



**AGREEMENT FOR
ACADEMIC CO-OPERATION
BETWEEN
THE UNIVERSITY OF LINCOLN
AND
BROOKDALE COMMUNITY COLLEGE**

THIS AGREEMENT is dated the 1st day of June 2016

BETWEEN

The University of Lincoln, whose registered address is Brayford Pool, Lincoln, Lincolnshire, England, LN6 7TS

and

Brookdale County Community College, whose registered address is 765 Newman Springs Road, Lincroft, NJ 07738-1543

To promote their mutual interest in education, research and the cultural understanding arising from higher learning, Brookdale County Community College and The University of Lincoln (The Parties) adopt the following agreement for academic cooperation.

1. PURPOSE OF THE AGREEMENT

1.1 The purpose of this agreement is to enhance the academic, cultural and other opportunities available to the staff and students of the University of Lincoln and Brookdale County Community College through educational activities, which include:-

- (i) promoting widening participation in higher education by establishing programmes of study that allow articulation from a programme of one institution into a programme of the other institution;

- 1.2 Cooperation shall be in those areas determined by the University and Brookdale County Community College and shall be specified in this agreement. Cooperation may be extended to areas other than those specified in the original agreement, in which case the new areas of cooperation shall be specified in additional annexes to this agreement. Unless otherwise specified, each annexe takes effect subject to the clauses of this agreement.

2. TERMS OF THE AGREEMENT

- 2.1 The University of Lincoln is a higher education corporation and exempt charity, incorporated in accordance with the Further and Higher Education Act 1992, and has the charitable objectives of providing higher education and further education, and of carrying out research and publishing the results. Since 1 June 2010, the University has been regulated by the Higher Education Funding Council for England as the principal regulator of English Higher Education Institutions as charities.
- 2.2 Brookdale County Community College is a Community College authorised by the State of New Jersey Secretary of Higher Education to deliver associate degrees accredited by the Middle States Association of Colleges and Schools Commission on Higher Education.
- 2.3 The Parties may seek funding, with each other's approval, from any source for an agreed area of cooperation.
- 2.4 Neither party shall be entitled to assign, sub-contract, transfer or otherwise perform any of its rights or obligations under this Agreement to any third party without the prior written agreement of both parties.
- 2.5 The Parties shall each nominate at least one representative to be responsible for the management of the relationship between the institutions and for coordinating specific areas of cooperation.
- 2.6 The Parties may exchange materials and information in pursuance of an agreed area of cooperation. Intellectual property in materials supplied under this agreement shall vest in the institution supplying such materials. The Parties may work together to translate materials necessary for areas of cooperation under this agreement, in which case the intellectual property in the translation shall vest in the institution supplying the original materials from which the translation is derived.
- 2.7 The Parties agree to treat material and information exchanged between them as confidential and shall not disclose such material or information to a third party without the prior consent of the institution which supplied the original material or information. The two institutions may work together to produce, publish and market any material that results from cooperation under this agreement. Intellectual property in such materials, which may not be commercially exploited without the consent of both parties, shall be owned jointly by the institutions.
- 2.8 Brookdale Community College shall ensure that all information about the University's Programmes of Study that it makes available, in any form, to prospective students, or to the public, is clear, up-to-date, accurate and trustworthy; and otherwise compliant with the requirements of the Consumer Rights Act 2015 and the guidance of the Competition & Markets Authority on the application of consumer law to the HE sector in the United Kingdom.

The University of Lincoln shall ensure that prospective students are given the information they need to make an informed decision before they apply, including:

- the course content and structure
 - the total costs of the course including tuition fees and any additional costs associated with the course, such as field trips, laboratory equipment or bench/studio fees
 - terms and conditions, including any rules and regulations applying to the students
- 2.9 Brookdale Community College shall only advertise the Programme(s) of Study or undertake any publicity in line with agreed University guidelines and shall provide the University with advance copy of any proposed publicity. Brookdale Community College shall seek the written consent of the University to any proposed publicity materials relating to the Programme of Study or any matter relating to this Agreement and shall not commission or publish any such materials unless that consent has been first obtained.
- 2.10 For the avoidance of doubt, the University will be entitled to treat failure by Brookdale Community College to fulfil the requirements set out above in Clauses 2.8 and 2.9 as a significant breach of this agreement.

3. DETAILS OF COOPERATION

- 3.1 Students having satisfactorily completed an associate degree at Brookdale County Community College shall be treated by the University of Lincoln as having completed 120 general credit points of study at Certificate level as specified by the Quality Assurance Agency’s Framework for Higher Education Qualifications. Such an individual shall be treated as having completed a Certificate of Higher Education in the United Kingdom.
- 3.2 Under this agreement, students having satisfactorily completed an associate degree at Brookdale County Community College may be considered by the University of Lincoln for admission with advanced standing to level two of the degree programmes detailed below at the University of Lincoln on the condition that they meet the language entry requirements detailed in 3.5.

Associate Degree	Entry Criteria	Allows entry to level two of University of Lincoln Honours Degree
Associate of Science in Computer Science	65-66 credits	BSc (Hons) Computer Science
Associate of Arts Social Sciences Programme, Psychology Option	60 credits	BSc (Hons) Psychology

Students of Brookdale County Community College seeking admission to Level two of appropriate undergraduate degree programmes shall be considered on an individual case by case basis and will be subject to the University of Lincoln’s normal admissions and accreditation of prior learning procedures.

- 3.3 Participating students seeking admission to the University of Lincoln under the terms of this agreement shall meet the admissions requirements of the University of Lincoln. Brookdale County Community College will make every effort to send to the University of Lincoln the applications for study at least four months before the start of the academic term. The University of Lincoln reserves the right to reject candidates, in which case, further candidates may be proposed. The University of Lincoln has the

right to decide the entry standards and qualifications required of any applicant seeking admission to programmes delivered by the University of Lincoln.

- 3.4 In assisting the University of Lincoln in making its decision in Clause 3.2, Brookdale County Community College shall propose only those students it considers qualified and suited for admission to the programmes specified.
- 3.5 Students seeking admission to the University of Lincoln's programmes specified must have achieved the language requirement of either GCSE English Language at grade C or above (or recognised equivalent); or a score of at least 6.0 in the IELTS examination. Students may also be able to undertake the Lincoln English Language Test (LELT) where they must achieve a minimum of B2 of the Common European Framework of Reference (CEFR). The staff of the University of Lincoln shall by interview or other appropriate means give guidance to applicants seeking admission to the programmes specified. Certain programs may require higher scores and English language requirements are subject to change at the discretion of the University Registrar. The University of Lincoln will inform the Brookdale County Community College of any variation in these requirements.
- 3.6 Brookdale Community College shall provide the University of Lincoln's Registrar, or authorised nominee, with accurate details of the educational attainment of its students seeking admission to the programmes specified.
- 3.7 The students accepted by the University of Lincoln on the programmes under this agreement are liable to pay the relevant full-time tuition fee according to the University of Lincoln Tuition Fees Register subject to a 20% discount for each year of study.