ARTICULATION AGREEMENT
BETWEEN ST. JOHN’S UNIVERSITY
AND
NEW YORK FILM ACADEMY

This Agreement is between St. John’s University (hereinafter “University”), an institution of higher education formed and existing under the New York Education Law, located at 8000 Utopia Parkway, Queens, NY 11439 and New York Film Academy (hereinafter “NYFA”), also an institution formed under the New York Education Law, located at 100 East 17th Street, New York, NY 10003.

WHEREAS, St. John's University offers, through its College of Professional Studies, a Bachelor of Science degree in Television and Film Studies; and

WHEREAS, NYFA offers a one-year certificate in film; and

WHEREAS, the parties wish to enter into an agreement by which they will act jointly to facilitate transfer of qualified students from certain programs of NYFA to St. John’s University, and also have qualified students first accepted to St. John’s University and then to take their first year’s academic work at NYFA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

1. Programs Covered. This Agreement shall govern transfer of new and transfer qualified students as hereinafter provided from programs at NYFA as set forth in subparagraph a of this paragraph to the degree program at St. John’s University set forth in subparagraph b of this paragraph.
   a. NYFA Program: One-Year Filmmaking
   b. St. John's University Program: Bachelor of Science in Television and Film Studies

2. Development of Transfer Guide: St. John's University will develop and periodically update a “Transfer Guide” for the program named in paragraph 1.b. Hereof, The Transfer Guide is a statement of the Articulation Agreement developed between NYFA and St. John's University. The Transfer Guide, which may be modified by St. John's University from time to time following notice to NYFA, will be attached to this Agreement as Appendix I and thereafter be part of this Agreement and all amendments thereafter, after written notice to NYFA, are
incorporated herein by reference. The Transfer Guide states the criteria that must be satisfied by NYFA students or graduates in order to qualify for admission and transfer to St. John's University pursuant to the terms of this Agreement. Anything herein to the contrary notwithstanding:

a. The provisions specified in the Transfer Guide and Course Equivalencies as of the date a student has been accepted for admission by St. John's University shall continue in effect with respect to such student throughout his/her matriculation at St. John's University, and

b. The credits for NYFA courses set forth in the initial Transfer Guide and Course Equivalencies thereafter shall not be reduced.

3. **Development of Course Equivalencies List:** St. John's University shall develop and periodically update a listing of course by course equivalencies for NYFA courses. The listing will include St. John's University standard course codes and numbers, course titles, units of credit, and equivalent NYFA subject codes and numbers, course titles, credit hours accepted in transfer, and certificate requirements fulfilled. The listing will be a part of Appendix I (Transfer Guide) to this Agreement and is incorporated herein by reference. The determination of course equivalencies shall be at the sole discretion of St. John's University.

4. **Institutional Responsibilities:** During the period of this Agreement, the parties each agree to cooperate in the periodic review of the Transfer Guide, reevaluating applicable transfer requirements, and communicating information regarding any additions, deletions, and changes as may be necessary to the Transfer Guide and requirements for transfer.

5. **Notices:** All notices required pursuant to the terms of this Agreement will be sent by certified mail [return receipt requested] to the following address(es):

   For St. John's University:  
   Office of the Provost  
   8000 Utopia Parkway  
   Jamaica, NY 11439

   For NYFA:  
   Office of the President  
   100 E 17th Street  
   New York, NY 10003

6. **Miscellaneous Provisions:**

   a. **Reservation of Rights:** The parties acknowledge that The Board of Trustees of St. John's University reserves the right to make changes of any nature in the academic programs and requirements of St. John's University. All programs, requirements, and courses are subject to termination or change without advance notice.

   Other than as provided in this Articulation Agreement, applicants for admission and students admitted pursuant to this Agreement shall be
subject to St. John’s University’s admissions and academic policies and regulations then in effect.

b. No Assignment. Neither party may assign its obligations pursuant to this Agreement, in whole or part, without the other party’s prior written consent.

c. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.

d. Governing Law. This contract shall be construed in accordance with, and its performance governed by, the laws of the State of New York.

e. Modifications. Except as may be otherwise provided herein this Agreement may not be amended or modified except by a written instrument executed by both parties.

f. Term and Termination. This Agreement shall take effect beginning with the fall 2007 semester at St. John’s University. NYFA graduates from 1997 and going forward may apply to St. John’s University pursuant to this Agreement. The terms of this Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time, in whole or in part, upon thirty days’ prior written notice to the other. Subject to the provisions of paragraph 6a of this Agreement, if this Agreement is terminated, the provisions specified in the Transfer Guide and Course Equivalencies shall continue in effect with respect to any students, who have been accepted for admission as of the date termination.

7. Because the efforts of the schools in launching and maintaining this program will not bear fruit unless NYFA’s current and prospective students are made aware of it, St. John’s and NYFA will make joint efforts to publicize the program internally and externally. Both schools must approve any information or statements about the program, whether published only in one School’s materials (including admissions information, student bulletins, course guides, etc.) or otherwise.

ST. JOHN’S UNIVERSITY

[Signature]
Dr. Julia A. Upton, R.S.M.
Provost

NEW YORK FILM ACADEMY

[Signature]
Jerry Sherlock
President
Appendix I – Transfer Guide
Criteria for admission and transfer to St. John's University pursuant to terms of this agreement.

Part I Transferable Credits and Additional Requirements

1. Transferable Credits
Students entering St. John's University with a One-Term Certificate in Filmmaking from NYFA will receive 36 credits toward a Bachelor of Science degree in Television and Film Studies at St. John's University. The student will have to take 90 credits at St. John's University.

2. Additional Requirements
In addition to the NYFA certificate, students of NYFA are required to have a grade point average (GPA) of 2.0.

3. Course Equivalency List see next page.

4. Campus Location Agreement
It is agreed if a minimum of 50 students per year enter the St. John’s B.S. in Television and Film Studies Program from the New York Film Academy, and where there will be a minimum of 10 students enrolled in any one course, these students will complete their course work toward their degree at St. John’s Tribeca campus. It is understood that certain studio and other technical courses may have to be taken at the St. John’s Queens campus.