

**ARTICULATION AGREEMENT BETWEEN  
LIM COLLEGE  
AND  
HERKIMER COUNTY COMMUNITY COLLEGE**

**I. Parties**

This Articulation Agreement ("Agreement") is made by and between Receiving College, LIM College ("LIM College" or "LIM") located at 216 E. 45<sup>th</sup> Street, New York, NY 10017 and Sending College/Institution, Herkimer County Community College. Collectively, both Herkimer County Community College and LIM shall be referred to as the parties.

**II. Purpose**

To establish guidelines and procedures to facilitate the transfer of qualified A.A.S. Fashion Buying and Merchandising graduates to baccalaureate degree programs at LIM College. A.A.S. Fashion Buying and Merchandising graduates are eligible to transfer into the BBA in The Business of Fashion.

**III. Provisions**

LIM College and Herkimer County Community College will draft and maintain Transfer Guides, as an addendum to this agreement, which identify the transferring institution courses which satisfy direct, liberal arts, or general/flex elective requirements at LIM College.

- Under this agreement, students who complete the courses listed on the Transfer Guide and earn their Associate's degree; will receive transfer credits for courses where a passing grade has been earned. These credits will be applied for those courses that are required in the chosen program of study.
- Students must meet the admissions and Bachelor's degree requirements for the academic year in which they are admitted. Please refer to the college catalog for complete admissions and program requirements.
- Students are required to submit an official transcript from Herkimer County Community College in order to complete the transfer of applicable credit.
- LIM College and Herkimer County Community College shall review and update the Transfer Guide as necessitated by curriculum changes by either party.
- Herkimer County Community College will promote the agreement and provide contact information for LIM representatives on the LIM microsite created by Herkimer County Community College.

**IV. SCHOLARSHIPS**

LIM College will create and award the **LIM College/Herkimer County Community College Transfer Scholarship**, in an effort to encourage Herkimer County Community College students to earn their associate degree credentials, facilitate transfer to the four-year institution, and support completion of the bachelor's degree at LIM College. In the **LIM College/Herkimer County Community College Transfer Scholarship** the student will receive a renewable, annual scholarship starting at \$750 for online students and \$1,000 for on-campus students plus any merit-based scholarship the student is eligible for. Visit <https://www.limcollege.edu/admissions-aid/financial-aid/scholarships> for current award amounts.

\*Note merit-based scholarships are only offered to on-campus students.

The LIM College/Herkimer County Community College Transfer Scholarship will have the following criteria:

1. Students must graduate from Herkimer County Community College with a minimum cumulative GPA of 2.0
2. Students MUST graduate with an associate degree from Herkimer County Community College
3. Students must register at the receiving institution as full-time, matriculated students
4. The scholarships will be renewable, as long students meet the following minimum requirements:
  1. Maintain a cumulative GPA of 2.0
  2. Maintain full-time matriculated status
  3. Maintain satisfactory academic progress towards a degree at the receiving institution

## **V. Additional Terms and Conditions**

### **Confidentiality**

Any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information, shall remain confidential.

### **Marketing**

LIM College and Herkimer County Community College will work together to promote this Agreement to the participants which may include on-site events and distribution of marketing materials. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

### **Termination and Modification**

This Agreement is effective upon the date of the last signature and shall remain in effect for three years. Thereafter, the parties may agree to renew this Agreement for successive one-years terms upon execution of a mutual written agreement that is signed by the parties. In addition, either party may terminate this Agreement for any reason, or no reason, by providing ten (10) days prior written notice to the other party. This Agreement is subject to change or modification by execution of a mutual written agreement that is signed by the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement, including the continued matriculation of students that are at the time presently enrolled in Herkimer County Community College or LIM under the terms of this Agreement, shall survive the expiration/termination of this Agreement.

### **Independent Contractors**

The parties intend that the relationship established between them pursuant to this Agreement shall be that of independent contractors. No agent, employee or servant of Herkimer County Community College shall be deemed to be an employee, agent or servant of LIM. No agent, employee or servant of LIM shall be deemed to be an employee, agent or servant of Herkimer County Community College. The manner and means of conducting the work hereunder are under the sole control of each party regarding each party's obligations. None of the benefits provided by LIM to its employees including worker's compensation insurance and unemployment insurance is available from LIM to Herkimer County Community College employees, agents or servants. None of the benefits provided by Herkimer County Community College to its employees including worker's compensation insurance and unemployment insurance is available from Herkimer County Community College to LIM's employees, agents or

servants. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

### **Marks and Intellectual Property**

Each Party understands and agrees that all trademarks, service marks, logos, symbols, slogans, domain names and trade names (collectively "Marks") are the properties of their respective owners. A Party's Marks may only be used with that Party's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Prior written consent must also be obtained for any materials produced and distributed by a Party which contain the name, image, and likeness of the other Party and/or specifically reference this Agreement and/or makes a general representation about the other Party's institution. Except as otherwise provided herein, each Party owns and retains all right, title and interest, worldwide to its respective name, tradenames, trademarks, service marks, trade secrets, patents and other intellectual property rights and each Party agrees that no transfer, grant or license of rights under any patent or copyright or to any intellectual property, proprietary information and/or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.

### **Indemnification**

Subject to limitations in applicable law, each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, along with any of its affiliated companies and their respective officers, directors, employees, agents ("Indemnified Party") from and against any loss, cost, claim, liability, or damage relating to or arising out of Indemnifying Party's negligent performance under this Agreement.

### **No Assignment**

Neither party may assign this Agreement without the prior written consent of the other party.

### **Amendments**

This Agreement may not be amended or modified except by a written instrument executed by both Parties.

### **Severability**

The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part thereof.

### **Non-exclusivity**

This Agreement in no way prohibits either Party from participating in similar activities with other public or private companies, organizations, agencies, and individuals.

### **Force Majeure**

Neither Party will be liable for failure to perform any obligation under this Agreement if such failure is directly caused by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the Party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes,

natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that disrupt a Party's operations.

#### **No Third-Party Beneficiaries**

This Agreement is made solely for the benefit of the parties hereto, and is not intended to create any third-party beneficiaries.

#### **Limitation of Damages**

Neither party shall be responsible for any of the other party's claims, liabilities, damages, losses, and costs against it including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from or incidental to the breaching party's performance under this Agreement, or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the breaching party or other persons employed or utilized by the party in the performance of this Agreement.

#### **FERPA and Data Protection**

The Parties acknowledge and agree that any student data and information exchanged between the Parties must be exchanged in compliance with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"). Pursuant to FERPA, protected student information and data may be exchanged between schools, school systems, or institutions of postsecondary education, without obtaining prior written consent of the student, where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. 20 U.S.C. § 1232g(b)(1)(B) and 34 C.F.R. § 99.31(a)(2).

Additionally, Herkimer County Community College and LIM College will comply with, and will be responsible for requiring their respective officers and employees to comply with, all other applicable federal, state, and local laws and regulations; and the rules and regulations of their respective governing boards, including, but not limited to, the Health Insurance Portability and accountability Act (HIPAA); Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and applicable state laws and regulations governing student and other data privacy. Notwithstanding the foregoing, the Parties understand and agree that nothing herein shall impose upon a Party the duty to comply with laws, rules, and regulations to which they are not otherwise subject.

#### **NOTICE**

All notices, which may be or are required to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid; by reputable national overnight courier service, postage prepaid; by hand delivery with receipt. Notices shall be sent to:

Herkimer County Community College	LIM
Nicholas F. Laino Officer-in-Charge Michael A. Oriolo Provost 100 Reservoir Rd, Herkimer, NY 13350	Scott Carnz, Ed.D. Provost LIM College 545 5 <sup>th</sup> Avenue, 7 <sup>th</sup> Floor New York, NY 10017
With a copy to:	With a copy to: Shebitz, Berman, & Delforte, P.C. 1350 Avenue of the Americas, 2nd Fl. New York, NY 10019

### Governing Law and Venue

This Agreement and all the rights and obligations and terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State and City of New York, without regard to its choice of law provisions. The parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder will be in any court of competent jurisdiction sitting in New York, New York, and each party hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior understandings.

### Signatures

<u>Scott Carnz</u>	<u>5/8/25</u>
Scott Carnz, Ed.D.	Date
Provost	
<u>Nicholas F. Laino</u>	<u>5/20/25</u>
Nicholas F. Laino	Date
Officer-in-Charge	
<u>Michael A. Oriolo</u>	<u>5/19/25</u>
Michael A. Oriolo	Date
Provost	

### Approved as to form and legal sufficiency:

<u>Michael Donohue</u>	<u>5/13/2025</u>
Michael Donohue	Date
Executive Vice President, Finance and Operations, Treasurer	

Transfer Guide: Herkimer County Community College to LIM College			
Herkimer College: A.A.S. Fashion Buying and Merchandising			
Curriculum Year: 2025-2026			
Created on: March 17, 2025			
Course at Herkimer College	Credit Amount	Course at LIM College	Credit Amount
BU 111 Business Organization & Management	3	MNGT 2310: Management	3
BU 145 Principles of Retailing	3	FASH 1210: Retailing- Global & Omni	3
BU225 Customer Service Management	3	BUSN 9999: Business Elective	3
EN 111 College Writing	3	ENGL 1100: English Composition	3
FS 100 First Year Student Seminar	1	LIMS 1000: College Success	1
Business Elective	3	BUSN 9999: Business Elective	3
BU 104 Financial Accounting	4	ACCT 2700: Accounting ACCT 9999: Accounting Elective; 1 credit	4
BU 112 Business Communications	3	COMM 2025: Digital Culture in Business and Life	3
BU 141 Intro Marketing	3	MRKT 1550: Marketing	3
BU 143 Advertising	3	EMRK 3417: Social Media & Mobile Marketing	3
BU 157 Textiles	3	FASH 2250: Fabric for Fashion	3
Physical Education Activity	1	ELEC 9999: General Elective	1
BU 156 History of Costume	3	SOCI 2114: Cultural Connections to Fashion	3
EN 112 College Literature	3	ENGL 9999: English Elective	3
Arts Selective	3	ARTS 9999: Fine Arts Elective	3
Mathematics Selective <i>RECOMMEND</i> - MA 127: Mathematical Statistics I	3	MATH 1300: Introduction to Statistics	3
Science Selective	3	SCIS 9999: Science Elective	3
Physical Education Activity	1	ELEC 9999: General Elective	1
BU 205 Retail Buying	3	FASH 2560: Buying & Merchandise Math	3
BU 257 Fashion Merchandising	3	FASH 1110: Introduction to the Fashion Business	3
Business Elective	3	BUSN 9999: Business Elective	3
Diversity, Equity, Inclusion, and Social Justice Selective	3	LBRT 9999: Liberal Arts Elective	3
Social Science Selective	3	SOCI 9999: Sociology Elective	3
<b>Credit Total at Herkimer College</b>	<b>64</b>	<b>Credit Total at LIM College</b>	<b>64</b>
Please note: Transfer Guides are intended to provide preliminary transfer credit information. Admitted students will receive a personalized transfer credit evaluation, based on their unique transfer credits. To maximize your transfer credits, it is recommended to take the suggested courses outlined above. LIM College will accept a maximum of 85 transferable credits. To learn more about how transfer credits apply to a specific degree program or for any additional questions, please contact <a href="mailto:transferservices@limcollege.edu">transferservices@limcollege.edu</a>			



## MAJOR: BUSINESS OF FASHION

Degree: Bachelor of Business Administration

Catalog: 2025:2026

### Minimum Degree Requirements:

Total Credits: 122

Liberal Art Credits: 33

\*At least 36 credits must be completed at LIM College

### General Education Requirements

	Credits	STATUS	Course At HCCC
TECH 1310: Business Spreadsheets	3		
MATH 1300: Intro to Statistics	3	T	MA 127
ENGL 1100: English Composition	3		
<b>MATH Elective or MATH 2761: Applied Data Analysis for BOF</b>	3		
<b>ENGL Elective</b>			
ENGL 9999: English Elective	3		EN 112

### Career Education & Internship Requirements:

	Credits	STATUS	Course At HCCC
CARE 1300: Internship Prep: Designing your Career	2		
CARE 1620: Internship I	2		
CARE 4800: Snr. Coop Prep: Launching your Career	1		
CARE 4821: Senior Coop	6		

### Business of Fashion Major Requirements:

	Credits	STATUS	Course At HCCC
FASH 1110: Intro to the Fashion Business	3	T	BU 257
FASH 1210: Retailing: Global & Omni	3	T	BU 145
MRKT 1550: Marketing	3	T	BU 141
FASH 2250: Fabric for Fashion	3	T	BU 157
FASH 2319: Digital Tools for Fashion Presentations	3		
FASH 2612: Sustainability & the Future of Fsh	3		
ECON 2100: Economics	3		
ACCT 2700: Accounting	3	T	BU 104
FASH 2710: Merch Concepts & Practices	3		
FASH 3250: Product Development & Merch	3		
FASH 3650: Product Lifecycle Management	3		
BUFN 4960: Senior Capstone	6		

### Notes:

Highlighted courses= courses left to complete for degree program once at LIM College.

Institution: Herkimer County Community College

Program: AAS: Fashion Buying & Merchandising

Date: 3/19/2025

### Electives

#### Liberal Arts & Sciences Electives:

18 credits from the Department of Arts & Sciences; excluding FAME

	Credits	STATUS	Course At HCCC
COMM 2025: Digital Culture in B. and Life	3	T	BU 112
SOCI 2114: Cultural Connections to Fashion	3	T	BU 156
ARTS 9999: Fine Arts Elective	3	T	Arts Selective
SCIS 9999: Science Elective	3	T	Science Elective
LBRT 9999: Liberal Arts Elective	3	T	DEI Elective
SOCI 9999: Sociology Elective	3	T	Social Sciences Selective

#### General Electives:

39 credits not already required for degree/major

	Credits	STATUS	Course At HCCC
MNGT 2310: Management	3	T	BU 111
BUSN 9999: Business Elective	3	T	BU 225
BUSN 9999: Business Elective	3	T	Business Selective
EMRK 3417: Social Media & Mobile Marketing	3	T	BU 143
FASH 2560: Buying & Merchandising Math	3	T	BU 205
BUSN 9999: Business Elective	3	T	Business Selective
ACCT 9999(1)+ ELEC 9999(2)	3	T	
	3		
	3		
	3		
	3		
	3		

<b>Remaining Coursework/Credit at LIM</b>	<b>Credits</b>
TECH 1310: Business Spreadsheets	3
ENGL 1100: English Composition	3
Math Elective	3
CARE 1300: Internship Prep: Designing your Career	2
CARE 1620: Internship I	2
CARE 4800: Snr. Coop Prep: Launching your Career	1
CARE 4821: Senior Co:op	6
FASH 2319: Digital Tools for Fashion Presentations	3
FASH 2612: Sustainability & the Future of Fsh	3
ECON 2100: Economics	3
FASH 2710: Merch Concepts & Practices	3
FASH 3250: Product Development & Merch	3
FASH 3650: Product Lifecycle Management	3
BUFN 4960: Senior Capstone	6
General Elective	3
General Elective	3
General Elective	3
General Elective	3
General Elective	3
General Elective	3
<b>Total Credits to be Completed</b>	<b>62</b>