

**DUAL DEGREE PROGRAM AGREEMENT
BETWEEN
NEW JERSEY INSTITUTE OF TECHNOLOGY
AND
STOCKTON UNIVERSITY**

This Dual Degree Program Agreement (“Agreement”), effective as of the date of the last signature hereto (“Effective Date”), by and between **Stockton University** (“Stockton”) and **New Jersey Institute of Technology** (“NJIT”), is to define the procedures for a non-exclusive combined program guaranteeing admission of qualified Stockton students into select NJIT Baccalaureate degree Engineering programs (“Dual Degree Program”).

WHEREAS, this Agreement stipulates that Stockton students must apply to the Dual Degree Program as described herein and follow the degree articulation plans and meet the minimum GPA requirements as outlined in the Agreement.

WHEREAS, Stockton and NJIT are both accredited institutions of higher education and generally accept for transfer purposes credits earned by students at the other institution and each party desires to establish a protocol to facilitate the Dual Degree Program whereby Stockton students (“Students”) enrolled in a Baccalaureate degree program from Stockton may obtain a second Baccalaureate degree in Engineering from NJIT within approximately a five (5) year sequence.

WHEREAS, Stockton and NJIT are authorized by law to enter into this Agreement and performance shall be in full compliance with the State of New Jersey’s Transfer Policy of September 2007, and the Comprehensive Statewide Transfer Agreement.

WHEREAS, the purpose of this Agreement is to provide Stockton students with an opportunity to be admitted in both institutions, with the Students’ admission to NJIT begins in the fourth year of the program and is contingent upon their satisfactory progress toward a Stockton Baccalaureate Degree while maintaining the academic standards necessary for enrollment at NJIT and registration in specific Dual Degree Program courses.

WHEREAS, the successful implementation of this Agreement depends upon communication of its contents to all involved participants, particularly to the eligible Students, and assumptions of responsibility by both institutions for such communication. Annual periodic reviews and updates are essential to ensuring a seamless transfer curriculum. Programmatic changes by either institution will necessitate amendments to this Agreement as appropriate. For example, the number of programs affected by this Agreement may change.

The Dual Degree Program

The Dual Degree Program will lead to a Baccalaureate degree from Stockton and a Baccalaureate degree in Engineering from NJIT. The combined strengths of the two (2) curricula recognize the value of a college education that provides a broad cornerstone for lifelong learning and growth, as well as the importance of a sound technical and professional competency in an Engineering discipline.

The initial Baccalaureate Engineering degree program available at NJIT as part of the Dual Degree Program is the B.S. in Mechanical Engineering. Further programs may be added to this Agreement as an Appendix and/or Appendices by the institutions based on a mutual consultation and approval. Graduates of the Dual Degree Program may be employed in industry, or government. Additionally, graduates will be prepared to pursue graduate studies, should they choose to do so.

Students pursuing Baccalaureate degrees from Stockton in Physics or Mathematics, are eligible for participation in the Dual Degree Program. Participation in the Dual Degree Program is contingent upon Students completing their three (3) years (or academic equivalent) at Stockton with the minimum required GPA of 3.0 on a 4.0 scale (grade of "B") or greater and meeting all other admissions requirements to the Engineering program at NJIT.

The Students will enter the Dual Degree Program as fully matriculated freshman at Stockton and continue their studies for three (3) years at Stockton. During these first three years, the bulk of the requirements for a Baccalaureate degree from Stockton are to be satisfied, including all departmental requirements. Transfer students can be admitted to the program but must meet the program GPA requirement and be enrolled for at least one academic year at Stockton before they become eligible for the transfer to NJIT through this agreement. Completion of the program for transfer students and Stockton's students who did not join the program as freshmen may take more than five years. During the fourth year of the Dual Degree Program, qualified students will transfer to NJIT and become fully matriculated at NJIT.

During the fourth and fifth years at NJIT, the course of study will be focused on the required Engineering courses needed to complete the NJIT Baccalaureate Engineering degree, with certain of these courses being required by Stockton for fulfillment of its Baccalaureate degree requirements. Students will begin their Engineering degree courses at NJIT in their fourth year while simultaneously completing their last year of Stockton Baccalaureate degree courses which will consist of at least twenty-four (24) NJIT credits in Engineering courses transferred back to Stockton, such that Students can complete their Stockton Baccalaureate degree (e.g., Applied Physics or Mathematics).

The Stockton Baccalaureate degree will be awarded by Stockton after the fourth year of study in the Dual Degree Program assuming that all Stockton degree requirements have been met. Students who fulfill the academic requirements of NJIT will be granted a Baccalaureate degree by NJIT after the fifth year of study in the Dual Degree Program assuming that all NJIT degree requirements have been met.

The number of Baccalaureate Engineering degree programs at NJIT and corresponding specific articulated courses required for each of the same, will be decided based on a mutual consultation and approval of NJIT and Stockton and added to this Agreement as an Appendix and/or Appendices. Each of the degree programs under this Agreement may contain some study at NJIT during the summer of third year. Each institution shall make available to the other institution, in advance and in a timely manner, any changes in their program and/or curriculum related to this Agreement.

Each institution will assign an appropriate number of staff persons to serve as liaisons to assure on-going communication between the two institutions. At least once a year, each institution's involved faculty, counselors and administrative staff will meet to discuss curriculum and other Dual Degree Program details. Proposed changes in curriculum by either institution will be addressed to ensure that they are admissible to the other and that they will not cause unnecessary difficulty for students seeking transfer.

Responsibilities of Institutions

High school seniors interested in this Program need to submit the Stockton undergraduate application and select the engineering dual degree which is listed as an option under one of the three Stockton programs participating in this agreement. No additional application is required to join the program. Students admitted to the program must meet the math requirements set by the School of Natural Sciences and Mathematics and be well prepared to take Calculus I in their first semester at Stockton.

The Dual Degree Program application shall include a statement regarding the Family Educational Rights and Privacy Act ("FERPA"), the sharing of personally identifiable information and educational records between the institutions, and include a signature of the student authorizing the release of such information and records.

Students who do not join the program as freshmen, may apply to the Dual Degree Program no later than the fall semester of the junior year (e.g., first semester of the third year). Stockton agrees to share application material with NJIT at the time of the student's transfer.

Stockton's students who are qualified for transfer to NJIT through this agreement must make their request for the transfer at the beginning of the last semester of their third year in the program. Stockton's Engineering Committee reviews all requests and makes its recommendation early in the semester. A list of all students approved to be transferred to NJIT by the committee is submitted to NJIT with an endorsement by Stockton's Dean of Natural Science and Mathematics. Approved students are also required to complete the NJIT online transfer student's application, and submit current Stockton transcripts before end of March for the following Fall semester, and end of November for the following Spring semester. The Associate Dean of the Engineering School at NJIT will be in charge of facilitating the transfer of the qualified students.

At the time of transfer, NJIT will review each Student's online application, transcripts and other available documentation in accordance with this agreement and accept each qualified student accordingly into the third year of his/her selected engineering program.

Upon admittance by NJIT, Students will begin receiving regular communications from NJIT and will be invited to NJIT's campus for admitted student events. Any Student who chooses to attend NJIT prior to the completion of the third academic year of the program or is not abiding by the terms stated by this agreement will be considered a regular transfer student by NJIT and will not be afforded the benefits of this Agreement.

Each institution shall be solely responsible for establishing, collecting and retaining tuition from Students enrolled in any of its own degree programs. The intent of the institutions is that neither shall receive any compensation from the other under this Agreement and there will be no tuition or revenue sharing of any kind. Neither institution shall have any financial obligation to the other institution under this Agreement.

Once admitted into the Dual Degree Program, Students will be enrolled at Stockton. After transferring to NJIT, Students must comply with and will be bound by the standards, policies, guidelines and regulations of NJIT in effect at the time of their enrollment and physical attendance at NJIT.

To the extent allowable by applicable law, each institution hereby assumes any and all risks of personal injury, property damage and third party claims attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof. Notwithstanding the foregoing, neither institution is responsible for the conduct or welfare of the Students while they are not physically attending their institution.

Unless authorized by NJIT, Stockton will not make any representations or offer any guarantees to prospective Students about the likelihood of awards of financial aid or scholarships or Student employment upon their enrollment at NJIT. Students transferring to NJIT will be treated the same as other continuing NJIT students and of equal class standing when applying for financial aid.

Compliance

Implementation and interpretation of this Agreement will be consistent with and subject to all applicable and mandatory approvals, policies and procedures established by the appropriate accreditation bodies, including Middle States Commission on Higher Education, the New Jersey Secretary of Higher Education, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution. Stockton and NJIT are responsible for identifying and communicating to each other any change in the policies or requirements of their respective institutions that affect this Agreement. The appropriate individuals at each institution will review and consider such changes upon request and to the extent required, adjust the programs

accordingly. Both institutions shall maintain their respective individual accreditation and this Agreement shall be binding only so long as that accreditation is maintained by both institutions.

Participation of Students under the Dual Degree Program protocol established in this Agreement will be permitted in compliance with applicable federal, state, and local non-discrimination laws and regulations. The parties shall comply with all applicable laws and shall not discriminate against any person or group of persons 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.

Both institutions recognize that they are bound to comply with FERPA, as it may be amended from time to time, in the handling of educational records of Students enrolled in their institutions. The parties may possess and come to possess confidential student records that have been created, discovered or developed in the course of the programs. Each party shall keep confidential all such student records and information and will not without the prior written consent of the other party use for its benefit or disclose at any time, except to the extent required by the performance of this Agreement or by law, any such information. Each institution shall share Student information with the other in accordance with FERPA and any applicable state and local laws, including any regulations of the institutions' regional accrediting association Middle States Commission on Higher Education. Nothing contained herein shall limit the discretion of each institution to execute this Agreement, in accordance with its own educational policies, criteria and standards.

General Provisions

This Agreement may not be assigned or delegated by either institution without the further written consent of the other institution.

Each institution acknowledges and agrees that the relationship with each other is that of independent contractors, and this Agreement shall not be construed to create a partnership, joint venture or agency relationship between Stockton and NJIT. This Agreement is not intended to and shall not be so construed as to create any independent rights in any students of Stockton nor include Stockton students as parties hereto.

During the term of this Agreement, each institution hereby grants to the other institution a non-exclusive and non-transferable right, to use and display the other institution's name and/or logos in print publications in connection with the promotion and implementation of this Agreement. All promotional and/or marketing materials created or used by either institution will be pre-approved by the other institution prior to dissemination; such approval not to be unreasonably withheld. NJIT will provide Stockton with information packets for transfer admissions and/or the Dual Degree Program. Stockton will provide its Students with information about transferring to NJIT and/or the Dual Degree Program.

This Agreement represents the entire agreement between the institutions with respect to the subject matter and supersedes all prior negotiations, representations and/or agreements, between the institutions relating to the subject matter of this Agreement. This Agreement shall not be amended or modified except by written agreement of the institutions.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey without regard to its conflicts of laws principles and rules. In the event of a dispute, the institutions shall firstly attempt to settle it by negotiation within thirty (30) days before any other action is taken. The Superior Court of the State of New Jersey shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

Neither institution shall have any liability to the other for consequential, exemplary, special, incidental or punitive damages even if advised of the possibility of such damages, including without limitation lost profits and opportunity. Except as otherwise contained herein, each institution disclaims all warranties and representations, either express or implied, with respect to its programs and/or any courses or services to be provided hereunder.

Both institutions recognize that the proprietary information and/or materials of each institution shall remain the property of that institution throughout and subsequent to this Agreement.

If the performance of any obligation under this Agreement on the part of either institution should be prevented or delayed by an event of force majeure beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake or other natural disaster, then the affected institution's duty to perform its obligations under this Agreement shall be excused as reasonably required or justified by the circumstances, and this Agreement may be terminated upon the written request of either institution.

This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto, and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

Longevity of this Agreement and Termination

This Agreement shall continue from the Effective Date for a period not to exceed five (5) years, unless and until it is discontinued by either institution for convenience by submitting written notification to the other institution at least ninety (90) days before the end of any semester in NJIT's school year in order to protect all students transferring between the institutions. Such early termination notice shall be effective for the upcoming semester and without further liability or obligation to the other institution.

In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other party, in writing, of the alleged breach and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

In the event that this Agreement is terminated early for any reason, NJIT and Stockton both commit that they shall make a good faith effort to formulate a “teach-out” plan applicable to all then enrolled Students that will permit the Baccalaureate degree programs then in progress at both institutions to run to completion for the sake of the Student participants in order for them to complete all remaining degree requirements at each institution. The institutions agree that any early termination shall be made through a consultative process with one another.

Notices

Whenever written notice is required or permitted to be given by one party to the other, it shall be deemed to be sufficiently given three (3) days after deposit in the United States mail with the proper postage affixed by certified mail, return requested, or nationally recognized courier subject to confirmation of receipt, as follows:

For Stockton

Susan Davenport, Ph.D.
Interim Provost and Executive Vice President
Stockton University
101 Vera King Farris Drive
Galloway, NJ 08205-9441

For NJIT

Fadi P. Deek, Ph.D.
Provost and Senior Executive Vice President
New Jersey Institute of Technology
University Heights
Newark, NJ 07102-1982

Indemnification

To the extent permitted by the laws of the State of New Jersey, NJIT agrees to defend, indemnify and hold harmless Stockton and its directors, trustees, officers and employees from and against any and all third party claims, liabilities, damages, losses and expenses to the extent caused by NJIT’s negligent acts, errors, intentional acts or omissions and/or by its employees or agents in the performance of NJIT’s responsibilities under this Agreement.

To the extent permitted by the laws of the State of New Jersey, Stockton agrees to defend, indemnify and hold harmless NJIT and its directors, trustees, officers and employees from and against any and all third party claims, liabilities, damages, losses and expenses to the extent caused by Stockton’s negligent acts, errors, intentional acts or omissions and/or by its employees or agents in the performance of Stockton’s responsibilities under this Agreement.

Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

Nothing contained in this section shall be deemed an express or implied waiver of any defense of tort or sovereign immunity on the part of either institution.

Signatures

The undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective institutions. The institutions have duly executed and delivered this Agreement as of the dates set forth below.

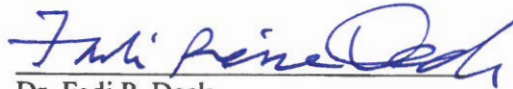
Stockton University



Dr. Susan Davenport
Interim Provost & Executive Vice President

Dated: 3/17/2021

New Jersey Institute of Technology



Dr. Fadi P. Deek
Provost & Sr. Executive Vice President

Dated: 3/15/21

APPENDIX

COURSE-TO-COURSE ARTICULATION GRIDS
NEW JERSEY INSTITUTE OF TECHNOLOGY AND STOCKTON
UNIVERSITY
BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING

1st Year (Fall)	Prerequisite	Cr	Remarks	1st Year (Spring)	Prerequisite	Cr	Remarks
*CHEM 125 Chem I	None	3	CHEM2110	*CHEM 126 Chem II	Chem 125 or Chem 121 with a C or better; MATH 110 or higher	3	CHEM2140
CS 101 Computer Prog.	None	3	PHYS2410				
FED 101 FED	None	2	GEN2180	HUM 102 Wri, Speak, Think II	Hum 101	3	FRST1120?
FRESH SEM Freshman Seminar		0	WAIVED	MATH 112 Calc II	Math 111	4	MATH2216
HUM 101 Writ, Speak, Think I	None	3	FRST1120	PHYS 111 Physics I	Phys 111A, Math 111rc	3	PHYS2220
MATH 111 Calc I	None	4	MATH2215	PHYS 111A Phys I Lab	Phys 111Arc	1	PHYS2225
CHEM 125A	None	1	CHEM2115			14	
		16					
2nd Year (Fall)				2nd Year (Spring)			
**HIST/HUM 200 Level GER	HUM 101	3	GSS/GAH2000	MATH 222 Diff Equations	Math 112	4	MATH3328
MATH 213 Calc IIIB	Math 112	4	MATH2217	ME 231 Kin of Mach	CS 101, Mech 234	3	Y1S1
ME 215 Engr Mat & Proc	Chem 122 or Chem 126	3	Y1S1	MECH 236 Dynamics	Mech 234	2	PHYS3220
MECH 234 Eng. Mech (Statics)	Phys 111, Math 112	2	PHYS3220	MECH 237 Mech of Matl's	Mech 234, Math 112	3	PHYS3200
PHYS 121 Physics II	Phys 111, Phys 121Arc, Math 112rc	3	PHYS2230	PHIL 334 Engr'g. Ethic	HUM 101,102,GER	3	Y2S2
PHYS 121A Phys. II Lab	Phys 111A	1	PHYS2235				
		16				15	
3rd Year (Fall)				3rd Year (Spring)			
ECE 405 E.E. Princ	Phys 121, Jr stnd	3	PHYS3120	ME 304 Fluid Mech	Mech 236, ME 311	3	Y1S2
MATH 279# Engr Prob & Stat:	Math 112	2	Y1S1	ME 305 Intro Sys Dyn	ME 231, Mech 236, Math 222	3	Y1S2
ME 311 Thermo I	Phys 111, Math 211/213	3	Y1S1	ME 312 Thermo II	ME 311	3	Y1S2
ME 315 Stress Analysis	ME 215, Mech 237, Math 222	3	Y1S2	ME 316 Mach Design	ME 315, ME 231	3	SUMMER2
ME 430 CAD	FED 101, CS 101, Math 222	3	Y2S1	ME 343 Mech Lab I	ECE405, Math279/333, Mech236, ME304sc	3	Y1S2
		14				15	
4th Year (Fall)				4th Year (Spring)			
HIST/HUM 300 LEVEL GER:	HUM 101, 102.GER	3	GSS/GAH3000	*HUM SR SEM. HSS	Senior stnd	3	Y2S2
ME 403 Mech Sys Des I	ME 304, 305, 312, 316, 407sc	3	Y2S1	ME 406 Mech Lab III	ME 405, ME 407	2	Y2S2
ME 405 Mech Lab II	ME 343, ME 312, ME 407sc	2	Y2S1	ME 408 Mech Sys Des II	ME 403, ME 407	2	Y2S2
ME 407 Heat Transfer	ME 304, ME 311, Math 222	3	Y2S1	ME/TE Elective:	Varies based on course	3	Y2S2
ME/TE Elective:	Varies based on course	3	PHYS3110, PHYS 3340, or MATH4xxx	ME/TE Elective:	Varies based on course	3	PHYS3XXX or MATH4xxx
		14		*****SOC. SCI GER:	Jr/Sr stnd	3	ECON1400 OR MGMT3110
						16	
						Total CR = 120	

A credit for Math 333 also satisfies requirement for statistics

* CHEM 121 IN LIEU OF CHEM 125, CHEM 122 IN LIEU OF CHEM 126

** HIST/HUM 200+ LEVEL GER

*** HIST/HUM 300+ LEVEL GER

**** 400+ LEVEL HUMANITIES AND SOCIAL SCIENCE SENIOR SEMINAR GER

***** SOCIAL SCIENCE GER: IE 492, MGMT 390 OR ECON

NOTE: ME and Acceptable Technical electives are listed. All other Tech Electives must have prior departmental Approval

rc – required co-requisite, sc –suggested

co-requisite

Y1S1: YEAR1-SEMESTER1

Y1S2: YEAR1-SEMESTER2

Y2S1: YEAR2-SEMESTER1

Y2S2: YEAR2-SEMESTER2

SUMMER