

## ARTICULATION AGREEMENT

The Board of Regents of the University System of Georgia, by and on behalf of the University of North Georgia (the "University"), and North Georgia Technical College (the "College") (each a "Party" and collectively, the "Parties"), agree to facilitate the transfer of specific courses from the College for credit at the University and enter into this Articulation Agreement (this "Agreement") on this 20 day of May, 2019 (the "Effective Date"). The Parties hereby agree as follows:

### WITNESSETH

**WHEREAS**, the University, as a unit of the University System of Georgia, is a regional multi-campus institution and premier senior military college, that provides a culture of academic excellence in a student-focused environment that includes quality education, service, inquiry and creativity; and

**WHEREAS**, the College, as a unit of the Technical College System of Georgia, is a public, multi-campus institution of higher education serving the workforce development needs of Northeast Georgia and providing, among other educational offerings, access to student-focused occupational programs at the associate degree, diploma, and certificate levels;

**WHEREAS**, the Parties believe that cooperative education programs are mutually beneficial to the Parties and their students and that an academic credit transfer agreement will allow for a smooth transition for students transferring between institutions while maximizing allowable credit transfer; and

**WHEREAS**, the Parties desire to encourage and facilitate academic credit transfer opportunities for eligible students by entering into this Agreement;

**NOW, THEREFORE**, for and in consideration of the terms and conditions set forth herein, both the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Articulation and Requirements:** The University, in recognition of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") accreditation of the College, hereby agrees to transfer the courses identified on Exhibit A, attached hereto and incorporated herein by this reference, from the College provided that the courses: (i) are taught by faculty as certified by SACSCOC standards; (ii) are completed with a passing grade, as determined by the University, by the student(s) seeking transfer; and (iii) have an appropriate corresponding course offering at the University.
2. **Understandings of the Parties:** Each Party will ensure that it maintains accreditation with the appropriate regional accrediting body and that all operations are in keeping with accreditation requirements. The University will transfer the courses listed on Exhibit A, as may be amended from time to time, into the appropriate business degree program, criminal justice program, or such other program as mutually agreed between the Parties from time to time.
3. **Term:** This Agreement shall remain in force for a period of seven (7) years from the Effective Date (the "Term"); provided, however, that either Party may cancel this Agreement at any time upon not less than ninety (90) days written notice to the other Party. The Parties

acknowledge and agree that if this Agreement is cancelled, the University will use good faith efforts to ensure that students currently enrolled will have an opportunity to complete courses for which they are enrolled.

4. **Modification:** This Agreement may be amended or modified by written agreement of the Parties, duly signed by their authorized representatives. The Parties acknowledge and agree that additional courses for articulation are likely to be added to the list shown in Exhibit A. The Parties agree that at any such time when additions or changes to courses approved for articulation are made, the Parties will amend Exhibit A by completing an updated list of courses and having it signed by a duly authorized representative of each Party. The Parties further agree to keep on file with this Agreement at all times throughout the Term a current copy of all courses approved for articulation according to this Agreement.
5. **Funds and Manpower:** This Agreement does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.
6. **Notice.** Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

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|------------------------------------|--|
| UNG                                | Academic Affairs<br>Attn: Dr. Michael Rogers<br>University of North Georgia<br>82 College Circle<br>Dahlonega, Georgia 30597<br>678-457-8539<br><a href="mailto:Michael.rogers@ung.edu">Michael.rogers@ung.edu</a> |
| Courtesy copy:                     | Jenna Colvin, General Counsel<br>University of North Georgia<br>82 College Circle<br>Dahlonega, Georgia 30597<br><a href="mailto:Jenna.colvin@ung.edu">Jenna.colvin@ung.edu</a>                                    |
| North Gerogia<br>Technical College | Academic Affairs<br>Attn: Mindy Gladner<br>1500 Highway 197 N.<br>Clarkesville, Georgia 30523<br>706-754-7790<br><a href="mailto:mglander@northgatech.edu">mglander@northgatech.edu</a>                            |

7. **Independent Status.** Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint venturers, or a business relationship among the Parties, nor shall either Party or its employees, agents, students, or representatives be considered employees, agents, or representatives of the other Party.

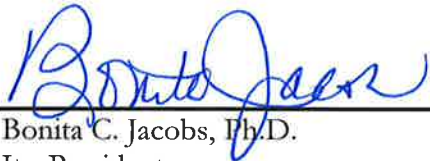
8. **Trademarks.** Each Party grants, for the Term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the “Trademarks”), to the other Party, solely for the promotion of this Agreement. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks, it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to the University shall be emailed to the Office of University Relations at [graphics@ung.edu](mailto:graphics@ung.edu). The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.
9. **Governing Law.** This Agreement shall be governed by and construed and applied in accordance with the laws of the State of Georgia.
10. **Counterparts.** This Agreement may be executed in any number of counterparts or through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be duly executed.

**The Board of Regents of the University  
System of Georgia by and on behalf of the  
University of North Georgia**

**North Georgia Technical College**



Bonita C. Jacobs, Ph.D.  
Its: President



Dr. Mark Ivester  
Its: President



Dr. Chaudron Gille  
Its: Interim Provost/VPAA



Mindy Glander  
Its: Vice President for Academic Affairs

*Exhibit A*  
*To*  
*Articulation Agreement*

COURSES APPROVED FOR FOR ARTICULATION

|  | NGTC COURSE                                  | UNG <u>Equivalency</u> COURSE   |
|--|--|---|
| <b>Mike Cottrell College of Business</b> | ACCT 1105 - Financial Accounting II          | ACCT 2101 - Accounting Principles I   |
|  | ACCT 2000 - Managerial Accounting            | ACCT 2102 - Accounting Principles II  |
|  | ACCT 2140- Legal Environment of Business     | BUSA 2810 - Legal Environment of Business                                   |
|  | CIST 1520 - Scripting Technologies           | CSC1 1250 - Information Technology  |
|  | CIST 2550 - Web Development II               | CIS 3000 - Application Development  |
|  | CIST 2550 - Web Development II               | CSCI 3000 - Web Programming   |
|  | CIST 2372 - Java Programming II              | CSCI 3101 - Computer Science I.<br>or<br>CIS 3000 - Application Development |
|  | CIST 2342 - C# Programming II                | CIS 3000 — Application Development<br>or<br>CSCI 1301 - Computer Science I  |
|  | CIST 2352 - PHP Programming II               | CIS 3000 - Application Development<br>or<br>CSCI 3000 - Web Programming     |
|  |  |   |
| <b>College of Arts and Letters</b>       | CRJU 1010 - Introduction to Criminal Justice | CRJU 1100 - Introduction to Criminal Justice                                |
|  | CRJU 1040 - Principles of Law Enforcement    | CRJU 2002 - Introduction to Law Enforcement                                 |
|  | CRJU 1068 - Criminal Law                     | CRJU 3000 - Criminal Law  |
|  |  |   |