

## ARTICULATION AGREEMENT

THIS AGREEMENT is made and entered into as of the first day of June, 2005, by and between Excelsior College and Broome Community College. Excelsior College is an education corporation formed under the laws of the State of New York and having its principal place of business at 7 Columbia Circle, Albany, New York 12203 (hereafter Excelsior), and Broome Community College, a community college established and operated pursuant to the provisions of New York Education Law Article 126, and having its principal place of business on Front Street, Binghamton, New York 13902 (hereafter Broome).

### RECITALS

- (a) Excelsior is authorized by the New York State Board of Regents to offer programs leading to, among others, various baccalaureate degrees, and to confer such degrees; and all such programs are registered by the New York State Education Department.
- (b) Broome is authorized to offer programs leading to the associate degree, and to confer the appropriate associate degree on students successfully completing such programs. All such programs are registered by the New York State Education Department.
- (c) Broome wishes to facilitate recognition by Excelsior of academic credit awarded to Broome students for work completed toward Broome's associate degrees, or credit recognized by Broome for work completed by its students at other institutions and accepted by Broome toward a Broome degree; and Excelsior is willing to recognize such credits toward an appropriate Excelsior baccalaureate degree in liberal arts where the conditions set forth below are met.

### AGREEMENT

- (1) Excelsior will recognize toward an appropriate Excelsior baccalaureate degree, as determined by Excelsior, up to 90 academic credits awarded to Broome students for work completed in a Broome program toward a Broome associate degree or recognized by Broome for work completed by its students at other institutions and accepted by Broome toward a Broome degree, provided that:
  - (a) Each student seeking recognition by Excelsior of Broome credits shall have enrolled in Excelsior before such credits are placed on an Excelsior transcript, and shall have paid all required Excelsior fees
  - (b) Such Broome credits are reflected in an official Broome transcript
  - (c) Such transcript is submitted to Excelsior in a sealed Broome envelope.

(2) The standards of admission to Excelsior and policies governing the recognition of transfer credits most recently published at the time a given student seeks enrollment will apply.

(3) Excelsior will provide to Broome a depiction of the Excelsior logo, and Broome may use the Excelsior logo for promotional purposes, provided that the material associated with each such use has been approved by Excelsior in writing. Neither party shall use or display any trademark or service mark of the other party except with the prior written approval of the other party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise will require the prior written approval of the other party.

(4) The term of this agreement is three years, and shall continue from year to year thereafter unless either party shall have given the other party not less than ninety (90) days notice in writing that the agreement will terminate on the 30<sup>th</sup> day of June thereafter. The agreement may be terminated at any time by either party upon not less than ninety (90) days written notice to the other party.

(5) The academic affairs staff of both institutions will review this agreement on an annual basis to ensure that it is up-to-date.

(6) Changes to the course classification and course sequence templates developed under this agreement, including additions, deletions and corrections, can be made at any time, and will become effective when signed by the appropriate academic deans (or designees) of both institutions.

**EXCELSIOR COLLEGE**

**BROOME COMMUNITY COLLEGE**

By: M.D. Tucker

By: Lawrence H. Paule

M. D. Tucker  
(Print name)

Lawrence H. Paule  
(Print name)

VP for Finance and Administration  
(Title)

Interim V.P. for Acad. Affairs  
(Title)

8/23/05  
(Date)

7/14/05  
(Date)