INSTITUTIONAL ARTICULATION AGREEMENT
By and Between
Columbus State Community College
and
Bowling Green State University

Bowling Green State University supports Ohio Articulation & Transfer Policy and the Ohio Transfer Model approved by the Ohio Board of Regents to provide educational pathways for students planning to earn a four-year degree. Therefore, it welcomes the opportunity to enter into an articulation agreement with Columbus State Community College to facilitate credit transfer and provide a seamless transition between the two institutions.

Columbus State Community College (the “College”), with an address of 550 East Spring Street, Columbus, OH 43215; and Bowling Green State University (“BGSU” or “University”), with an address of 1600 E Wooster Street, Bowling Green, OH 43403 enter into this Articulation Agreement effective this 3rd day December, 2012.

The College and BGSU are both institutions of higher education established pursuant to respective provisions of the Ohio Revised Code and are institutions of the University System of Ohio.

It is understood by the parties that Columbus State Community College is a state community college created pursuant to O.R.C. Chapter 3358, and is subject to certain applicable federal, state and local laws, including the Ohio Ethics Law, R.C. 102.03 and 102.04, and the Ohio Public Records Act, R.C. 149.43, et seq. Any record kept by Columbus State Community College that is deemed a public record is subject to release if a proper request is made. Both institutions are committed to, and will adhere to, applicable laws, regulations, policies, and guidelines effective after the date of this agreement.

While this Agreement is active and for a period of three years after its completion, the parties agree to maintain auditable records of all charges pertaining to this Agreement and make such records available to the Columbus State Community College as we may reasonably require.

This agreement is contingent upon the availability of sufficient appropriated funds and the College Treasurers certification that such funds are available as required pursuant to the O.R.C. 3358.10

The College and BGSU enter into this Articulation Agreement to specify certain rights and duties and to set forth the terms by which students of the College will be eligible for articulated course credits at BGSU.
ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF ARTICULATION PROGRAM.

   a. Definitions. The terms of Articulation and the criteria by which Articulation decisions will be made are as follows:

      a. Meeting all BGSU transfer admission requirements at the time of application, including minimum overall cumulative grade average (http://choose.bgsu.edu/).
      b. Meeting all university admissions criteria applied to native BGSU students at the time of application.
      c. Fulfillment of residence requirements for the baccalaureate at Bowling Green State University. This requirement for the degree is completion of a minimum thirty (30) credit hours of coursework (of which nine (9) are upper-division credit hours in the major) at Bowling Green State University. Credit earned by means of transfer courses does not count toward residence.
      d. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place at the time the student applies to BGSU. Courses will transfer as described in the attached Program Articulation Guide or as updated and described in u.select

   b. Articulation Benefits to Students. Present and former students of the College who satisfy the eligibility requirements will be awarded Articulation benefits by BGSU at no charge. Eligible students of the College will be awarded transfer credit by BGSU under the terms of this Agreement and university policies then in effect at the time the student applies to BGSU.

      a. Facilitate transfer of courses between the College and Bowling Green State University.
      b. Eligibility to apply to available BGSU transfer scholarships.

   c. Accreditation of College. Continuing accreditation of the College by the Higher Learning Commission of the North Central Association of Colleges and Schools is a continuing condition of this Agreement. The College will promptly notify BGSU of any issues concerning the College’s continuing accreditation.

   d. Accreditation of BGSU. Continuing accreditation of BGSU by the Higher Learning Commission of the North Central Association of Colleges and Schools is a continuing condition of this Agreement. BGSU will promptly notify the College of any issues concerning BGSU’s continuing accreditation.

   e. Admissions Processing. Present or former students of the College who satisfy the criteria for Articulation will have their applications for admission to BGSU considered under the same standard BGSU admission application evaluation criteria in effect at the time of application.

   f. BGSU education requirements. BGSU education requirements shall remain in effect for all students subject to this articulation agreement. Only those requirements and courses specified herein are subject to the Agreement. BGSU graduation requirements are not
affected by this Agreement. Nothing in this agreement shall be construed as limiting the authority of each party to determine and administer its academic policies.

g. **Non-Exclusivity.** This Agreement is not exclusive. Either party may enter into similar agreements with any other party.

h. **Program-specific admission requirements.** Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of BGSU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that BGSU units may establish and amend from time to time.

2. **TERM AND TERMINATION.**

   a. **Term.** This Agreement will commence on the Effective Date. Unless terminated earlier, the Agreement will continue through end date of the June 30, 2015 academic term of the College, at which time this Agreement will need to be renewed.

   b. **Termination.** Either party may terminate this Agreement at their option for any reason or no reason by providing written notice to the other party. The effective date of termination shall be the later of: (i) the end of the next admissions application and review period of BGSU, or (ii) the date that is ninety (90) days after the notice of intention to terminate the agreement.

   c. The College and BGSU shall work with students to resolve the transfer of courses should changes to either program occur while the agreement is in effect.

3. **MISCELLANEOUS.**

   a. **Severability.** If any section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

   b. **Governing Law.** Ohio law shall govern this Agreement for all purposes including the jurisdiction for any disputes.

   c. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

   d. **Survival of Obligations.** The termination or expiration of this Agreement shall not negatively affect any student who was admitted to BGSU prior to the date notice of intention to terminate was provided or the expiration date of this Agreement.

   e. **Relationship of the Parties.** The parties are independent contractors and this Agreement creates no agency relationship. Neither the College nor any personnel of the College will for any purpose be considered employees or agents of University.
f. **Notices.** All notices will be in writing and will be deemed given when delivered personally or sent by United States registered or certified mail, return receipt requested, to the address shown below, or to such other place as the parties from time to time may direct.

   **For the Community College**  
   Karen Muir  
   Associate VP of Academic Affairs  
   Columbus State Community College  
   550 E. Spring Street  
   Columbus, OH 43215

   **For BGSU**  
   Sue Houston  
   Vice Provost for Undergraduate Education  
   Office of the Provost  
   230 McFall Center  
   Bowling Green, OH 43403

g. **Responsibility to communicate to Students the Impact of Changes in Academic Policies.** The parties agree to keep each other reasonably informed about any changes to academic or administrative policies that will affect students seeking to transfer under this articulation agreement.

h. **Waivers and Amendments.** This Agreement shall not be amended or modified except by mutual agreement made in writing and executed by representatives of both parties with the authority to bind the institutions.

i. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this section would be null and void.

j. **Complete Agreement.** This Agreement is the entire agreement of the parties with respect to its subject matter. This agreement supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.

k. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

l. **Proprietary Marks.**

   Columbus State Community College is hereby granted a limited, non-exclusive, non-transferable license to use Bowling Green State University name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Bowling Green State University programs in accordance with this Agreement.

   Bowling Green State University is hereby granted a limited, non-exclusive, non-transferable license to use Columbus State Community College’s name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of marketing to the Columbus State Community College student population about this
Agreement and Bowling Green State University's programs in accordance with this Agreement.

Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party.

m. **Third Party Beneficiaries.** The parties acknowledge that this Agreement is not intended to and shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

n. **Compliance with Laws.** These parties will comply with all applicable laws and regulations in performing their obligations under this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**This agreement is effective as of:** December 3rd, 2012

Bowling Green State University

Columbus State Community College

__________________________

David Harrison
President

1/28/13

Date

__________________________

Rodney Rodgers
Senior VP for Academic Affairs and Provost

__________________________

Jack Cooley
Senior VP of Academic Affairs

12-10-12

Date