

**ARTICULATION AGREEMENT
BETWEEN
MONMOUTH UNIVERSITY AND
OCEAN COUNTY COLLEGE**

Ocean County College and Monmouth University enter into this Articulation Agreement so that students enrolled in eligible Associate degree programs at Ocean County College will be eligible for admission into the Software Engineering Bachelor degree program at Monmouth University provided the terms and conditions of this Agreement are met.

This agreement provides pre-approval for transferability, but does not assure transfer of every course or transfer at the same unit rate. This agreement is an acknowledgement of the overall program at Monmouth University but does not address specific areas that can be adjusted or changed each semester. A maximum of 72 credits is transferable into Monmouth University from a two-year community college. To facilitate the transfer of eligible Ocean County College graduates to Monmouth University, the parties agree to the following:

I. Monmouth University Agrees to:

1. Monmouth University will award full transfer credits for all courses listed in one of the attached sequence charts (hereinafter referred to as Information Technology Option; Computer Science Option; and Game Development Design Option) in which Ocean County College students receive a grade of C (2.0) or better.
2. Monmouth University will consider Ocean County College students who do not successfully complete all of the courses listed in the program of study or who pursue a program which does not conform to one of the programs listed in the attached sequence charts on an individual basis.

II. Ocean County College Agrees to:

1. Ocean County College will publicize this Articulation Agreement to prospective students in their admissions literature and to inform matriculation students of their conditional admission under the conditions of this agreement.
2. Ocean County College will inform students of the requirements of Monmouth University's Transfer Admission Process and applicable Deadlines.

III. Admission Requirements:

1. In order to be admitted into the Software Engineering Bachelor Degree Program, transfer students must satisfy the following requirements:
 - a. Application: Submit an Application with a non-refundable application fee as established by Monmouth University;

b. GPA: Students must have an overall GPA of 2.0 or higher and at least 2.0 during their last two semesters to be considered for admission,

c. Transcripts: Official copy of transcripts from all colleges and universities attended must be provided to Monmouth University;

d. Academic Standing: Students must be in good academic standing; and

e. Deadlines: The Application for the Fall Semester must be submitted by July 15th, and the Application for the Spring Semester must be submitted by December 1st.

2. Any misrepresentation by a student of his/her qualifications, experience, education, or references shall immediately disqualify a student from any further participation in the Program.

3. Ocean County College students who are accepted pursuant to the terms of this Agreement will have the opportunity to complete their bachelor's degree after two years of full-time study.

IV. Mutual Obligations:

1. Monmouth University and Ocean County College will keep each other informed regarding any/all changes in curricula.

2. Monmouth University and Ocean County College will assess this agreement and the Program in two years with the intent of continuing this agreement and making any necessary adjustments.

3. Monmouth University and Ocean County College will each designate a representative who will coordinate and monitor the Program. Monmouth University and Ocean County College agree to provide each other in writing the name and contact information of their representative. Monmouth University and Ocean County College further agree to notify each other in writing of any change in representative.

4. Monmouth University and Ocean County College will develop and implement advertising and promotional efforts to attract students to the program.

IV. Indemnification:

1. Monmouth University agrees to indemnify and hold harmless Ocean County College and its employees from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that

such claims, demands, actions, settlements, or judgments are occasioned by the negligence, actions or omissions of Monmouth University, its agents, servants, or employees.

2. Ocean County College agrees to indemnify and hold harmless Monmouth University and its employees from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligence, actions or omissions of Monmouth University, its agents, servants, or employees.

V. General Provisions:

1. Monmouth University and Ocean County College will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment, in, its programs and activities.
2. The terms of this Agreement shall become effective for students entering Ocean County College in the Fall 2006 and shall continue thereafter unless terminated by either party in accordance with this Agreement.
3. This Agreement can be terminated by either party by submitting written notice to the other party at least one year before the last class entering the program at Monmouth University. The responsibilities toward students in the program at the time will be honored for the completion of the program.
4. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered by hand; (ii) sent by Federal Express or other commercial overnight courier; (iii) sent by telecopier, subject to confirmation of receipt; or (iv) sent postage prepaid by registered or certified mail, return receipt requested, in any event addressed as follows:

As to Ocean County College:

Frank Wetta, Ph.D.
Vice President for Academic Affairs
Ocean County College
Toms River, New Jersey 08754
As to Monmouth University:

Thomas Pearson, Ph.D.
Provost and Vice President for Academic Affairs
Monmouth University
West Long Branch, New Jersey 07764

With copy to:

Grey J. Dimenna, Esq.
Vice President and General Counsel
Monmouth University
West Long Branch, New Jersey 07764

5. It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Monmouth University and Ocean County College but is rather an agreement by and between independent contractors.
6. This Agreement, its Attachments, and Addendums shall be binding on the parties and their respective successors and assigns. Neither party shall assign its duties and obligations under this Agreement without the prior written consent of the other party.
7. This agreement shall be governed by the laws of the State of New Jersey.
8. This Agreement, its Attachments, and Addendums sets forth the entire understanding between the parties and no amendments or modifications shall be made to the Agreement, except in writing signed by both parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

MONMOUTH UNIVERSITY

OCEAN COUNTY COLLEGE

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ARTICULATION AGREEMENT
BETWEEN
MONMOUTH UNIVERSITY AND
OCEAN COUNTY COLLEGE**

Ocean County College and Monmouth University enter into this Articulation Agreement so that students enrolled in eligible Associate degree programs at Ocean County College will be eligible for admission into the Software Engineering Bachelor degree program at Monmouth University provided the terms and conditions of this Agreement are met.

This agreement provides pre-approval for transferability, but does not assure transfer of every course or transfer at the same unit rate. This agreement is an acknowledgement of the overall program at Monmouth University but does not address specific areas that can be adjusted or changed each semester. A maximum of 72 credits is transferable into Monmouth University from a two-year community college. To facilitate the transfer of eligible Ocean County College graduates to Monmouth University, the parties agree to the following:

I. Monmouth University Agrees to:

1. Monmouth University will award full transfer credits for all courses listed in one of the attached sequence charts (hereinafter referred to as Information Technology Option; Computer Science Option; and Game Development Design Option) in which Ocean County College students receive a grade of C (2.0) or better.
2. Monmouth University will consider Ocean County College students who do not successfully complete all of the courses listed in the program of study or who pursue a program which does not conform to one of the programs listed in the attached sequence charts on an individual basis.

II. Ocean County College Agrees to:

1. Ocean County College will publicize this Articulation Agreement to prospective students in their admissions literature and to inform matriculation students of their conditional admission under the conditions of this agreement.
2. Ocean County College will inform students of the requirements of Monmouth University's Transfer Admission Process and applicable Deadlines.

III. Admission Requirements:

1. In order to be admitted into the Software Engineering Bachelor Degree Program, transfer students must satisfy the following requirements:
 - a. Application: Submit an Application with a non-refundable application fee as established by Monmouth University;
 - b. GPA: Students must have an overall GPA of 2.0 or higher;
 - c. Transcripts: Official copy of transcripts from all colleges and universities attended must be provided to Monmouth University;
 - d. Academic Standing: Students must be in good academic standing; and
 - e. Deadlines: The Application for the Fall Semester must be submitted by July 15th, and the Application for the Spring Semester must be submitted by December 1st.
2. Any misrepresentation by a student of his/her qualifications, experience, education, or references shall immediately disqualify a student from any further participation in the Program.
3. Ocean County College students who are accepted pursuant to the terms of this Agreement will have the opportunity to complete their bachelor's degree after two years of full-time study.

IV. Mutual Obligations:

1. Monmouth University and Ocean County College will keep each other informed regarding any/all changes in curricula.
2. Monmouth University and Ocean County College will assess this agreement and the Program in two years with the intent of continuing this agreement and making any necessary adjustments.
3. Monmouth University and Ocean County College will each designate a representative who will coordinate and monitor the Program. Monmouth University and Ocean County College agree to provide each other in writing the name and contact information of their representative. Monmouth University and Ocean County College further agree to notify each other in writing of any change in representative.
4. Monmouth University and Ocean County College will develop and implement advertising and promotional efforts to attract students to the program.

IV. Indemnification:

1. Monmouth University agrees to indemnify and hold harmless Ocean County College and its employees from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligence, actions or omissions of Monmouth University, its agents, servants, or employees.
2. Ocean County College agrees to indemnify and hold harmless Monmouth University and its employees from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligence, actions or omissions of Monmouth University, its agents, servants, or employees.

V. General Provisions:

1. Monmouth University and Ocean County College will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment, in, its programs and activities.
2. The terms of this Agreement shall become effective for students entering Ocean County College in the Fall 2006 and shall continue thereafter unless terminated by either party in accordance with this Agreement.
3. This Agreement can be terminated by either party by submitting written notice to the other party at least one year before the last class entering the program at Monmouth University. The responsibilities toward students in the program at the time will be honored for the completion of the program.
4. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered by hand; (ii) sent by Federal Express or other commercial overnight courier; (iii) sent by telecopier, subject to confirmation of receipt; or (iv) sent postage prepaid by registered or certified mail, return receipt requested, in any event addressed as follows:

As to Ocean County College:

As to Monmouth University:

Thomas Pearson, Ph.D.
Provost and Vice President for Academic Affairs
Monmouth University
West Long Branch, New Jersey 07764

With copy to:

Grey J. Dimenna, Esq.
Vice President and General Counsel
Monmouth University
West Long Branch, New Jersey 07764

5. It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Monmouth University and Ocean County College but is rather an agreement by and between independent contractors.
6. This Agreement, its Attachments, and Addendums shall be binding on the parties and their respective successors and assigns. Neither party shall assign its duties and obligations under this Agreement without the prior written consent of the other party.
7. This agreement shall be governed by the laws of the State of New Jersey.
8. This Agreement, its Attachments, and Addendums sets forth the entire understanding between the parties and no amendments or modifications shall be made to the Agreement, except in writing signed by both parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

MONMOUTH UNIVERSITY

OCEAN COUNTY COLLEGE

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____