

**First Amendment
To
2 + 2 Connect Articulation Agreement
A.S. in Engineering Science/B.S. in Engineering
Between
Mercer County Community College
And
New Jersey Institute of Technology**

This First Amendment To 2 + 2 Connect Articulation Agreement (“Amendment”), made effective as of the date of the last signatory hereto (“Effective Date”), is by and between **Mercer County Community College** (“MCCC”) and **New Jersey Institute of Technology** (“NJIT”).

PURPOSE:

1. Purpose. The purpose of this Amendment is to supplement certain terms and conditions of the 2 + 2 Connect Articulation Agreement for A.S. in Engineering Science/B.S. in Engineering, effective December 13, 2012 (“Agreement”) between the parties, to include additional academic support services to be performed by MCCC with regard to NJIT’s BS in Civil Engineering (“BSCE”) so that MCCC students may earn a BSCE Degree from NJIT while studying almost entirely at MCCC’s campus (the “BSCE Program”), in return for fees to be paid by NJIT.
2. Construction of Documents. Except as specifically amended by and/or inconsistent with this Amendment, all of the terms and provisions the Agreement shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

NJIT BSCE PROGRAM AT MCCC:

1. Overview. Any MCCC student who is admissible to NJIT may transfer to NJIT and carry with them the credits they earned toward the NJIT BSCE Degree in accordance with this Amendment. MCCC student admissions criteria shall, as far as practicable, follow the norms of NJIT. The NJIT BSCE Degree shall require a total of 133 course credits, the great majority of which to be taken at MCCC’s campus, in the following manner and as further described below:

Course Description	Number Of Credits	Course Identification
Transfer Credits For MCCC Courses	67 Credit Hours	Appendix 1
NJIT Courses With NJIT Instructors	66 Credit Hours	Appendix 2
TOTAL REQUIRED BSCE DEGREE COURSE CREDITS - 133		

The sixty six (66) credits of NJIT courses will be offered as follows: Fifty five (55) at the MCCC campus as face-to-face courses, five (5) at the NJIT main campus as the cost of establishing new laboratories at the MCCC campus is prohibitive, and six (6) credits as either online courses or face-to-face courses at the NJIT main campus. For the five (5) courses that students will have to necessarily take at the NJIT main campus, NJIT will be providing transportation at no cost to the students.

2. Transfer of MCCC Course Credits. Pursuant to Appendix 1, MCCC students meeting the Agreement's transfer guidelines may transfer up to sixty-seven (67) common course credits, earned while studying at MCCC during their first two (2) years of college studies at MCCC ("MCCC Courses").
3. Increase of Transfer Credits. During the term of this Amendment, further revisions to Appendix 1 to include additional transfer credits for MCCC Courses may occur (each revision to be mutually agreed upon in a subsequent writing between the parties). MCCC students will go through NJIT's regular transfer process and must meet all NJIT transfer credit guidelines set forth in the Agreement. With regard to the BSCE Degree Program at MCCC, Table A.1 (Course Equivalency for Courses Common to All Engineering Degree Programs at NCE/NJIT) and Table B.3 (Civil and Environmental Engineering Program) of the Agreement shall be replaced and superseded by Appendix 1 attached to this Amendment, as mutually revised from time-to-time.
4. NJIT BSCE Courses at MCCC with NJIT Instructors. Pursuant to Appendix 2 attached hereto, up to sixty-six (66) course credit hours of NJIT courses required for completion of the BSCE Degree shall be offered by NJIT with NJIT instructors (collectively "NJIT Course(s)") in accordance with the following requirements:
 - (a) NJIT Employees. NJIT agrees to hire, pay and employ the required number of its own employees to instruct the NJIT Courses at MCCC ("NJIT Instructors"). NJIT's current employees and faculty may be assigned to MCCC's campus to teach the NJIT Courses. The NJIT Courses will be taught in classroom and laboratory space licensed to NJIT by MCCC in accordance with this Amendment. All NJIT Instructors will be employed by NJIT on a full-time, part-time or adjunct basis and will be appointed, assigned duties, paid and evaluated solely by NJIT in accordance with the employment policies and collective bargaining agreements contracts in effect at NJIT. NJIT will provide a sufficient number of such qualified NJIT Instructors to teach the NJIT Courses. MCCC agrees to be providing parking at no cost to these instructors.
 - (b) Supervision of NJIT Instructors. NJIT shall advise all NJIT Instructors of any MCCC policies, procedures and/or guidelines pertaining to the NJIT Instructors' use of MCCC's classrooms. NJIT shall retain supervisory control of all day-to-day work activities and responsibilities of the NJIT Instructors and MCCC shall have no responsibility for the same. All employment and labor disputes between NJIT and its own NJIT

Instructors shall be solely handled by NJIT and MCCC shall have no responsibility and/or liability for the same.

- (c) No Agency between NJIT Instructors and MCCC. No NJIT Instructors shall be authorized or empowered to act as agent for MCCC for any purpose and shall not on behalf of MCCC enter into any contract, warranty, commitment or representation as to any matter. All NJIT Instructors shall be employees of NJIT and not entitled to any benefits otherwise applicable to MCCC employees or faculty.
- (d) Number of NJIT Instructors. The number of required NJIT Instructors shall be determined solely by NJIT and generally correspond to the number of NJIT Courses. NJIT agrees to maintain and fully fund adequate numbers of the same throughout the term of this Amendment in order to maintain a quality level of instructional services as per the norms of NJIT and its appropriate accreditation boards.
- (e) Student Conduct. NJIT shall be solely responsible for student conduct and discipline matters relating to the NJIT Courses, including grade appeals, allegations of cheating, plagiarism or classroom rules. In all such matters, the policies and procedures governing student academic concerns of NJIT shall control. NJIT shall also be solely responsible for addressing nonacademic student misconduct and discipline matters, including conduct that may violate criminal laws or disrupt the NJIT Courses. In all such nonacademic student misconduct or discipline matters, NJIT shall promptly communicate any actions and incidents violating criminal laws to MCCC.
- (f) NJIT Courses' Content and Assessment. NJIT shall provide all course schedules, teaching needs, curricular structure and course details/syllabi for all NJIT Courses. All NJIT courses shall be taught by NJIT separately from any of MCCC's own courses having similar content and MCCC and NJIT Courses shall not be mixed together. NJIT will be solely responsible for the academic assessment and evaluation of the NJIT Courses
- (g) Student Records. Student records created and maintained in connection with the NJIT Courses shall be the sole and exclusive property of NJIT, and shall only be disclosed by the parties to the extent permissible by FERPA.
- (h) Attendance by Non-MCCC Students. MCCC agrees that NJIT may offer the NJIT Courses running at the MCCC campus to students who never attended MCCC, are not transferring from MCCC into the BSCE Program or are part of the BSCE Program, either on a NJIT matriculated or non-matriculated basis, so as to enable NJIT to meet the minimum enrollment requirements set forth herein. All references to "students" herein shall include both MCCC students and such non-MCCC students.

NJIT BSCE PROGRAM ADMINISTRATION:

1. Registration and Admissions. Transferring MCCC Students will go through NJIT's regular application and admissions process and therefore must meet all applicable requirements and deadlines for transfer students pertaining to application for admission, orientation and registration, payment of tuition and fees, and course withdraw and tuition refund. NJIT shall perform and oversee all registration functions for admission into the BSCE Program, including enrollment in the NJIT Courses at MCCC. MCCC will be encouraging students interested in the NJIT BSCE degree program (run at the MCCC campus) to apply to NJIT for an early conditional admission during the second semester of their freshman year at MCCC.
2. Admissions Criteria. Student admissions criteria for the BSCE Program shall follow the norms of NJIT and its appropriate accrediting bodies. Students transferring from MCCC will need to have a minimum GPA of 2.5.
3. Tuition and Fees. All final tuition and fees for the NJIT Courses shall be set by NJIT sufficiently in advance of each academic year. All tuition and fees for the NJIT Courses shall be billed by and paid directly to NJIT and retained solely by NJIT.
4. Financial Aid. Financial aid, scholarship and fellowships shall be awarded to students enrolled in the NJIT Courses by NJIT on the same basis as awarded to other students physically attending NJIT's Newark, New Jersey main campus. Financial aid, scholarships and fellowships shall be awarded to students enrolled in the MCCC Courses by MCCC on the same basis as awarded to other students physically attending MCCC. In case a student starts taking NJIT courses without having finished the required MCCC courses, he/she will be considered a student of NJIT and his/her financial aid issues (including disbursement of federal aid) will be handled by the NJIT Financial Aid Office. To this effect, NJIT will be initiating a "consortium agreement."
5. Academic Oversight. MCCC agrees that NJIT shall have sole and final authority and oversight with respect to all academic matters related to the awarding of the NJIT BSCE Degree. NJIT shall retain overall responsibility for all curriculum planning and institutional and student learning outcomes for the NJIT Courses at MCCC.
6. Course Delivery and Start Date. The delivery of fifty five (55) out of the sixty six (66) NJIT credits will be by a face-to-face instruction on-site at MCCC's main campus in West Windsor Township, New Jersey. It is anticipated that the BSCE Program will be offered starting Fall 2017. NJIT will be delivering the courses following the MCCC academic calendar, which does not necessarily coincide with the calendar followed at the NJIT main campus.
7. Accreditation Bodies. Implementation and interpretation of this Amendment will be consistent with and subject to all applicable and mandatory approvals, policies and procedures established by the appropriate NJIT accreditation bodies,

including Middle States Commission on Higher Education, the New Jersey Secretary of Higher Education, and the United States Department of Education.

8. Student Status. All students enrolled in the NJIT Courses at MCCC shall be considered fully matriculated and enrolled at NJIT as if they were attending NJIT's Newark, New Jersey main campus. NJIT will charge its applicable prevailing rates for tuition and fees with respect to the NJIT Courses at MCCC. While taking such courses, students shall be subject to and expected to follow all applicable NJIT written policies, procedures and/or guidelines pertaining to NJIT students. These students will have access to student activities, organizations, and events at the NJIT main campus as all students attending degree programs at the NJIT main campus do.

LICENSED CLASSROOMS:

1. Licensed Classrooms. During the term of this Amendment, MCCC shall provide NJIT with at least two (2) dedicated classrooms and one (1) dedicated laboratory to accommodate the students enrolled in the NJIT Courses each semester (collectively the "Licensed Classroom(s)") in which NJIT Instructors shall teach the NJIT Courses. Upon NJIT's request and subject to availability, MCCC shall provide additional classroom and laboratory space in the event that enrollment in the BSCE Program and/or NJIT Courses require the same (additional fees may apply).
2. Licensed Classroom Features. All Licensed Classrooms shall have windows, desks and chairs, a whiteboard, projector, internet access and secure storage for NJIT hardware and classroom materials. MCCC will also furnish and maintain necessary utilities, services and items required for NJIT's use of the Licensed Classrooms at MCCC's own expense, including customary security, heat, air conditioning, computers, internet service, potable water, gas, electricity, cleaning services, trash removal, etc. The Licensed Classrooms shall be located at MCCC's campus in West Windsor Township, New Jersey.
3. Approval of Licensed Classrooms. All dedicated Licensed Classrooms shall be subject to NJIT's prior approval. NJIT's approval for any Licensed Classrooms will not be unreasonably withheld or delayed. In the event that NJIT disapproves of any Licensed Classrooms, MCCC shall use its best efforts to provide substitute Licensed Classrooms acceptable to NJIT. If NJIT does not find the Licensed Classrooms acceptable for any semester during the term of this Amendment, NJIT may terminate this Amendment without further liability for License Fees (except for any License Fees due and owing prior to such time). MCCC represents that the Licensed Classrooms shall be available sufficiently in advance of the start of each semester, otherwise, NJIT shall be permitted to terminate this Amendment.
4. Damage by Students. NJIT shall not be responsible in case of loss or damage to the Licensed Classrooms caused by the students and MCCC agrees to insure itself with respect to the same. MCCC agrees at its own expense, to maintain and keep in good repair the Licensed Classrooms during the term of this Amendment.

5. NJIT's Right to Use Licensed Classrooms. During the term of this Amendment, NJIT shall have the exclusive right to use the Licensed Classrooms to be provided by MCCC for the NJIT Courses and the non-exclusive right to use those common areas to be shared with other occupants, such as entranceways, lobbies, corridors, lavatories, stairways, elevators, parking spaces, student study areas, etc. All use of the Licensed Classrooms by NJIT during this Amendment shall be for the charges or fees set forth below.

LICENSED OFFICE SPACE:

1. Licensed Office Space. During the term of this Amendment, MCCC shall provide NJIT with a sufficient office space having at least two (2) desks with chairs, and at least two (2) additional chairs for visitors such as students (the "Licensed Office Space"). The Licensed Office Space will be used by NJIT Instructors to meet students during office hours; by the program academic advisor to meet with and advise students; and by NJIT admissions representatives visiting the MCCC campus for recruiting students into to the BSCE Program and/or NJIT Courses. Upon NJIT's request and subject to availability, MCCC shall provide additional Licensed Office Space in the event that enrollment in the BSCE Program and/or NJIT Courses require the same (additional fees may apply).
2. Licensed Office Space Features. All Licensed Office Space shall have windows, the minimum number of required desks and chairs as described above, internet access and secure storage for NJIT hardware and classroom materials, and be located in close proximity to the Licensed Classrooms. MCCC will also furnish and maintain necessary utilities, services and items required for NJIT's use of the Licensed Office Space at MCCC's own expense, including customary security, heat, air conditioning, computers, internet service, gas, electricity, cleaning services, trash removal, etc. MCCC agrees that it will provide a directory in the building where the Licensed Office Space is located that shall identify the Licensed Office Space as occupied by NJIT. MCCC shall also permit NJIT to place its name and/or logo by signage on or near the entrance doorway to the Licensed Office Space. All such signage shall be professionally prepared, substantially similar to that signage at NJIT's main campus and approved by MCCC (such approval not to be unreasonably withheld).
3. Approval of Licensed Office Space. All dedicated Licensed Office Space shall be subject to NJIT's prior approval. NJIT's approval for any Licensed Office Space will not be unreasonably withheld or delayed. In the event that NJIT disapproves of any Licensed Office Space, MCCC shall use its best efforts to provide substitute Licensed Office Space acceptable to NJIT. If NJIT does not find the Licensed Office Space acceptable for any semester during the term of this Amendment, NJIT may terminate this Amendment without further liability for License Fees (except for any License Fees due and owing prior to such time). MCCC represents that the Licensed Office Space shall be available sufficiently in advance of the start of each semester, otherwise, NJIT shall be permitted to terminate this Amendment.

4. Damage by NJIT Instructors. NJIT shall be responsible in case of loss or damage to the Licensed Office Space caused by NJIT Instructors and NJIT agrees to insure itself with respect to the same. Except for such loss or damage caused by NJIT Instructors, MCCC agrees at its own expense, to maintain and keep in good repair the Licensed Office Space during the term of this Amendment.
5. NJIT's Right to Use Licensed Office Space. During the term of this Amendment, NJIT shall have the exclusive right to use the Licensed Office Space to be provided by MCCC for purposes related to the NJIT Courses and/or recruitment and the non-exclusive right to use those common areas to be shared with other occupants, such as entranceways, lobbies, corridors, lavatories, stairways, elevators, parking spaces, student study areas, etc. All use of the Licensed Office Space by NJIT during this Amendment shall be for the charges or fees set forth below.

ACADEMIC SERVICES:

1. Library Resources. MCCC shall provide the BSCE Program and NJIT Course students with access to available MCCC library resources, without additional charge to the students or NJIT, subject to MCCC's library use policies and procedures. Students enrolled in NJIT courses at MCCC will also have full access to the NJIT library resources at NJIT's main campus. Most of these resources are digitally available and thus, remotely accessible. Should these students wish to visit and use the library facilities on the NJIT main campus, they will have the same privileges with NJIT students in programs offered at the NJIT main campus.
2. Computing Resources. NJIT students taking courses offered at the MCCC campus will have access to all computer software available to students attending the same degree program at the NJIT main campus. Students will be provided technical support via the NJIT Computing Help Desk which is accessible remotely. Basic technology support will be also offered to these students through the corresponding MCCC office/unit.
3. Enrollment/Advising. NJIT shall be responsible for enrollment, student advising, and student record keeping for the NJIT Courses.
4. Student Health Care and Counseling. NJIT students taking courses at the MCCC campus will have health care coverage through NJIT by purchasing NJIT's health insurance or by obtaining a waiver by providing proof of alternative coverage, before transferring into the BSCE Program and/or taking the NJIT Courses. In case of emergency they will be accommodated by the Health Services unit of MCCC. Regarding counseling, NJIT students taking courses at the MCCC campus will have initial access to the MCCC counseling center which will be contacting the NJIT counseling center to coordinate subsequent actions to support the students.
5. Admissions. All student applications and admissions criteria for transfer into the BSCE Program and/or NJIT Courses shall follow the norms of NJIT. Admission criteria for the NJIT Courses shall be determined by NJIT in its reasonable

discretion. Students shall be admitted into the NJIT Courses based on those admission criteria.

6. Course Assessment. NJIT shall be responsible for the continuous academic assessment and evaluation of the NJIT Courses to insure that the NJIT Course standards are consistent with those of NJIT offered at its Newark, New Jersey main campus.

FINANCIAL ARRANGEMENTS:

1. Tuition Collection. NJIT shall be solely responsible for establishing, collecting and retaining tuition from students enrolled in the NJIT Courses, as they will be considered NJIT students.
2. NJIT's Use of the Licensed Classrooms and Licensed Office Space. With regard to MCCC's provision of the Licensed Classrooms and Licensed Office Space to NJIT pursuant to this Amendment, NJIT will pay MCCC the following license fees (collectively the "License Fees"):
 - (a) Licensed Classrooms Fee. A fee of forty dollars (\$40) per hour for each classroom and one hundred dollars (\$100) per hour for each laboratory, inclusive of equipment usage, actually used by NJIT Instructors to teach the NJIT Courses. For purposes of calculating such fees, the term "hour" as used in this Amendment means course contact hour (typically 50 minutes); and
 - (b) Licensed Office Space Fee. A fixed fee of two thousand five hundred dollars (\$2,500) per MCCC academic semester for NJIT's use of the Licensed Office Space as permitted under this Amendment.
3. License Fee Payments. All License Fees shall be invoiced by MCCC (electronic filing permitted) at the end of each MCCC academic semester during the term of this Amendment. The hours of use by NJIT shall be generally based on the total contact hours of the NJIT Courses offered each semester at MCCC (e.g., a traditional 3 credit-hour course usually meets for three contact hours each week of a semester). All License Fees include an apportionment for the common areas attributable to the Licensed Classrooms and Licensed Office Space and MCCC's insurance for the same.
4. Time of Payment. NJIT shall pay all approved invoices for License Fees within thirty (30) days of NJIT's receipt of the same. Except for the License Fees for which NJIT has agreed to pay MCCC herein, all costs, which are incurred by MCCC with respect to its Licensed Classrooms and Licensed Office Space, shall be borne by MCCC and NJIT shall have no liability for the same unless otherwise required hereunder.
5. License Fees Invoices. All invoices submitted by MCCC for License Fees shall specify: (a) dates/semester of use by NJIT; (b) total hours and amount billed; and (c) MCCC's Federal Tax ID number. Submission of reasonably appropriate

invoices as described above is a condition of payment by NJIT. The above License Fees describe the entire financial obligation of NJIT under this Amendment with respect to NJIT's use of the Licensed Classrooms or Licensed Office Space under this Amendment.

6. Interrupted Possession. If delivery of possession of the Licensed Classrooms or Licensed Office Space shall be interrupted at any time after the Effective Date of this Amendment and NJIT is unable to use the same for any cause whatsoever, NJIT's obligation to pay the License Fees shall be suspended and abated respectively until possession of the Licensed Classrooms and/or Licensed Office Space is redelivered.
7. Non-Financial Liability of NJIT. NJIT shall have no financial obligation for maintaining resources and services at the Licensed Classrooms and Licensed Office Space other than the payment of the License Fees herein. However, NJIT shall be permitted in its sole discretion to conduct periodic inspections of operations and quality of overall services at the Licensed Classrooms, Licensed Office Space and MCCC's facilities during the term of this Amendment. MCCC agrees to maintain the Licensed Classrooms and Licensed Office Space in accordance with all applicable building statutes, ordinances, rules, orders, regulations and requirements.

ASSUMPTION OF RISK:

To the extent allowable by applicable law, each party hereby assumes any and all risks of personal injury, property damage and third party claims attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and shall indemnify and defend the other party against the same.

TERM AND TERMINATION:

1. Term. This Amendment shall commence on the Effective Date and continue for five (5) years after thereafter or when the last NJIT Course started during the term of this Amendment is completed, whichever is later (the "term" as used herein).
2. Renewal. The parties agree to review the BSCE Program annually and to make amendments where appropriate. Renewal of this Amendment in writing following the initial term may be negotiated during the final academic year of this Amendment. Termination, expiration or non-renewal of this Amendment shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
3. Termination. The parties may terminate this Amendment as follows:
 - (a) Inadequate Enrollment or Licensed Classrooms/Licensed Office Space Not Approved. NJIT reserves the right to cancel this Amendment no later than one (1) week before the start of any semester during the term if: (i) the number of registered students for each of the NJIT Courses scheduled for such time is below fifteen (15) students; or (ii) NJIT has not approved

the designated Licensed Classrooms or Licensed Office Space offered by MCCC for such upcoming semester. If NJIT cancels this Amendment due to inadequate enrollment or non-approval of the Licensed Classrooms or Licensed Office Space, it will refund any tuition amounts paid by any students before such cancellation and follow the “teach-out” protocol set forth below.

- (b) With or Without Cause. NJIT and MCCC will have the right to terminate this Amendment with or without cause by delivering written notice of termination to the other at least (90) days before the end of any semester during the term. Such early termination notice shall be effective for the upcoming semester and without further liability or obligation to the other party, subject to the “teach-out” protocol set forth below.
 - (c) Teach-Out Plan. Upon receipt of any notice of termination under this Amendment no further admittance of new students into the BSCE Program of NJIT Courses shall take place. At the time of receipt of any notice of termination, the parties agree to formulate a “teach-out” plan whereby students then currently enrolled in the BSCE Program or NJIT Courses will be allowed to complete the same, provided they meet the satisfactory academic progress standards established by NJIT. This Amendment shall remain in effect until such time each student has had a reasonable opportunity to satisfactorily complete the BSCE Program or NJIT Courses. The parties agree that any early termination shall be made through a consultative process and that all affected students shall be notified of the same as soon as possible along with all available alternative options. A “teach-out” option may include students attending NJIT’s Newark, New Jersey, main campus.
4. Survival. This Amendment shall survive termination of the Agreement, according to its own terms and conditions. Any provision of this Amendment that by its nature is intended to survive termination and/or expiration, including but not limited to assumption of risk and confidentiality, shall survive termination of this Amendment.

PUBLICITY, TRADEMARK LICENSE, USE OF NAMES:

- 1. Public Announcements. The parties will mutually agree on the text and timing of any public announcement regarding this Amendment; provided, however, that after any written statement is approved for disclosure by the parties (such approval not to be unreasonably withheld), either party may make subsequent public disclosure of the contents of such statement during the term of this Amendment without the further approval of the other party.
- 2. Use of Names. During the term of this Amendment, each party hereby grants to the other party a non-exclusive, non-transferable and non-sublicenseable right, to use and display the other party’s name and/or trademarks in connection with this Amendment and the promotion of the BSCE Program and NJIT Courses. All promotional materials created or used by MCCC will be pre-approved by NJIT

prior to dissemination; such approval not to be unreasonably withheld. Each party agrees to follow any reasonable trademark usage and/or branding guidelines provided by the other party in connection with its exercise of this license.

COPYRIGHTS AND INTELLECTUAL PROPERTY:

1. Course Posting. Each party may post the other party's course material, required text, syllabi, grading criteria and other course information approved by the party owning the same on the appropriate website/webpages of the other party for public display in the manner reasonably determined by the posting party.
2. Patent/Copyright Ownership. NJIT shall own all inventions, copyrightable materials (e.g., course material, text, syllabi, grading criteria, assessment methodology) or other intellectual property or any patents thereon, created by any student taking the NJIT Courses at MCCC pursuant to NJIT's published Patent and/or Copyright Policies.

CONFIDENTIALITY:

1. Confidential Information. It may be necessary and desirable that both Parties disclose certain confidential information ("Confidential Information") to the other ("Recipient"). Confidential Information includes but is not limited to student information and lists, internal policies and operational methods, services, inventions, financial results and marketing data disclosed by either party in connection with this Amendment, which the supplying party designates in writing as being confidential or which should be understood as such by a person exercising reasonable business judgment. The confidentiality obligations of this Article shall survive termination of this Amendment for three (3) years thereafter. With respect to any personally identifiable information, including student information covered under FERPA, the obligation of confidentiality and non-use shall remain in effect and survive in perpetuity.
2. Permitted Uses. Each Party hereby agrees that, all of its officers, employees and agents will maintain in strict confidence and secrecy all Confidential Information furnished to them from the supplying party, provided that the Recipient may disclose Confidential Information received hereunder to its officers, employees and agents who have a need to know to perform this Amendment. Each party agrees to treat Confidential Information belonging to the supplying party with the same degree of care that is customary for such information in similarly situated transactions, and in no event less than that which it treats similar materials of its own.
3. Exceptions. The obligations of this Article shall not apply with respect to any portion of Confidential Information: (a) that is or becomes publicly available other than as a result of acts by Recipient; (b) that is in the possession evidenced in writing of either party prior to the disclosure by either party; (c) that is independently developed by Recipient; (d) that is or becomes available to either party from a source that, to either party's knowledge, is not bound by a confidentiality agreement with either party prohibiting such disclosure; or (d) is

required by any law, subpoena, legal process, regulation or statute (e.g., New Jersey Open Public Records Act) and/or court or administrative order to be disclosed.

4. Disclosure Required by Law. If either party is required by law or legal process to disclose the other party's Confidential Information, that party shall promptly inform the other party of such requirement (to the extent permitted by the legal process and/or subpoena), so that the other party may seek an appropriate protective order at its own cost and expense.

NOTICES:

All notices, consents, demands and other communications between the parties under this Amendment shall be in writing (which includes facsimile) and deemed to have been received on the earlier of the date of: (a) actual receipt, (b) the third business day after deposit in the mail, postage prepaid, (c) upon delivery as evidence by a reputable, third-party commercial courier; or (d) upon confirmation of receipt by the sending telecopier.

MISCELLANEOUS PROVISIONS:

1. Non-Discrimination. Participation of students under this Amendment will be permitted in compliance with applicable federal, state, and local non-discrimination laws and regulations. The institutions shall not discriminate against any student on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State of New Jersey law.
2. Independent Relationship. NJIT and MCCC are each independent contractors and neither is responsible for the acts or omissions of the other. None of the provisions of this Amendment are intended to create, nor shall be deemed or construed to create, any joint venture, partnership, or any other relationship between or among the parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Amendment.
3. Effect. This Amendment is non-exclusive and not intended to conflict with or affect any existing or future affiliation or arrangement between either party and any institution, other entity or individual not a party to this Amendment. Either party shall have the right to enter into affiliations and other arrangements with other institutions, entities or individuals.
4. Entire Agreement. This Amendment and the Agreement constitute the complete and exclusive statement of the agreement between the parties with respect to the BSCE Program at MCCC and the Licensed Classrooms/Licensed Office Space,

and this Amendment supersedes any and all prior oral or written communications, proposals, representations and agreements entered into between the parties related to the same.

5. Waiver And Amendment. No waiver or amendment by either party of any provision of this Amendment shall be valid unless in writing. No waiver of one provision shall be considered as a waiver of any other provision.
6. Assignment. Neither this Amendment nor the parties' rights hereunder shall be assignable.
7. Third Party Rights. The parties have not and did not intend to create any enforceable rights of any third party, including without limitation students, under this Amendment.
8. Invalid Provisions. Should any term or provision of this Amendment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of laws principles and rules.

Appendix 1: Course Equivalency for Civil Engineering Degree at NCE/NJIT

Mercer County Community College			New Jersey Institute of Technology		
Course #	Title	C.H.	Course #	Title	C.H.
ENG 101	ENGLISH COMPOSITION I	3	HUM 101	English Composition, Writing, Speaking, Thinking I	3
PHY 115	UNIVERSITY PHYSICS I	4	Phys 111	Physics I	3
			Phys 111A	Physics I Lab	1
CHE 101	GENERAL CHEMISTRY I	4	Chem 125	General Chemistry I	3
MAT 151	CALCULUS I	4	Math 111	Calculus I	4
HPE 110	CONCEPTS OF HEALTH AND FITNESS	2	PE xxx	Physical Education (GUR)	1
			PE xxx	Physical Education (GUR)	1
ENG 102	ENGLISH COMPOSITION II	3	HUM 102	English Composition, Writing, Speaking, Thinking II	3
PHY 215	UNIVERSITY PHYSICS II	4	Phys 121	Physics II	3
			Phys 121A	Physics II Lab	1
CHE 102	GENERAL CHEMISTRY II	4	Chem 126	General Chemistry II	3
			Chem 124	General Chemistry Lab	1
COS 101	INTRODUCTION TO COMPUTER SCIENCE	4	CS 101	Computer Programming and Problem Solving	3
MAT 152	CALCULUS II	4	Math 112	Calculus II	4
MAT 251	CALCULUS III	4	Math 211	Calculus III A	3
MAT 252	DIFFERENTIAL EQUATIONS	4	Math 322	Differential Equations	3
ECO111	MACROECONOMICS	3	Econ 201	Economics	3
ECO 112	MICROECONOMICS	3	SS Elec	SS Elec	3
CIV 103	STATICS	3	Mech 235	Statics	3
CIV 230	MECHANICS OF SOLIDS	4	Mech 237	Strength of Materials	3
CMN 112	PUBLIC SPEAKING	3	-	ENG GUR	3
ENT 116	ENGINEERING GRAPHICS ¹	2	FED 101	Fundamentals of Engineering Design	2
DRA 190	INTRO TO CAD ²	2	CE 101	Civil Engineering CAD	1
BUS 210	PRINCIPLES OF MANAGEMENT	3	MGMT 390	Principles of Management	3
BIO 101	GENERAL BIOLOGY I	4	R120 101	General Biology	3
HIS 101	HISTORY OF WESTERN CIVILIZATION TO 1648	3	HIS	History Elective	3
			TOTAL Equivalent Credits		67

**Appendix 2: NJIT/MERCER COUNTY COMMUNITY COLLEGE
BACHELOR OF SCIENCE IN CIVIL ENGINEERING (BSCE) CURRICULUM
ENTERING WITH COMPLETED ASSOCIATES IN ENGINEERING SCIENCE**

FIRST YEAR - MCCC							
<u>FALL</u>			CR	<u>SPRING</u>			CR
CHE	101	General Chemistry I	3	CHE	102	General Chemistry II	4
CMN	112	Public Speaking	3	ENG	102	English Composition II	3
ENG	101	English Composition I	3	MAT	152	Calculus II	4
MAT	151	Calculus I	4	PHY	215	University Physics II	4
PHY	115	University Physics I	4	HPE		Physical Education	1
			17	HPE		Physical Education	1
							17

SECOND YEAR - MCCC							
<u>FALL</u>				<u>SPRING</u>			
CIV	103	Statics	3	COS	101	Intro to Computer Science	3
ECO	112	Micro Economics	3	MAT	252	Differential Eq	3
ENT	116	Eng Graphics	2	HIS	101	History Elective (GEN ED ELEC)	3
DRA	190	Intro to CAD	1	ECO	111	Macro Economics (GEN ED ELEC)	3
MAT	251	Calculus III	3	CIV	230	Mechanics of Solids	3
BIO	101	General Bio I (SCIELEC)	3	BUS	210	Principles of Management	3
			15				18

THIRD YEAR – NJIT COURSES AT MCCC							
<u>FALL</u>				<u>SPRING</u>			
ENE	262	Intro to Env Eng	3	CE	260	CE Methods	3
CE	320	Fluid Mechanics	4	CE	321	Water Resources	3
CE	320A	Hydraulics Lab *	1	CE	341	Soil Mechanics	3
MATH	279	Prob & Statistics *	2	CE	341A	Soil Mechanics Lab *	1
MECH	236	Dynamics	2	CE	210	Construction Materials Proc	3
CE	200	Surveying	3	CE	350	Transportation Eng	3
CE	200A	Surveying Lab	1				16
			16				

SUMMER – NJIT COURSE AT MCCC			
CE	332	Structural Analysis	3
			3

FOURTH YEAR – NJIT COURSES AT MCCC							
<u>FALL</u>				<u>SPRING</u>			
CE	333	Concrete Design	3	CE	495	CE Design II	3
CE	432	Struct Steel Design	3	CE		CE Elective	3
CE	443	Foundation Design	3	HSS	Elec	HSS Capstone	3
CE	494	CE Design I	3	CE		CE Des Elective	3
HSS	3xx	LIT/PHIL/HIST/STS	3	CE		Technical Elec	3
CE	431	Cons Materials Lab *	1				15
			16			TOTAL DEGREE CREDITS	133

MCCC Credits Transferred	67
NJIT Credits at MCCC Campus	55
*NJIT Credits at NJIT Campus	5
NJIT Credits (online or NJIT Campus)	6
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