S715
New York, NY 10007
dbarnet@bmcc.cuny.edu

Michael Reyes
BMCC Legal Counsel
199 Chambers Street
New York, N.Y. 10007
mireyes@bmcc.cuny.edu

B. Entire Agreement. This Agreement contains the entire agreement of the Institutions and supersedes any and all prior and/or contemporaneous agreements between the Institutions,

written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed or modified orally, but may only be changed or modified by an agreement in writing signed by both Institutions.

- C. No Partnership. Nothing in this Agreement is intended, shall be, or shall be deemed to constitute a partnership, joint employer, or joint venture between the Institutions. Nothing in this Agreement is intended, shall be, or shall be deemed to create third-party rights or third-party contract beneficiary status to any person or entity other than UMGC and BMCC as the two signatory parties.
- D. Preservation of Immunities. Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMGC or the State of Maryland or of BMCC or CUNY or the State of New York.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, and all of which will constitute one and the same Agreement. This Agreement may be executed by way of electronic signature and signature pages may be exchanged electronically, and such signatures will be deemed original signatures.

IN WITNESS WHEREOF, the Institutions, by their duly authorized representatives, have entered into this Agreement as of the Effective Date.

EXHIBIT 1
PROMOTIONAL ACTIVITIES

1. BMCC shall provide a single point of contact for UMGC, who is able to discuss promotions with UMGC at least two times per year.
2. BMCC shall engage in the following activities to encourage students and employees to apply and enroll in UMGC:
 - a. Events
 - i. Provide a link to a UMGC landing page on its intranet site or in a location accessible to its students and employees;
 - ii. Invite UMGC to attend events/fairs, if applicable; and
 - iii. Invite UMGC to host online open houses on the UMGC platform for students and employees, if applicable.
 - iv. Invite UMGC to conduct on-site presentations and/or classroom visits for students.
 - b. Internal Promotion
 - i. Provide UMGC the opportunity to include content in newsletters or other publications sent to students and employees one time per year;
 - ii. Issue announcements to students and employees via e-mail (not more than two (2) times total for servicemembers who have not yet opted in) to coincide with UMGC's term start dates;
 - iii. Issue periodic announcements about new UMGC programs or other updates as mutually-agreed upon.
3. BMCC shall send any internal and external announcements about UMGC, its programs or this Agreement to UMGC to review for accuracy and to approve before publication.
4. BMCC and UMGC will post on their respective websites the eligibility requirements for Guaranteed Admissions. If the parties reach agreement on a joint landing page, they may both satisfy this provision by posting their requirements on their joint landing page.
5. Subject to future negotiations and website capacity, BMCC and UMGC may together explore the possibility of developing joint landing pages for their respective websites to further cross-promote this Agreement.