ARTICULATION AGREEMENT
By and Between
Owens 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 (College) to facilitate credit transfer and provide a seamless transition between the two institutions.

Owens Community College (the “College”), with an address of: 30335 Oregon Road, Perrysburg, OH 43551; and Bowling Green State University (“BGSU” or “University”), with an address of 1000 E. Wooster St. Bowling Green, OH 43403, enter into this Articulation Agreement effective this 11th day February 2013.

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.

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 set forth in Attachment A.

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.
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 set forth in Attachment A 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 automatically expire unless 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 state institutions 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.

<table>
<thead>
<tr>
<th>For the Community College</th>
<th>For BGSU</th>
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<tbody>
<tr>
<td>Denise Smith</td>
<td>Dr. Sue Houston</td>
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<tr>
<td>Interim Associate Vice Provost</td>
<td>Vice Provost for Undergraduate</td>
</tr>
<tr>
<td>30335 Oregon Road</td>
<td>Education</td>
</tr>
<tr>
<td>Perrysburg, OH 43551</td>
<td>Office of the Provost</td>
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<td>230 McFall Center</td>
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<td>Bowling Green, OH 43403</td>
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 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.

i. **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.

j. **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.

k. **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.

l. **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.

m. **Proprietary Marks.** Neither party shall use the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed (the “marks”) except as expressly permitted in writing by the party owning the mark.

n. **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.

o. **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.

For BOWLING GREEN STATE UNIVERSITY  For OWENS COMMUNITY COLLEGE

<table>
<thead>
<tr>
<th>Senior Vice President for Academic Affairs and Provost</th>
<th>Vice President/Provost</th>
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<tbody>
<tr>
<td>Dr. Rodney Rogers</td>
<td>Dr. Renay Scott</td>
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<td>Printed or Typed Name</td>
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<td>2/12/13</td>
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<tr>
<th>Registrar</th>
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<tr>
<td>Christopher Cox</td>
<td>Juliette Quinonez</td>
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<tr>
<td>Printed or Typed Name</td>
<td>Printed or Typed Name</td>
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<tr>
<td>Date 02/22/13</td>
<td>8-11-2013</td>
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ARTICULATION AGREEMENT
Owens Community College and Bowling Green State University
February 11, 2013
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ATTACHMENT A

To The

Articulation Agreement Dated February 11, 2013
By and Between
Owens Community College
and
Bowling Green State University

ARTICULATION CRITERIA AND ARTICULATION BENEFITS

1. The standard articulation criteria ("Articulation Criteria") are:
   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

2. The articulation benefits ("Articulation Benefits") are:
   a. Facilitate transfer of courses between the College and Bowling Green State University.
   b. Eligibility to apply to available BGSU transfer scholarships.