ARTICULATION AGREEMENT BETWEEN FAIRLEIGH DICKINSON UNIVERSITY AND OCEAN COUNTY COLLEGE

This Articulation Agreement ("Agreement") is entered into on this <u>24</u> day of <u>March</u>, 2025 by and between Fairleigh Dickinson University, a New Jersey non-profit corporation ("FDU"), and Ocean County College ("OCC"), a public regional college in the State of New Jersey with campuses in Toms River and Manahawkin (each a "Party" and collectively, the "Parties").

WHEREAS, OCC offers an Associate Degree in general studies--science;

WHEREAS, FDU offers a doctorate degree program in pharmacy ("PharmD Program" or "Program") through their School of Pharmacy and Health Sciences;

WHEREAS, the Parties desire to enter into this Agreement under which up to five (5) qualified students of OCC will be guaranteed an interview if they meet all other admission requirements/criteria.

The following are the terms and conditions for acceptance into the FDU School of Pharmacy for OCC students:

- A. A student must enroll in the OCC AS in general studies—science
- B. To be eligible for admission to the FDU Pharm.D. program Overall GPA of 2.7 or better on a 4.0 scale (recommended 3.0)
- C. Pre-requisite Coursework GPA 2.75 (no grade lower than a C-)
- D. A student completing the AS in general studies—science must complete 67-72 (depending on math placement) prerequisite undergraduate credits within 2-3 academic years.

The following are the prerequisite courses (OCC Equivalents):

4 credits
4 credits

FDU- OCC PharmD Program

MATH 265 Calculus I	4 credits
MATH 156 Intro to Statistics	3 credits
ENGL 151 English I (GCOM)	3 credits
ENGL 152 English II (GCOM)	3 credits
Electives (Speech, Economics and Microbiology recommended) Recommended: Social Science Gen Ed – suggested ECON 151 Macroeconomics COMM 154 Public Speaking 3-credits (Gen Ed)	18-23 credits

- E. A student must have completed the course of study at OCC without violation of the Student Code of Conduct.
- F. One year prior to completing the course of study, a student must complete and submit a PharmCAS application, including letters of recommendation. Qualified applicants will be granted an interview. Interview selection is not a guarantee of admission to the program.
- G. Applicants whose native language is not English and were born outside of the United States are required to take the Test of English as a Foreign Language (TOEFL) and achieve a minimum score of 79 on the TOEFL iBT or equivalent.

OCC'S RESPONSIBILITIES:

During the term of the agreement and any renewal period, OCC shall be responsible, at its own expense, for the following:

PROGRAM RECRUITMENT AND ENROLLMENT

- A. To make reasonable efforts to notify the appropriate students about the PharmD Program and provide them with application information. For the sole purpose of promoting this Program, FDU and OCC may use the name and logo of the other school in marketing materials. The publishing party must submit any material containing the other party's name and logo for written approval prior to publication.
- B. In order to publicize this Program, OCC will feature it as a deliberate part of its enrollment management strategies, including the undergraduate catalog, appropriate digital and print media, and prospective student events. OCC will make this pathway known to faculty advisers who will communicate the availability and details of the program to applicable students. FDU will work closely with OCC-in these publicity efforts.

FDU'S RESPONSIBILITIES:

During the term of the Agreement, FDU shall be responsible, at its own expense, for the following:

A. Guarantee reserved admission to the PharmD Program to OCC students who meet the current PharmD admission requirements/prerequisites, provided the students apply within 60 days of FDU's

published application due date and successfully complete an admission interview. Reserved admission is limited to 5 OCC students each year. If more qualified students are identified, their candidacy can be considered if seats are available.

- B. Determine, at its sole discretion, the curriculum design and curriculum materials for the PharmD Program.
- C. Present information sessions at OCC (at times and locations to be mutually agreed upon by the parties) to inform OCC students about the PharmD Program.
- D. Provide admission support and guidance to eligible OCC students.
- E. OCC students will be notified of the application decision approximately six weeks from the date of their application submission.

GENERAL CONDITIONS:

- 1. FDU retains decision-making authority with respect to its admission criteria and standards for the Program in accordance with its routine practices. FDU shall provide written notice to OCC of admissions changes within thirty (30) business days after approval of all such changes.
- 2. Term and Termination.
 - a. This Agreement shall become effective on <u>March 24, 2025</u>, 2025 and shall remain in effect until September 1, 2030 and will automatically renew for subsequent one-year terms unless terminated by either Party.
 - b. This Agreement may be terminated at any time upon the mutual written agreement of FDU and OCC. In addition, this Agreement may be terminated without cause upon 120 days prior written notice by either Party.
- 3. Notices. Every notice required or permitted under this Agreement will, unless otherwise specifically provided herein, be given in writing, and may be sent by either United States Postal Service Certified Mail, return receipt requested, by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery.Non-Legal notices may be sent via official college/university e-mail. All notices shall be addressed by the Party giving, making, or sending the notice to the other Party at their address set forth below or to such other address as either Party may designate from time to time by written notice.

Notice shall be deemed to be given upon receipt. Notwithstanding the above, a notice of change of address shall not be effective until received.

Fairleigh Dickinson University 1000 River Road Teaneck, New Jersey 07666 Attn: General Counsel

Ocean County College
1 College Drive
Toms River, NJ 08754-2001
Attn: General Counsel

4. Other.

- a. During the term of this Agreement and thereafter as required by law, both Parties will keep all student information confidential in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and its implementing regulations at 34 C.F.R- 99.1 et seq. and N.J.A.C. 6A: 32-7.1 et seq.
- b. It is expressly understood that FDU and OCC are independent contractors with respect to each other.
- c. The Parties to this Agreement hereby agree that they will not discriminate on the basis of race, sex, gender, creed, color, national origin, marital status, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, pregnancy status, veteran status religion, disability, socioeconomic status, or other protected status under applicable law; and that each will fully comply with all federal and state statutes, and all rules and regulations promulgated thereunder, in the performance of this Agreement.
- d. This Agreement shall be governed by the laws of the State of New Jersey, including without limitation the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., without regard to its conflict of laws provisions.
- e. Neither FDU nor OCC shall have any liability for failure to perform under this Agreement due to events or conditions beyond its reasonable control or which make an essential purpose of this Agreement impractical to achieve. These circumstances may include, without limitation, natural disasters or acts of God; acts of war, terrorism, riots, or widespread criminal activity; changes in law, regulation, or rule; government acts or orders (including the extension or modification of a pre-existing governmental act or order); a state of emergency; labor disputes or stoppages; fire, storm, or other natural disaster; quarantines; new outbreaks or resurgence of Coronavirus or other communicable diseases, viruses or illnesses requiring quarantine or significant curtailment of activities; other pandemics or epidemics; or any other cause, whether or not similar in kind to the foregoing that is beyond a Party's reasonable control, taking into account the associated budget allocated by each Party to the activities contemplated hereunder.
- f. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter it addresses and supersedes all other agreements, representations and understanding between the parties with respect thereto. This Agreement may not be supplemented or modified except through a written and dated amendment signed by both parties.
- g. In the event a court of competent jurisdiction declares any provision of the Agreement to be void, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

Fairleigh Dickinson University

Ocean County College

Name:

Title:

Date:

Name

Title:

Date: