



TRANSFER INSTITUTION AGREEMENT
Western Governors University
and
Borough of Manhattan Community College



This Transfer Institution Agreement (“Agreement”) is effective as of the date of the last signature below between Western Governors University (together with any affiliates, “WGU”), a Utah nonprofit corporation located at 4001 South 700 East, Suite 700, Salt Lake City, UT 84107, and Borough of Manhattan Community College (“BMCC”), located at 199 Chambers Street, New York, NY 10007 (each a “Party” and collectively the “Parties”).

A. Purpose & Background

The common goal for this Agreement is to provide BMCC graduates and employees with flexible, personalized learning pathways to higher education and professional development (degrees, certificates, and credentials) through WGU’s innovative online university and applicable WGU affiliates.

This Agreement is further intended to formalize the transfer of applicable credits between the Parties via transfer and/or reverse transfer articulation pathways.

WGU is a private, non-profit, accredited university offering degrees and other educational opportunities. WGU’s programs are designed to fit into busy work and home schedules and create pathways to opportunity.

B. Scholarship Opportunities

Scholarships may be awarded to BMCC graduates and current employees, if applicable, as described below. BMCC acknowledges and agrees that: (i) scholarship applicants must meet WGU admission requirements, and (ii) WGU is solely responsible for scholarship funding and award decisions.

WGU Community College Partner Scholarship

Graduates and current employees of BMCC are eligible to apply for the WGU Community College Partner Scholarship in the amount of \$3,500, which is disbursed in increments of \$875 per academic term for up to four (4) terms based on satisfactory academic performance.

C. Obligations of WGU

1. WGU has sole responsibility for all aspects of any program, certification, curriculum, and applicable accreditations.
2. WGU retains sole discretion in admission decisions.
3. WGU will develop, post, and maintain transfer articulation pathways, which will be accessible through the partnership page www.wgu.edu/nycc.
4. At the request of BMCC, WGU will provide training and print and digital materials to enable understanding of the opportunities with WGU.
5. WGU will support a reverse transfer process for students who: (i) transferred from BMCC prior to degree completion with a collaborating BMCC that participates in the Reverse Transfer Program with the National Student Clearinghouse; and (ii) met any requirements applicable to a reverse transfer.

6. WGU will assist in the development and execution of initial and ongoing enrollment campaigns for BMCC graduates and employees to include providing any marketing materials needed and approved by the BMCC.
7. WGU will waive the application fee for any BMCC graduate or employee who enrolls at WGU.
8. WGU will update the articulation with timely curricular updates of all modifications to offered degrees, certificates, and educational programs as they happen.

D. Obligations of BMCC

1. BMCC will make graduates aware of the articulation and scholarship opportunities by sharing and/or posting information for graduates to review, and will highlight the collaboration and education benefits of WGU through its standard internal communication channels (such as newsletters) with faculty, staff, and students.
2. BMCC will provide WGU with timely curricular updates of all updates of all offered degrees, certificates, and educational programs.
3. BMCC will establish a web link from its internal websites to the WGU articulation pathways page www.wgu.edu/nycc.
4. If BMCC offers other tuition assistance programs, WGU programs will be added to the list of programs eligible for BMCC highest level of assistance.
5. BMCC will invite WGU to participate in any education/benefit fairs, information seminars, and “lunch and learn” presentations that BMCC may offer.
6. BMCC agrees to support additional marketing communications upon request.

E. Joint Obligations

1. WGU and BMCC will collaborate on an announcement of the signing of this Agreement with a mutually agreeable press release. A signing event may also occur in conjunction with the announcement if mutually agreed between the Parties.
2. WGU and BMCC will collaborate in developing methods of communication to share about WGU opportunities, including the scholarship, enrollment campaigns, and engagement opportunities.
3. The Parties agree to maintain open communication to provide timely support and engagement to advance the goals of this Agreement.
4. The Parties agree to exchange data and documents, as agreed, to assist in the maintenance and improvement of the transfer arrangements identified in this Agreement.
5. Each Party agrees to use reasonable care to protect the confidential information of the other Party against unauthorized disclosure. The Parties further agree to treat all education records created, disclosed, or maintained under this Agreement, including any personally identifying information, in accordance with the requirements of the Family Educational Rights to Privacy Act (FERPA).
6. Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks (“Marks”) in every respect, and each agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. In the event of termination or expiration of this Agreement, each Party shall remove the other Party’s information from its website and cease use of the other Party’s Marks.
7. Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

F. Miscellaneous

1. Term and Termination. This Agreement will remain in effect for a period of one (1) year and will automatically renew for additional one (1)-year periods, or until terminated by either Party by providing thirty (30) days prior written notice to the other Party. In the event the Agreement is terminated, WGU agrees that each graduate or employee of BMCC enrolled at WGU and then receiving any educational benefit under this Agreement will receive the full value of that benefit towards studies at WGU as long as such individual remains in good academic standing.
2. Licensing Jurisdiction. WGU programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Utah. To the extent applicable, WGU's certification officers will work with WGU students enrolled in these programs under this Agreement to obtain a license outside the State of Utah.
3. This Agreement will be governed by the laws of the State of Utah, without regard to its conflict of rules.
4. No Relationship. 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.
5. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

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