

**NORTHERN VIRGINIA COMMUNITY COLLEGE AND
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
ALLIANCE AGREEMENT**

This Alliance Agreement (“Agreement”) is made effective as of the date of the last party’s signature (“the Effective Date”), by and between the University of Maryland Global Campus (“UMGC”) and Northern Virginia Community College (“NOVA”) who together are collectively referred to as the “Institutions.” This Agreement replaces the Alliance Agreement entered into between the Institutions on November 4, 2011.

RECITALS

WHEREAS, UMGC is an accredited institution of higher education with its principal place of business in Adelphi, Maryland, and provides its academic courses and programs in Maryland and through distance delivery. UMGC offers undergraduate and graduate degree and certificate programs and is accredited by the Middle States Commission on Higher Education. UMGC is a constituent institution of the University System of Maryland, an agency of the State of Maryland;

WHEREAS, NOVA is a regionally accredited institution with its principal place of business in Annandale, Virginia. NOVA is a comprehensive community college that is accessible, learning-centered, and dedicated to serving a diverse community of learners and employers through quality innovative programs, services, and the appropriate use of technology for life-long learning. NOVA is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), a constituent institution of the Virginia Community College System, an agency of the Commonwealth of Virginia;

NOW THEREFORE, the Institutions agree as follows:

I. Term

A. The term of this Agreement shall be effective as of the Effective Date and continue for an initial period of one (1) year. This Agreement shall automatically renew for successive one (1) year periods, unless terminated in accordance with this Section.

B. Either Institution may terminate this Agreement by providing the other Institution ninety (90) days’ prior written notice.

II. Alliance Students

A. UMGC shall consider students who have attended or graduated from NOVA with an associate degree “Alliance Students”, provided students complete and submit UMGC’s application for admission.

III. Admission

A. UMGC shall guarantee acceptance of students who have met the following criteria:

1. Earned an associate degree (A.A., A.S., A.A.A., A.A.S., A.F.A.) from NOVA, with a minimum 2.0 GPA.
2. Completed and submitted UMGC's application for admission.
3. Satisfied UMGC's admission requirements and are not otherwise disqualified by federal or state law, or any policy of UMGC or the University System of Maryland ("USM"). To satisfy UMGC's admission requirements students must:
 - a. Certify on the admissions application that they have graduated from a state-approved or regionally accredited U.S. high school or achieved one of the required equivalencies under USM Policy III-4.00; have completed high school or 60 credits or more of an associate degree; have satisfied UMGC's English proficiency requirement; and have satisfied and all other admissions requirements under UMGC Policy 210.00 Undergraduate Admission Policy ("UMGC Admissions Policy") (available at: <https://www.umgc.edu/administration/policies-and-reporting/policies/academic-affairs/undergraduate-admissions>); and
 - b. Be in good standing at NOVA and not subject to disciplinary expulsions or suspensions at USM or other institutions in accordance with Section III.E. of the UMGC Admissions Policy and USM Policy V-8.0–Board of Regents Policy on Event-Related Student Misconduct (available at: <https://www.usmd.edu/regents/bylaws/SectionV/V800.html>); and
 - c. Not require an F1 visa, I20 or other visas that require sponsorship from UMGC.

B. Students who do not meet the aforementioned requirements for guaranteed acceptance can still apply to UMGC and may or may not be accepted.

C. UMGC will waive the UMGC admission application fee for all NOVA students.

IV. Transfer of Credits

A. Subject to the terms and conditions of this Agreement, UMGC shall provide students graduating from NOVA with an associate degree the opportunity to seamlessly transfer into UMGC bachelor's programs as set forth in the UMGC catalog that is applicable at the time the Alliance Student applies for admission to UMGC.

B. Transfer credit for the associate degree will be awarded provided the student has achieved a grade of "C" or above for any and all courses transferred to UMGC. Grades of "D" will transfer with UMGC stipulations.

C. UMGC will guarantee the acceptance of all credits earned from the associate degree program not to exceed a maximum of seventy (70) credit hours in accordance with Maryland law and regulations and applicable UMGC policies and provided that the student does not take the equivalent course at UMGC.

D. A fulltime student admitted with third year (junior) status to UMGC should be able to complete a bachelor's degree at UMGC within (2) academic years provided the student completes the appropriate associate degree at NOVA and completes and appropriately sequences the students' remaining courses at UMGC. In most cases this will equate to completing 60 semester credits at UMGC depending upon program requirements.

E. UMGC shall accept credit for prior learning (including military, competency based, and credit by exam) in accordance with COMAR 13B.06.01.04 and 13B.02.02.16. When such credit is granted by CC, UMGC will evaluate the credits on a course-by-course basis, and will accept that credit in transfer provided that it satisfies the same standards as apply to UMGC students, is identified on the student's CC transcript, and does not exceed the maximum number of credit hours (70 credit hours) accepted in transfer. Credit granted for prior learning is subject to any expiration dates established by the learning provider.

F. To obtain an evaluation of transfer credits, the Alliance Student shall request that NOVA send official transcripts directly to UMGC electronically through a secure delivery method to studentrecords@umgc.edu (preferred method) or by mail in a sealed envelope to:

University of Maryland Global Campus
Attn: Transcripts
3501 University Boulevard East
Adelphi, MD 20783

G. While not a requirement for admission, both Institutions should advise Alliance Students to contact a UMGC advisor at the time of entry to receive an evaluation of transfer credits and design a degree completion plan.

H. UMGC will grant prospective students from NOVA a tentative evaluation of all transfer credits within 1-3 business days. It is anticipated that Alliance Students who apply to UMGC and submit official transcripts to UMGC will receive an official evaluation of

their transfer credits within 2-3 weeks of receipt of all documentation. Alliance Students should be encouraged by both Institutions to submit official transcripts to UMGC as soon as possible to ensure identification of the most accurate and efficient path to bachelor's degree completion. Evaluations may take slightly longer if UMGC has not previously evaluated the courses from NOVA that the Alliance Student wishes to transfer.

I. Upon request from NOVA, UMGC shall provide annual transfer reports to NOVA. Transfer reports will include aggregate de-identified information on bachelor's degree completion, number of credits transferred, number of Community College Transfer Scholarships awarded (if any), and other pertinent information.

J. Notwithstanding anything in this Agreement to the contrary, the Institutions retain the right and the authority to make changes in their respective courses, programs, and credential requirements that they each may determine to be in their respective best interest. Current course, program and credential requirements shall be maintained in the Institution's respective catalogs and on the Institution's respective websites.

K. The Institutions shall give the other reasonable notice of changes in course program and credential requirements that may materially affect the Alliance Student's status and acceptance of degrees, or the transfer of credit as contemplated in this Agreement. Alliance Students that have already been admitted to UMGC and whose transfer credits had been accepted prior to the time of the program or course changes will not be affected, unless the change to the program or course is mandated by law, regulation, an accrediting organization, or licensure requirement and is required to apply to students currently enrolled in a program or course.

V. Scholarships

A. UMGC may offer graduates from NOVA the opportunity to apply for scholarship opportunities as they become available.

B. Students must meet all scholarship qualifications for eligibility, which may include a minimum GPA, associate degree earned from NOVA, and U.S. citizenship or permanent residency.

C. The Institutions commit to promoting scholarship opportunities.

VI. Promotion and Tuition Discount for Community College Students

A. If NOVA agrees to promote and publicize this Agreement in accordance with Exhibit 1, then UMGC will further agree to provide to all qualified NOVA students a 25% discount rate on out-of-state tuition for all non-specialty UMGC programs as detailed in Section VII.E. A list of specialty programs can be found at <https://www.umgc.edu/costs-and-financial-aid/tuition/index.cfm>. During the term of this Agreement, the Institutions may develop and agree upon additional mutually acceptable marketing and student

recruitment plans to promote the NOVA-UMGC partnership and inform students of the opportunities available at both Institutions under this Agreement.

VII. Community College Employee Program Participants

A. NOVA's employees, spouses, and dependents who enroll in UMGC undergraduate or graduate programs under this Agreement are Community College Employee Program Participants ("Program Participants"). Each Program Participant shall be responsible for registering for courses covered by this Agreement.

B. If a Program Participant is not currently admitted to UMGC, the individual shall submit an admission application to UMGC, prior to the regularly scheduled UMGC semester in which the individual intends to enroll. UMGC shall evaluate the application and offer or deny admission and enroll Program Participants in accordance with UMGC's standard policies and procedures.

C. Upon acceptance, Program Participants may register for courses or programs and transfer credits and/or be awarded prior learning credit if eligible under UMGC's standard policies and procedures.

D. UMGC shall waive the application fee for all applicants who are admitted to UMGC and become Program Participants.

E. The tuition for Program Participants shall be equal to the current catalog published out-of-state tuition less twenty-five percent (25%) (the "Discounted Tuition"), except that:

1. The Discounted Rate shall not apply to UMGC's specialty undergraduate and graduate courses or programs and doctoral courses or programs, which can be found at <https://www.umgc.edu/costs-and-financial-aid/tuition/index.cfm>, which may be amended from time to time;

2. If the Discounted Tuition rate is less than the in-state tuition rate, a Program Participant will receive the in-state, or any other applicable, rate, as described in this Section; and

3. Program Participants who qualify for the in-state tuition rate or special tuition rate offered to active-duty military servicemembers, spouses, and dependents shall be charged the applicable rate.

II. Institutional Commitments

A. UMGC will not promote transfer to UMGC before a student has completed 45 credit hours at NOVA and shall encourage students to continue to obtain their associate degree.

B. Both UMGC and NOVA shall post these requirements for eligible students on their respective websites. If the parties create a joint landing page, they may satisfy this provision by posting the requirements on their joint landing page.

C. UMGC and NOVA will not advertise or market guaranteed admission without stating clearly it is for “eligible students only” and providing a link or cite to the requirements of each institution.

D. NOVA agrees to promote the Alliance to NOVA students by placing marketing materials on the NOVA website and other NOVA publications.

E. Any and all marketing, promotional or publication materials developed pursuant to this Agreement prepared or developed by one Institution must be reviewed and approved in writing by the other Institution prior to use of any such materials.

F. The Institutions may identify and market to groups of individuals that may particularly benefit from this Alliance, such as veterans, military, or high school students.

G. Trademarks.

1. Each Party may specify and make available to the other Party its trade names, trademarks, service marks, logos or other commercial symbols (collectively, “Marks”) in connection with this Agreement, and in so doing, each Party grants the other Party a nonexclusive, worldwide, royalty-free, non-transferable revocable license to use such Marks solely for the purposes of this Agreement.

a) Before using the other Party’s name or Marks on any materials, including but not limited to emails, brochures, webpages, press releases or any other promotional or marketing materials, a Party must send such materials to the other Party for that Party’s prior written approval.

b) When using any of the other Party’s Marks, the Party using the Marks must follow the trademark usage or brand identity guidelines provided by the Party that owns the Marks. UMGC’s brand identity guidelines are located at: <https://www.umgc.edu/about/brand-guidelines.cfm>. NOVA’s brand identity guidelines are located at: <https://brand.nvcc.edu/>.

2. Each Party reserves all rights to their respective Marks, copyrights, patents and other intellectual property rights and no rights to the Marks or copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement.

3. Neither Party shall use the name or likeness of any Alliance Student or employee or officer of the other Party in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other Party and of the individual whose name or likeness may be utilized.

VI. General Provisions

A. Notices. All notices under this Agreement shall be in writing and given by hand delivery, delivery by U.S. mail, delivery by an overnight carrier or via email to the Institutions at the designated address or such other address as shall be provided in writing. Notice shall be effective upon receipt to the person to whom it is addressed or three (3) days after notice was sent, whichever is earlier. Notice shall be given to the following persons:

i. To **UMGC**:

University of Maryland Global Campus
Office of Legal Affairs
3501 University Blvd. East
Adelphi, MD 20783
Legal-affairs@umgc.edu

ii. With copy to:

Chris Motz
Vice President of Academic Outreach and Corporate Alliances
University of Maryland Global Campus
3501 University Blvd. East
Adelphi, MD 20783
chris.motz@umgc.edu

iii. To **NOVA**:

Major General John Ferrari
Vice President of Administration and Finance
Northern Virginia Community College
4001 Wakefield Chapel Rd.
Annandale, VA 22003
jferrari@nvcc.edu

iv. With copy to:

Dr. Eun-Woo Chang
Vice President and Chief Academic Officer
Northern Virginia Community College
4001 Wakefield Chapel Rd. Suite 226
Annandale, VA 22003
echang@nvcc.edu

- B. Entire Agreement. This Agreement contains the entire agreement of the Institutions and supersedes any and all prior and/or contemporaneous agreements between the Institutions, written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed or modified orally but may only be changed or modified by an agreement in writing signed by both Institutions.

- C. No Partnership. Nothing in this Agreement is intended, shall be, or shall be deemed to constitute a partnership, joint employer, or joint venture between the Institutions. Nothing in this Agreement is intended, shall be, or shall be deemed to create rights or benefits in or to any person or entity other than the parties.

- D. Preservation of Immunities. Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMGC, the State of Maryland, NOVA, or the Commonwealth of Virginia.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, and all of which will constitute one and the same Agreement. This Agreement may be executed by way of electronic signature and signature pages may be exchanged electronically, and such signatures will be deemed original signatures.

- F. Nondiscrimination. Neither Party will discriminate with respect to services or programs provided to students on the basis of sex, race, color, religion, marital status, sexual orientation, age, handicap, or national origin, or any other protected class status.

- G. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

- H. Assignment. Neither Party will assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Institutions, by their duly authorized representatives, have entered into this Agreement as of the Effective Date.

UNIVERSITY OF MARYLAND
GLOBAL CAMPUS

NORTHERN VIRGINIA COMMUNITY COLLEGE

DocuSigned by:
Gregory Fowler
By: _____
E6CB688D6A214B4...

DocuSigned by:
Anne Kress
By: _____
0526788A340A4C7...

Printed Name: Gregory Fowler

Printed Name: Anne Kress

Title: President

Title: President

Date: 2/22/2023 | 10:24 AM EST

Date: 2/22/2023 | 10:56 AM EST

EXHIBIT 1
PROMOTIONAL ACTIVITIES

1. NOVA shall provide a single point of contact for UMGC, who is able to discuss promotions with UMGC at least two times per year.
2. NOVA shall engage in the following activities to encourage students and employees to apply and enroll in UMGC:
 - a. Events
 - i. Provide a link to a UMGC landing page on its intranet site or in a location accessible to its students and employees;
 - ii. Invite UMGC to attend events/fairs, if applicable; and
 - iii. Invite UMGC to host online open houses on the UMGC platform for students and employees, if applicable.
 - b. Internal Promotion
 - i. Provide UMGC the opportunity to include content in newsletters or other publications sent to students and employees one time per year;
 - ii. Issue periodic announcements about new UMGC programs or other updates as mutually agreed upon.
3. UMGC will provide promotional materials to NOVA for the purposes of sharing information about transfer opportunities.