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**Memorandum of Understanding**

**Thomas Edison State University**

And

**STOCKTON UNIVERSITY**

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This Memorandum of Understanding (“**MOU**”) is entered into between **Thomas Edison State University** (University or TESU) and **STOCKTON UNIVERSITY** for the purposes of jointly participating in the New Jersey Prior Learning



courses. Both TESU and the student's home institution, through their respective program liaisons, will be prepared to act as a point-of-contact to address and meet the needs of the student.

### **3. The Portfolio Assessment Process at Thomas Edison State University**

To earn credit for PLA through the portfolio process, NJ PLAN students will follow the same process used by TESU students: upon referral by their institution, students will have the option to enroll in TESU's PLA-1010 or PLA-5010, Portfolio Assessment Program (1010 Undergraduate, 5010 Graduate). These courses are online, three-credit, eight-week courses that guide students through the process of developing their portfolios. Upon the conclusion of PLA-1010/5010, students complete their portfolios, which are evaluated by subject-matte

American Council on Education. TESU will work with institutions in facilitating this process.

## **5. Relationship Between Parties**

The Parties are independent contractors, and neither Party will hold itself out to be the agent, employee, partner, or joint venture of the other Party. When used by the Parties, the terms, “partner” or “partnership,” are for convenience of reference, and have no legal significance.

## **6. No Third-Party Beneficiaries**

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties hereto, any rights or remedies, under or by reason of this MOU.

## **7. Assignment**

Neither Party will voluntarily or by operation of law assign or otherwise transfer its obligations under this MOU, without the prior written consent of the other Party.

## **8. Responsibility**

Each Party shall be responsible for its own acts and omissions, as well those of its employees, officers, and agents.

## **9. Non-Discrimination**

For the purposes of this MOU, the Parties agree to abide by all applicable federal and New Jersey state laws and regulations prohibiting discrimination.

## **10. Family Educational Rights and Privacy Act**

The Parties acknowledge that this MOU is subject to the Family Educational Rights and Privacy Act, a United States federal law that precludes the release of education records without the written consent of the student, with certain limited exceptions.

## **11. Publications and Marketing**

The University and **STOCKTON UNIVERSITY** will jointly promote this undertaking to students of **STOCKTON UNIVERSITY**. All materials mentioning the relationship between the University and **STOCKTON UNIVERSITY** under this MOU must be approved in writing by both the University and **STOCKTON UNIVERSITY**, prior to their publication and distribution, and such approval will not be

**STOCKTON UNIVERSITY** for this undertaking. The University will provide to the **STOCKTON UNIVERSITY** liaison all articulation materials as needed and/or as requested.

The liaisons at the University and **STOCKTON UNIVERSITY** shall maintain a minimum of quarterly contacts to discuss the program and the administration of this undertaking.

The Parties shall undertake to resolve in good faith any concerns or questions which may arise concerning the terms and implementation of this MOU.

Whenever any notice is to be given hereunder, it sha

New Jersey, regardless of conflict of laws principles, and venue shall reside in a court of competent jurisdiction located in Mercer County, New Jersey.

### **17. Changes, Amendments or Termination**

This MOU represents the entire understanding of the Parties with respect to the subject matter hereof. No changes, modifications, extensions, terminations, or waiver of this MOU, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

This MOU may be terminated by **STOCKTON UNIVERSITY** or the University upon the giving of ninety (90) days' prior written notice to the other if either Party determines, in its discretion, that the project is no longer academically, technically, or commercially feasible. Should this MOU be terminated, students enrolled with the University will be given three (3) years to complete their studies under the terms of this MOU. Students who become inactive during this two-year period will not be allowed to re-enroll under the terms of this MOU.

This MOU supersedes and replaces all previous signed agreements.

### **18. Force Majeure**

The failure or omission by either of the Parties to perform any obligation contained in this MOU shall not be deemed a breach of this MOU if the same shall arise from any causes beyond the control and without the fault or negligence of such Party, including, but not restricted to, acts of God, acts of federal, state, or local governments or any agency thereof, requests of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, sabotage, epidemic, quarantine restrictions or transportation embargoes.

## Appendix A

Thomas Edison State University degrees approved for this Memorandum of Understanding:

- x List TESU correlating degrees w/ Attached Equivalency Maps