

**NORCO COLLEGE OF THE RIVERSIDE COMMUNITY COLLEGE
DISTRICT/MARLAN AND ROSEMARY BOURNS COLLEGE OF ENGINEERING OF
THE UNIVERSITY OF CALIFORNIA, RIVERSIDE TRANSFER ADMISSION
GUARANTEE AGREEMENT**

THIS AGREEMENT is entered into this 21st day of 2020, by and between Norco College of The Riverside Community College District, (“Norco College”) and The Regents of the University of California, a California Corporation on behalf of the Marlan and Rosemary Bourns College of Engineering of the University of California, Riverside (“Bourns College”).

RECITAL

WHEREAS, both Bourns College and Norco College have a common interest in increasing the number of students who transfer to bachelor degree granting institutions from community colleges in the STEM Fields;

WHEREAS, creating a guided pathway with guaranteed transfer can reduce superfluous units and reduce the time to transfer;

AGREEMENT

NOW THEREFORE, Norco College and Bourns College agree to establish the Norco College/Bourns College of Engineering Guided Pathway as follows:

Norco College will offer coursework required for the Transfer Admission Guarantee (TAG) for Bachelor’s Degrees in Bioengineering, Chemical Engineering, Computer Engineering, Electrical Engineering, Environmental Engineering, Materials Science and Engineering and Mechanical Engineering that has been articulated to meet the specific major preparation course requirements in a manner allowing fulltime students to complete in two years.

Bourns College will honor the course and GPA requirements in place at the time a student is admitted to Norco College and declares their specific major and guarantee transfer admission to students who complete TAG requirements in their declared major within **three** years.

Bourns College will establish criteria for the transfer guarantee each year and share them with Norco College to ensure that criteria is communicated to students based on their year of entry.

Norco College will admit and track students in the program and their transfer guarantee criteria until their successful transfer or until they withdraw from the program. Norco College will provide this information to Bourns College prior to the time of transfer admission of a student.

INDEMNIFICATION

The parties mutually agree and understand that, during the terms of this Agreement:

- a. Norco College is self-insured;
- b. Norco College shall defend, indemnify and hold harmless Bourns College and the Regents of the University of California (“University”), its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Norco College, its officers, agents, or employees.
- c. University shall defend, indemnify and hold harmless Norco College, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

USE OF UNIVERSITY NAME AND TRADEMARKS

Norco College will not use the University name, abbreviation of the University name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the University name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without University’s prior written approval. Norco College agrees to comply at all times with California Education Code Section 92000.

MISCELLANEOUS PROVISIONS

COMPLETE AGREEMENT. This Agreement constitutes the complete understanding of the parties regarding the matters to which it refers, and supersedes all prior agreements in contemplation of this written Agreement. This written Agreement contains all the relevant understandings between the parties.

EFFECTIVE DATE. This Agreement will become effective when the agreement is signed by all parties.

TERM AND TERMINATION. The Agreement will continue in effect on a year-to-year basis, unless either party terminates it in writing with a 30 days notice. The effect date will begin on the date first stated above.

MODIFICATIONS OR AMENDMENTS. This Agreement may be modified at the request of either party subject to the approval of both parties. No modifications will be effective unless in writing and signed by all parties.

NO THIRD PARTY RIGHTS. Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

SEVERABILITY. If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

WAIVER. Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

GOVERNING LAW AND VENUE. California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which University is located.

ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS. Norco College will make itself and its employees, subcontractors, or agents assisting Norco College in the performance of its obligations reasonably available to University at no cost to University to testify as witnesses, or otherwise

In witness whereof the parties have executed the Agreement as of the date and year indicated.

NORCO COLLEGE, RIVERSIDE COMMUNITY COLLEGE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By Monica Green
President

05/12/2020
Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF MARLAN AND
ROSEMARY BOURNS COLLEGE OF ENGINEERING, UNIVERSITY OF CALIFORNIA,
RIVERSIDE

By [Signature]
Dean

05/13/2020
Date

ADMISSION SERVICES, UNIVERSITY OF CALIFORNIA, RIVERSIDE
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By Emily Engelschall
Director of Admission

06/05/2020
Date