Bachelor of Professional Studies Degree Program Policies

These policies are effective as of October 15, 2014 and are subject to change. Students will be alerted to changes in policy through their account on Berklee Online.

Admissions Policies and Procedures

Admissions Requirements
The Board of Admissions takes into consideration your academic record, professional experience, as well as aptitude for music business or music production studies. Applicants must have proficiency in the English language, including reading, writing, and speaking, and must have completed high school/secondary school by the time they enroll at Berklee Online. Our comprehensive evaluation of each applicant is designed to assess an applicant’s ability to succeed at Berklee Online.

Contacting Berklee Online Admissions
Toll-free within the United States and Canada:
1-866-BERKLEE (1-866-237-5533)
Outside the U.S. and Canada: (617) 747-2146 Option 1
Email: advisors@berkleemusic.com

Application Form
Berklee Online requires applicants to apply online. The fee is $75.00 (non-refundable), to be paid by credit card at the time of the application submission. Note that all correspondence related to the application will be addressed to the email address provided on the application.

Supporting Application Materials
1. Video presentation (uploaded to YouTube) or essay (500 word) in which applicants:
   a. tell us about your background, particularly any experience with music and/or the entertainment industry
   b. share goals for pursuing a degree program in music business or music
production
c. discuss career aspirations in music
d. describe how a degree from Berklee Online will help achieve personal, professional, and creative goals

2. Two letters of recommendation:
   a. one academic/professional
   b. one personal (this letter should be written by someone outside of the applicant’s family who can attest to his/her personal character)
   c. Note: In the application, applicants will be prompted to submit the email addresses of the people writing letters of recommendation. They will then receive a link to submit their letters online.

3. Official transcripts (all documents must be in English; international applicants should review additional guidelines below):
   a. one official copy of a high school transcript or official GED (for applicants with more than 24 college credits completed, a copy of the high school diploma or transcript may be submitted instead)
   b. official transcripts from all institutions of higher education attended or currently attending

4. TOEFL or IELTS score for applicants whose first language is not English

Mail application materials to:
Berklee Online Admissions
855 Boylston St, 7th Floor
Boston, MA 02116

International Applicants/Students Who Have Studied outside the United States
International applicants and those applicants who have studied outside the United States must submit official transcripts for evaluation by an accredited credential evaluation agency, such as the Education Credential Evaluators (www.ece.org). Ask for a course-by-course evaluation with grades.

TOEFL Requirements
Applicants to the degree program whose first language is not English are required to submit a TOEFL or IELTS score to complete their application for admission. Berklee Online recommends the following scores:
- TOEFL: iBT (internet-based): 100; Computer-based: 250; Paper-based: 600
- IELTS: 7.5 or higher.

Home-Schooled Applicants
Home-schooled applicants must submit a homeschool portfolio outlining all course content, textbooks used, examples of work done, and grades received.
Prior Learning Credit
A maximum of 30 prior learning credits may be earned toward a student’s degree. To gain prior learning credit, a student must first be accepted into a Berklee Online degree program. The student must then complete and submit a portfolio, which should consist of a resume, written narratives, and supporting documentation, such as business plans, production projects, scores, or audio. The materials should demonstrate what he/she has learned, where he/she learned it, and how that learning equates to the course(s) for which he/she is seeking credit. The student should draw parallels between stated course objectives as shown on Berklee Online course syllabi and the learning through work, volunteer activities, or other experiences. An academic advisory committee will review these portfolios and issue final approval for prior learning credits.

Transfer Credit
A maximum of 60 credits and/or a completed Associate’s Degree will be accepted as transfer credits from a regionally accredited institution.* An allowable transfer course must show a grade point average of “C,” 73 percent, or 2.0 or better. Transfer students are required to provide an official transcript from the accredited institution. A transcript is considered official only if it is sent directly from a college/university to Berklee Online. In order for credits to be eligible for transfer, they must align with the degree requirements.

*Special consideration is given to students who have completed college-level course work at music institutions with national accreditation. Accreditation must be given by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education as a reliable authority as to the quality of postsecondary education within the meaning of the Higher Education Act of 1965, as amended (HEA).

Credit Systems
Berklee Online operates under a semester-hour system. When transferring credit from a university using a different system, the following conversions must be made:

Quarter-Hour Systems
- 3 quarter-hour credits outside of Berklee Online equal 2 semester-hour credits at Berklee Online
- 4.5 quarter-hour credits outside of Berklee Online equal 3 semester-hour credits at Berklee Online
(When necessary, courses on the quarter system will be combined and transferred as one 3 semester-hour credit course.)

Semester-Hour Systems
- 3 semester-hour credits outside of Berklee Online equal 3 semester-hour credits at Berklee Online
• 45 lecture hours equal 3 semester-hour credits

Official Transcripts
A transcript is considered official only if it is sent directly from a college/university to Berklee Online. Transcripts that have been opened or faxed are not considered official and, therefore, are not acceptable for transfer credit. Grade reports are also not acceptable for transfer credit.

Transcripts from all international institutions, with the exception of Canadian transcripts in English, require an official translation to English and an evaluation to American college standards by a certified credential evaluation service. The official translation must be mailed directly from the official translation service or delivered in a sealed envelope to the Continuing Education Registrar of Berklee Online. The translated transcript must include course names, course credit values, and grades.

Berklee Online recommends the following provider of translation and evaluation services:
Education Credential Evaluators, Inc.
P.O. Box 514070
Milwaukee, WI 53203-3470
USA
(414) 289-3400
eval@ece.org

Transfer Credit Limitations
Courses must be accredited and completed successfully with a minimum grade of “C” (73 percent or 2.0) in order to be considered for transfer. Students from schools that rely on teacher evaluations rather than a grading system may still have courses accepted at Berklee Online, upon review by the Continuing Education Registrar. Noncredit courses are ineligible for transfer.

Residency Requirements
All students, including those transferring from other colleges and universities, are required to complete a minimum of 60 credits for the degree through Berklee Online or at Berklee College of Music, post matriculation, in order to obtain their degree.

Courses Eligible for Transfer
To have a course transferred, the description and syllabus should be comparable. Students are encouraged to provide an official course description from their previous institution’s course manual or directly from the previous institution’s official website to assist the Continuing Education Registrar in determining comparability. In order for course credits to
be eligible for transfer, the courses in question must align with the degree requirements.

Many courses taken through the International Baccalaureate program are eligible to be accepted at Berklee Online. The courses must be taken at the Higher Level (HL), with a minimum grade of 4 earned. Information regarding International Baccalaureate can be found at http://www.ibo.org.

General Certificate of Education-Advanced Level Exams-Advanced Level (A-Level) exams are accepted, provided that the official grade report is submitted to Berklee Online. The Continuing Education Registrar is responsible for evaluating these reports and will make the final determination on acceptance and transfer equivalency.

Transfer Credit Process
Students who are seeking to transfer credit into Berklee Online will need to complete the following steps:

Prospective Students
1. Prospective students should refer to credit requirements needed to fulfill Berklee Online’s degree programs.
2. Prospective students should submit official transcripts directly from all previous colleges attended with your application to the degree program. A transcript is considered official only if it is sent directly from a college/university to Berklee Online. Transcripts that have been opened or faxed are not considered official and, therefore, are not acceptable for transfer credit. Grade reports are also not acceptable for transfer credit. Transcripts should be submitted prior to the application deadline.
3. In addition, prospective students are encouraged to submit the syllabi and course descriptions for any course they wish to have transferred into their degree program. Students will receive official transfer evaluations after acceptance into the degree program. Students will be notified via email when their evaluation is ready to view.

Prospective Students can send documentation to:
Berklee Online Admissions
855 Boylston Street, 7th Floor
Boston, MA 02116

Matriculated Students
1. Choose a course from an outside institution that you think would fulfill your outstanding requirement, and send the course description and syllabus to the Continuing Education Registrar at Berklee Online for pre-approval before signing up. Email or fax the course description and syllabus from the institution’s official course
manual or website. Berklee Online will not accept an email with the description copied and pasted into the email; you must provide a link to the official description online.

2. Upon review of the official course description and syllabus, you will be notified as to whether the course can be accepted and how it will transfer. This will allow you to decide if it will fulfill your outstanding requirements.

3. Complete the course with a “C” or better and have the official transcript sent to Berklee Online.

**Enrolled Students** can send documentation to:
Berklee Online Registrar
855 Boylston Street, 7th Floor
Boston, MA 02116

**Advanced Placement Exams**
Berklee Online recognizes AP coursework, and accepts AP exam results as transfer credit. Berklee Online reserves the right to decide which classes are acceptable and how they will count toward degree programs. Please note, one passing score on an AP test can only equal a 1-3 credit transferred course at Berklee Online.

An official grade report from College Board must be sent to Berklee Online to receive AP credit. Berklee Online will accept AP credit on another school’s transcript only if the passing score is stated on said transcript. All prospective students should send their AP results to the Berklee Online Admissions Department; all enrolled Students should send their AP results to the Berklee Online Continuing Education Registrar.

**College Level Examination Program (CLEP)**
Berklee Online accepts certain CLEP exams as transfer credit and reserves the right to decide which exams are acceptable and how they will count toward degree programs. Please note, one passing score on a CLEP test can only equal a 1-3 credit transferred course at Berklee Online.

An official grade report from the College Board must be sent to Berklee Online to receive CLEP credit. All prospective students should send their CLEP results to the Berklee Online Admissions Department; all enrolled students should send their CLEP results to the Berklee Online Continuing Education Registrar.

**Acceptance into Berklee Online**

**Tuition Deposit**
Upon notification of acceptance to a degree program, applicants are required to submit a
$350.00 tuition deposit. This initial deposit is credited toward the student’s first semester charges. This deposit confirms the intention to enroll at Berklee Online and secures a seat in the entering class.

Because Berklee Online must limit enrollment, failure to submit the deposit could jeopardize a student’s placement in the entering class. To request a refund, students should contact an academic advisor in writing. The request must be received by Berklee Online on or before the published deadlines. To defer a tuition deposit to a later semester, students should also contact an academic advisor in writing on or before the published deadlines. Requests to defer will only be honored once. Students who do not request a deferment or refund of their deposit will forfeit the tuition deposit.

Placement/Proficiency Testing
All entering students must take a music proficiency assessment and may be required to take other exams specific to their major prior to placement in courses. The results of these assessments are used to place entering students in classes appropriate to ability level.

Orientation Course
All Berklee Online degree students are required to complete an online orientation course. The purpose of the online orientation is to ensure that students are well prepared to take online courses. The orientation course should be completed by 5:00 P.M. on Sunday prior to the start of the semester.

Acceptance Expiration
Admission acceptances are only valid for four consecutive semesters. Should your plans change, you must submit a written request to refund or transfer your tuition deposit to a later semester.

Acceptance to Berklee College of Music versus Berklee Online
Students accepted to Berklee College of Music who wish to pursue a degree through Berklee Online will need to apply for admission to Berklee Online. Documentation provided to Berklee College of Music during the original application process may be used during the application process for Berklee Online. Students who are dismissed from Berklee College of Music may not apply for admission to Berklee Online.

Students accepted to Berklee Online who wish to pursue a degree through Berklee College of Music will need to apply for admission to Berklee College of Music and go through the audition and interview process for Berklee College of Music.

Acceptance to one degree program does not confer acceptance to another degree
Returning Students
If you have completed at least one semester of undergraduate study at Berklee Online, and then have been away from the school for at least two semesters, you are considered a Returning Student. Returning to Berklee Online is easy; you do not need to reapply for admission, and you may return at any time.

To begin the process, you will need to fill out and submit a Returning Student Form. We recommend you do this at least one month before the semester begins. If you have any questions regarding re-entrance, contact the Continuing Education Registrar.

Students who have discontinued their studies for more than four years and then return to Berklee Online will be automatically assigned to the catalog of the most recent fall semester.

Academic Policies

Academic Year
Berklee Online has four intensive semesters per year, Fall, Winter, Spring, and Summer.

Semester Length
Each Berklee Online semester is 12 weeks in length.

Catalog Year Policy
All students must complete the curriculum defined in the catalog at the time of their matriculation. Students may opt to change to a more recent catalog year assignment if they prefer to graduate under a newer set of curricular requirements. To do so, students should submit a request via email to registrar@berkleemusic.com. Students who leave and return to Berklee Online after four or more years will automatically be assigned to the new catalog year that is in effect at the time of their return. Students may not change their catalog year assignment to an earlier catalog. However, students are encouraged to meet with their advisor to discuss the applicability of past course work to their existing catalog assignment.

Registration
It is each student’s responsibility to work with his/her assigned advisor before attempting to register for courses. Berklee Online may make changes to a student’s registration schedule in situations, including but not limited to the following: (1) if a course is cancelled, or (2) if the student becomes ineligible to enroll in a course due to failing a requisite course.
Full-Time/Part-Time Status

- Full Time = 12 credits
- ¾ Time = 9 credits
- Part Time = 6 credits
- Less than Half Time = 3 credits

Facilities Usage

Berklee Online students located in the Boston area are welcome to use the Stan Getz Media Center and Library. The practice rooms, performance areas, and recording studios are available only to Bachelor of Music degree and diploma students attending the main campus—Berklee Online students cannot access these facilities.

Add/Drop

After registering for courses in a given semester, students may make adjustments to their course schedule under certain conditions.

The add/drop period at the beginning of each semester is the first five days of the semester. Through Friday of the second week of the semester, students may add or drop a course with approval from an academic advisor.

Questions about registration or schedule adjustments may be directed to the Continuing Education Registrar.

Course Participation

Prompt and regular online participation is required to complete all Berklee Online courses successfully. The weekly lessons are cumulative; therefore, it is imperative that students stay current with their coursework and assignments. In addition, student-to-student communication and collaboration are essential elements to the overall Berklee Online educational experience, and students who fall behind in their course work not only miss out on the cumulative curriculum but the community aspect of their courses as well.

It is recommended that students begin their course(s) promptly when the semester begins. If a student does need to start the course a few days late, they should contact the instructor via a private message and/or e-mail as soon as possible after the course has opened.

If students plan to be away from their courses, they should inform their instructors via a private message and/or e-mail, and make every effort to continue working on the courses while away. If this is not possible, they should make a plan with their instructors to catch up upon returning. Note that failure to participate in courses in a given semester for two weeks
or more will result in an administrative withdrawal for the semester (see Administrative Withdrawal Due to Non-Participation for more information).

Each instructor has his/her own policy for accepting late work. It is important that students review this information. Students should contact their instructors as soon as possible to determine what, if any, arrangements can be made for the specific situation. Instructors may issue a failing grade for failure to submit required work in a course. The grade of “F” will be recorded for failure to complete or properly withdraw from courses.

Transferring from a Degree to a Certificate
Students pursuing a degree program through Berklee Online can transfer their enrollment to a certificate program by contacting their academic advisor. Students will be required to pay the registration fee for the certificate program they wish to pursue. No refunds will be issued for tuition or fees paid towards a degree program.

Withdrawal from Courses
Withdrawing from a course is the responsibility of the student. The instructor will not withdraw a student from a course for any reason (including absence) or submit the request for the student. Students can withdraw with a grade of W through week 8 of the semester. No withdrawals are accepted after week 8. Once the withdrawal deadline has passed, all registered students will receive a course grade based on the stated grading criteria. Students continue to be financially responsible for that course and are not eligible for a tuition refund or replacement course. Students should note that withdrawing from a course might affect students’ eligibility to receive scholarships, financial aid, and veterans’ benefits. Students are strongly advised to consult with their instructor, advisor, or the Continuing Education Registrar prior to withdrawing from a course.

Withdrawals must be submitted in writing and sent to registrar@berkleemusic.com.

Withdrawal from Berklee Online
Students who wish to withdraw from the college must complete a College Withdrawal form, which can be obtained on our website. No deduction is made for temporary absence, nor is any credit granted if students are suspended, dismissed, or leave the college without formally withdrawing. In some instances, financial aid awards may be prorated upon withdrawal from the college. Contact the Office of Financial Aid or see below for more information.

Administrative Withdrawal Due to Non-Participation
Students pursuing a degree through Berklee Online are required to maintain regular
participation in the courses in which they are enrolled.

Students who do not participate in any of their courses during the first two weeks of the semester (Monday through Sunday) will be administratively withdrawn from their courses at the start of week three of the semester. Participation is defined as posting a message to the Class Forum, a weekly discussion or practice activity, or an assignment within a course.

For the remainder of the semester, students who do not participate in any of their courses for two consecutive weeks will be administratively withdrawn from their courses, unless prior arrangements have been made with their academic advisor. Participation is again defined as posting a message to the Class Forum, a weekly discussion or practice activity, or an assignment within a course.

Extenuating circumstances that prevent a student from participating, either at the beginning of the semester or during the semester, will be reviewed on a case-by-case basis by the Dean.

Students who are administratively withdrawn will be responsible for any tuition and fees incurred as a result of their enrollment. Students receiving financial aid should keep in mind that credit changes may affect their aid eligibility. In addition, a grade of "W" will affect students' Satisfactory Academic Progress (SAP) and subsequently their financial aid eligibility.

Medical Withdrawal
Students who need to delay their online course (s) for medical reasons may be eligible for a medical withdrawal. A medical withdrawal will be considered only if accompanied by a written verification from a medical doctor on letterhead stating the student cannot complete the semester due to an illness or disability. Please note the doctor’s note must be in English to be considered. The withdrawal will not be allowed if a student fails to submit medical documentation to the Continuing Education Registrar prior to the end of week 6 of the semester.

Withdrawal from Berklee Online with Financial Aid
Title IV federal financial aid includes Federal Pell Grants, Federal Direct Stafford Loans (subsidized and unsubsidized), and Federal Direct PLUS Loans.

Per federal regulation, students who receive Title IV federal financial aid and who fully withdraw from Berklee on or before the 60 percent point in the term (in calendar days) are entitled to keep only the portion of Title IV federal student aid that they have earned to that point. Students who receive federal financial aid and withdraw after the 60 percent point of the term are considered to have earned all of their federal student aid for that
semester.

Students who stop attending all classes without officially withdrawing are considered to be "walking-away." The federal aid received during the semester will be subject to the federal return calculation based on the effective date of withdrawal, which is determined by the last recorded date of academically related activity (see Administrative Withdrawal Due to Non-Participation).

**Post-Withdrawal Disbursement**

Students who withdraw prior to Title IV funds being disbursed may be eligible for a portion of their available aid. Students eligible for Federal Direct Loans will be notified of the percentage of their loan(s) for which they are eligible and will be given 14 days to accept the loan(s) and have it applied to their balance. Loans will not be applied without confirmation.

**Return of Federal Financial Aid**

Based on a pro-rata schedule, the percentage of the semester attended is used to calculate the amount of a student's earned/uneearned federal financial aid funds. Any unearned federal aid must be returned to the federal government. Federal aid funds previously disbursed will be adjusted and may create a balance owed to the college. Students are responsible for any balance due after the return of funds calculation has been completed.

The unearned portion of Title IV federal financial aid will be returned to the appropriate aid programs in the following order:

- Federal Direct Unsubsidized Stafford Loan
- Federal Direct Stafford Loan
- Federal Direct PLUS Loan
- Federal Pell Grant

Refunds to the student and/or to the federal financial aid programs by the student or the college will be made within 30 days of the date that the college determines the student has withdrawn.

The chart below will help explain how refunds are calculated. Refer to the column that applies to a student’s withdrawal/federal student-aid status at Berklee College of Music. The college will calculate a student's tuition charges and aid eligibility under the policy, which applies to a student’s status and withdrawal.

**Tuition and Aid Percentage Chart for Students Withdrawing**

<p>| Tuition Charged | Federal Aid Earned* |</p>
<table>
<thead>
<tr>
<th></th>
<th>Monday of Week 1</th>
<th>Monday of Week 2</th>
<th>Monday of Week 3</th>
<th>Monday of Week 4</th>
<th>Monday of Week 5</th>
<th>Monday of Week 6</th>
<th>Monday of Week 7</th>
<th>Monday of Week 8</th>
<th>Monday of Weeks 9-12</th>
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</thead>
<tbody>
<tr>
<td>Before classes begin</td>
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<td>Monday of Week 5</td>
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<td>Monday of Week 7</td>
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<tr>
<td>Monday of Week 8</td>
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<tr>
<td>Monday of Weeks 9-12</td>
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<td>100%</td>
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<td>100%</td>
</tr>
</tbody>
</table>

*These percentages are weekly guidelines; actual refunds are based on calendar days. This represents the amount of student aid that is earned at the point of withdrawal. Unearned Federal Aid will be returned to the government. Final eligibility will be determined by the Office of Financial Aid within 30 days of the student withdrawing from classes.

State funds have their own eligibility criteria for when students withdraw. State regulations vary, and we recommend students check with their state or with the Office of Financial Aid to determine eligibility for any state funds when withdrawing.

Veterans’ benefits, too, have their own eligibility criteria for when students withdraw. We encourage any student receiving veterans’ benefits to talk with the veterans’ certifying official for Berklee Online before withdrawing from the college.

Note that when a student fully withdraws, any adjusted Berklee charges that have not been paid are still owed to the college.

For more information, contact:
Office of Financial Aid
Berklee College of Music
921 Boylston Street
Boston, MA 02215
(617) 747-2073
financialaid@berklee.edu
**Credit Limits**
Full time status is a maximum of 12 credits (four courses) per semester. Students interested in taking more than four courses in a semester require approval by the Continuing Education Registrar.

**Declaration of Major**
Students are required to declare a major when applying to the degree program. With the help of assigned advisors, students will have the opportunity to examine their musical and educational objectives and to select the most appropriate major.

**Dual Majors**
Students wishing to pursue both the Bachelor of Professional Studies in Music Business and Music Production will need to complete the required core courses as well as the specified recommended electives for both majors, in addition to the specialized courses, core music studies, and general education courses. A total of 165 credits is required to complete a dual major. Students should contact an academic advisor to pursue a dual major.

**Change of Major**
Changes in your declared major must be completed by the Friday before the first week of classes in order for the change to be effective for that semester. Changes received after this date will be effective for the following semester. Changes can be made only once per semester. Changes to your declared major cannot be made for a semester previously attended. Students should contact an academic advisor to request a change in major.

**Dual-Major Exception to Changing Academic Major**
A student who is a dual major and has completed all graduation requirements for one of the two majors, but plans not to enroll again to complete his/her second major, may opt to change to a single major and graduate in the single major in which all requirements are satisfactorily completed. The official graduation date will be the end of the semester in which the change to the single major was completed.

**Grading**
Academic standing and eligibility for a degree or diploma are determined by the quality of course work. To determine academic standing, the college uses a point system, each qualitative grade having an equivalent numerical value.
Grading System

<table>
<thead>
<tr>
<th>Letter Grade Equivalent</th>
<th>Numerical Percentage</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>93–100</td>
<td>4.00</td>
</tr>
<tr>
<td>A-</td>
<td>90–92</td>
<td>3.70</td>
</tr>
<tr>
<td>B+</td>
<td>87–89</td>
<td>3.30</td>
</tr>
<tr>
<td>B</td>
<td>83–86</td>
<td>3.00</td>
</tr>
<tr>
<td>B-</td>
<td>80–82</td>
<td>2.70</td>
</tr>
<tr>
<td>C+</td>
<td>77–79</td>
<td>2.30</td>
</tr>
<tr>
<td>C</td>
<td>73–76</td>
<td>2.00</td>
</tr>
<tr>
<td>C-</td>
<td>70–72</td>
<td>1.70</td>
</tr>
<tr>
<td>D</td>
<td>60–69</td>
<td>1.00</td>
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<tr>
<td>W</td>
<td>Withdrew</td>
<td>0.00</td>
</tr>
<tr>
<td>I</td>
<td>Incomplete</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Note: Berklee Online does not rank its students.

Grade Change

The student transcript is the college’s official record of the courses that each student takes and the course grades received while at Berklee Online. To ensure accuracy, students and alumni have online access to view their transcripts.

If a student feels he/she has been issued a grade that does not accurately reflect his/her performance in a course, he/she should first reach out to their instructor to discuss the concerns.

If unable to resolve the issue with the instructor, the student should send a written appeal to the Continuing Education Registrar to dispute the grade. The appeal should include the name of the course, the instructor, and a detailed reason why the student feels the grade is incorrect. This can be emailed to registrar@berkleemusic.com.

The appeal must be received prior to the end of the following semester to be considered. Any appeal received after this time will not be eligible for review.

Repeat Course Policy

Students may enroll in and receive a grade for a course taken for a second or subsequent time. Only the highest grade will be computed in the cumulative GPA. The repetition of a course will not eliminate the previous grade from the student’s record, nor will any additional
credit toward a degree be earned by repeating a course. Additional tuition and fees will apply.

**Dean’s List**

Students averaging honor grades for any given semester are placed on the Dean’s List. Specific criteria for inclusion on the list are as follows:

Students must earn at least 6 credits in the semester in question and achieve a grade point average of 3.60 or above.

No grade in the semester in question may be lower than “B+,” and no grades of Incomplete (“I”) or Withdrawal (“W”) are permitted.

The Dean’s List is calculated based on a deadline of all grades received by the end of the second week of classes in the following semester. Students should be aware that any work intended to satisfy a grade change for the purposes of making the Dean’s List must be submitted to their instructors for review well in advance of the deadline for the Dean’s List.

**Satisfactory Academic Progress**

All Berklee Online students are required to make satisfactory academic progress. All students must meet or exceed the following three standards at the end of each semester of enrollment to meet Berklee Online’s Satisfactory Academic Progress requirements:

1. A cumulative grade point average of 2.00.
2. A cumulative credit completion percentage of 70 percent, calculated by cumulative credit hours completed divided by cumulative credit hours attempted.
3. The ability to complete their degree requirements for graduation within 150 percent of the normal credits allotted for degree completion. Example: A student enrolled in a 120 credit degree program has a maximum of 180 attempted credits to complete the degree.

Failure to satisfy any one of these standards will result in a student being placed on satisfactory academic progress warning. Students placed on satisfactory academic progress warning will have one additional semester of enrollment to meet the standards for satisfactory academic progress. Students still failing to make satisfactory academic progress after their warning period will face academic suspension from the Berklee Online.

Students on academic suspension are ineligible to enroll in Berklee Online courses for a period of no less than one semester. Students on academic suspension may file for reinstatement after one semester of suspension, provided they have followed the action steps specified on their suspension notice.
Students who have been placed on academic suspension may appeal the decision to Berklee Online. Any appeal must be based on extenuating circumstances and contain written verification of those circumstances.

If an appeal is granted, a student will be placed into academic suspension probation status and must sign and agree to the terms of an academic suspension probation contract in order to be given access to register for and begin the next semester of enrollment.

At the end of the probation period, consider the following:

- If a student has made satisfactory academic progress and fulfilled all conditions of his/her academic suspension probation contract, that student's enrollment eligibility will be conditionally restored.
- If a student has not made satisfactory academic progress but has fulfilled all conditions of their academic suspension probation contract, the student may appeal for one additional semester of academic suspension probation.
- If a student has not made satisfactory academic progress nor fulfilled all conditions of their academic suspension probation contract, the student will have their enrollment eligibility permanently revoked, resulting in academic dismissal from Berklee Online.

Students placed on academic dismissal are ineligible for future semesters of enrollment at Berklee Online.

Financial Aid and Satisfactory Academic Progress

All students' financial aid eligibility will be determined at the time of their initial application and at the end of each assessment period, which corresponds to the end of Summer semester.

To receive Federal/Title IV financial aid, a student must meet or exceed the following three standards as part of the assessment:

1. A cumulative grade point average of 2.00.
2. A cumulative credit completion percentage of 70 percent, calculated by cumulative credit hours completed divided by cumulative credit hours attempted.
3. The ability to complete his/her degree requirements for graduation within 150 percent of the published length of the degree program.

Students failing to satisfy any one of the three requirements will lose financial aid eligibility.

Students who have lost their financial aid eligibility may appeal the decision to Berklee
Online. Any appeal must be based on extenuating circumstances and contain written verification of those circumstances. Students have three business days to submit their appeal once they have received notification.

If an appeal is granted, a student will be placed on financial aid probation and is required to meet with a designated Berklee representative to sign a reinstatement contract before the aid is applied to his or her student account.

If at the end of the probation period a student has made satisfactory academic progress, that student’s financial aid eligibility will be restored. Students failing to meet satisfactory academic progress standards after their probation period will lose financial aid eligibility.

Financial Aid and Part-Time Student Status
Financial aid is available on a pro-rated basis to students who are enrolled part-time at Berklee Online. The amount of aid for which students are eligible is impacted by the number of credits for which a student enrolls. All part-time students must continue to make satisfactory academic progress to be considered for financial aid funding. Most federal grants and loans require students to be enrolled in six or more credits in order to continue receiving prorated funding. Students enrolled in fewer than six credits are likely to enter their grace period and/or begin loan repayment.

Graduation Requirements
To graduate from Berklee Online, students must complete a minimum of 120 credits of work in their bachelor’s degree program. Although “D” (1.0) and “C-” (1.67) grades are considered passing in a course, a student must have a minimum 2.70 Cumulative GPA in their major and an overall GPA of 2.00. Students must satisfy the requirements of a specific program of study in order to receive a degree from Berklee Online.

Graduation Information Form
Two semesters prior to completing their degree, students must submit a graduation form to the Berklee Online Continuing Education Registrar indicating the semester in which they intend to graduate. A student is held responsible for determining that he or she has earned all necessary credits for graduation. Students who have any questions should contact their advisor.

Prior to receiving a degree, student obligations to Berklee Online such as tuition and fees, must be met.

GPA Honors
- Summa Cum Laude 3.85–4.00
Student Policies

Student IDs

All Berklee Online degree students will be provided a student ID card, which will be mailed to them.

Transcript Requests

To obtain an official copy of your transcript, please download the Official Academic Transcript Request form and complete all applicable information. A signature and date are both required. In addition, please be sure to complete the Mail To section of the form so it is clear where the transcript should be sent.

The completed form can be faxed to (617) 747-2149 or mailed to:

Berklee Online
855 Boylston Street, 7th Floor
Boston, MA 02116
Boston, MA 02215
Attn: Continuing Education Registrar

Students can also submit the completed form as a PDF via email. These can be sent to registrar@berkleemusic.com. Please allow two weeks from receipt of a written request to process a transcript. Transcripts cannot be processed if you have an outstanding financial obligation to Berklee Online.

Change of Address

All students must have a current mailing address on file with Berklee Online. Berklee Online regularly sends out important documentation via mail. Some examples include:

- 1098-T federal tax forms
- Letters regarding enrollment status
- Refunds
- Letters of completion
- Certificates
- Other important information
Methods of Communication—Email
Email is the official method of communication regarding important deadlines, events, administrative business required for student enrollment, announcements, changes to existing courses and programs, and other updates. Students enrolled with Berklee Online must agree to receive all email communications. Students are responsible for checking their berklee.edu email account daily for important school-related information.

To ensure there are no gaps in communication, students are required to use their berklee.edu email address for all Berklee Online related communication.

Grievance Policy
Situations sometimes arise in which particular circumstances surrounding a policy decision require special consideration, or students have a complaint about the behavior or performance of a faculty or staff member.

As a general rule, students should address their concerns about a policy decision or a faculty member directly with the Continuing Education Registrar. An unresolved complaint about the behavior/performance of a staff member may be brought to the attention of the person's immediate supervisor.

If the complaint remains unresolved, the student may continue to appeal to a higher level of authority, within the appropriate area, up to the vice president of the area.

Family Educational Rights and Privacy Act (FERPA)
The Family Educational Rights and Privacy Act of 1974 (FERPA) grants students the right of access to inspect or review their educational files, records, or data. If a student wishes to inspect his/her records, he/she must file a request with the Continuing Education Registrar within 10 days of receipt of the Right of Access form. The student will be notified as to the date, time, and location that the desired record will be available for inspection.

The college maintains the following general records on students: permanent academic records and account payment records. A student file will contain a record of all non-Berklee affiliated individuals or organizations requesting access to it plus statements that specify the legitimate educational purpose for which access was requested. The Record of Access may be released only to Berklee College of Music personnel or to state or federal officials as a means of auditing the reporting of access to student records.

Except as listed below, information or records concerning individual students may not be released to any individual or agency without the student’s written permission. Any request for such information received without such written notice will not be honored and will be
returned with a request for a written release from the student. With the approval of the registrar and without the student’s approval, educational records may be released to the following individuals or agencies under the following specific conditions:

1. Berklee College of Music personnel for legitimate educational purposes only
2. Federal or state officials in connection with the audit and evaluation of federally funded programs, in connection with the enforcement of federal legal requirements that relate to such programs, or in connection with the student’s application for or receipt of financial aid
3. State and local officials to whom disclosure is required by state statute adopted prior to November 19, 1974, for organizations conducting studies for the purpose of developing predictive tests, administering student aid programs, and improving instruction
4. Accrediting organizations in order to carry out their accrediting function
5. The student’s parents, if they claim the student as a dependent on the most recent Internal Revenue Service tax return and provide documentation of such
6. Persons possessing a judicial order or lawfully issued subpoena (provided that the college first makes reasonable attempts to notify the student)
7. When necessary in an emergency, to protect the student’s health, safety, or welfare or that of others, to persons who are in a position to deal with an emergency
8. The Bureau of Citizenship and Immigration Services (BCIS), formerly Immigration and Naturalization Services (INS), upon specific request to the college to verify F-1 status of international students

Unless an individual or agency can meet one of the aforementioned conditions, the college will not release a student’s educational records, class schedule, specific address, or telephone number. However, the following data are considered by the college to be informational in nature and may be released without the student’s permission, at the discretion of the college: name, enrollment status, graduation status, term level, program, major, dates of attendance, and hometown.

Additional information on procedures or policies relating to the college compliance with the Family Educational Rights and Privacy Act can be obtained from the Continuing Education Registrar.

**Code of Conduct**
Students enrolling in Berklee Online assume an obligation to conduct themselves in a manner compatible with the College’s function as an educational institution. As a result, reasonable policies, procedures, and regulations have been developed to guarantee each student’s freedom to learn and to protect their rights.
Each student’s attitude and deportment must conform to standards inherently necessary to advance the educational process. Failure to observe these standards may result in a review of a student’s behavior for appropriate determination. Such behavior could be grounds for dismissal. Students who fail to comply with the regulations of Berklee Online may be dismissed from the online school at any time with no reimbursement of fees.

Harassment and Sexual Harassment
Berklee Online is committed to fostering an online learning environment free of harassment. Verbal or written conduct that is unwelcome, or that denigrates or shows hostility or aversion toward an individual based on any of the factors listed below will not be tolerated. Harassment of any form is strictly against College policy and may result in disciplinary action.

Harassment is any verbal or physical action based upon race, color, creed, religion, gender, national or ethnic origin, age, handicap, or sexual orientation. Sexual harassment includes but is not limited to sexual advances, requests for sexual favors, or unwelcome contact. Sexual innuendoes, use of obscene language, and telling sexual jokes can also be construed as sexual harassment.

A fundamental belief of the College is that each member of the community has a right to a healthy and supportive environment for learning and working. Harassment of any form is considered a serious matter at Berklee. All members of the community are responsible for ensuring that the campus is free from harassment. Complaints of harassment will be promptly and carefully investigated, and all members of the community are assured that they will be free from any and all reprisal from filing a complaint.

Honesty in Academic Work and in Scholarly and Professional Practice
Berklee Online values integrity within the classroom, across all areas of scholarly and professional practice, and in the use of information technology resources. Consequently, members of the Berklee Online community are expected to maintain high standards of honesty and practice throughout the many aspects of their life and study at the College. Students who have evidenced academic dishonesty may be made subject to disciplinary procedures including but not limited to: receiving a warning; dismissal from the course; suspension or permanent dismissal from Berklee Online.

The following definitions are provided for the information of the Berklee Online community and constitute notice of unacceptable academic behavior or scholarly and professional practice. Academic work in this context means any and all music and non-music work related to any course or major at the College. While scholarly and professional work may occur in the context of a course, they also are found in activity that is independent of coursework. Dishonesty in scholarly or professional work, whether in the form of fraud, plagiarism, or cheating, is unacceptable and subject to appropriate disciplinary procedures.
• **Fraud** is using identifiers (such as name, password, ID) of other persons as one’s own or submitting false information about oneself. Some examples include such infractions as concealing or misrepresenting one’s identity, impersonating another individual, falsifying information on such documents as one’s resume or internship applications, misrepresenting oneself as acting on behalf of Berklee, or using the College’s name, logo, or symbol without prior written permission.

• **Plagiarism** is defined as misrepresenting work that has been done by another as one’s own efforts whether such misrepresentation has been accomplished with or without the permission of the other individual.

• **Cheating** is the use of prohibited assistance (whether in the nature of a person or a resource) in the performance of assignments and examinations, and copying of another student's work or the giving or receiving of information or answers, whether verbally or in writing. More extensive guidelines regarding honesty and the use of technological resources are found in the Technology Policy.

**Use of Berklee College of Music or Berklee Online Name**

Students may not under any circumstances, without the College’s prior written consent, use the name “Berklee College of Music” or “Berklee Online” in any form or use any symbol or logo or graphic used by or associated with Berklee College of Music alone or with the name “Berklee” or any name, symbol, logo, or graphic confusingly similar to Berklee’s name, symbols, logo, or graphics as part of an e-mail address, a “homepage,” or a second or higher-level domain name for any online network a student utilizes, originates, or registers with Internet or similar authority. Unauthorized use of the name “Berklee Online,” “Berklee College of Music,” or any symbol, logo, or graphic used by or associated with the College or any confusingly similar thereto is a violation of college policies and subject to sanctions.

**Credit Card Fraud Policy**

Under the Fair Credit Billing Act, your bank cannot hold you liable for more than $50.00 of fraudulent charges. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures. Please note that when using your bank debit card as a credit card, you are protected under the Electronic Funds Transfer Act. You must report any fraudulent charges within two business days to avoid being liable for more than $50.00. Please contact your bank or [www.consumer.gov](http://www.consumer.gov) for more information.

Berklee Online takes credit card fraud very seriously and cooperates fully with local, state, and federal law enforcement officials to apprehend groups or individuals committing credit card fraud.

Berklee Online will supply all information about fraudulent orders to law enforcement
officials who will then pursue investigation and prosecution of the criminal action taken by offending parties. Once the criminal case has been completed, a separate civil case is then submitted against the offending party to recover any and all damages (financial and otherwise) that is incurred by Berklee Online.

Financial Policies

Payment of Tuition
Before students attend any classes, all tuition and fees for the semester must be paid. Students are required and agree upon registration to pay tuition and fees by the tuition due date. If students add additional courses to their schedule, they must pay any additional tuition or related fee(s). Students will be notified of any unpaid balance that appears on their account via email or the student portal. Students who do not make a payment or payment arrangements with the Finance Department upon receipt of their bill will be subject to collection procedures (see Collection Policy for more information).

Acceptable Methods of Payment

Credit Card
Payments via credit card may be made online or by phone at (617) 747-2146, ext. 4. The following major credit cards are accepted: American Express, Discover, MasterCard, and Visa.

Personal Check, Cashier’s Check, or Money Order
All checks should be made payable to Berklee College of Music with the negotiable amount in U.S. currency. If a student makes payments with a personal check and the check is returned, Berklee Online charges a $50 processing fee. Notice of the returned check will be sent to the student. If the return payment creates a debit balance on the account, a hold will be placed on the student account, which blocks academic schedule changes, access to grades and transcripts, and all future registrations until complete restitution of funds is made. Berklee Online reserves the right to require future payments in the form of a certified check, money order, or credit card, and the student will no longer be able to use personal checks as a form of payment. Berklee Online will not redeposit personal checks that have been returned and requires that full payment be made within five business days of the notice being issued.

Checks and money orders can be mailed to:

Berklee Online
855 Boylston Street, 7th Floor
Attn: Finance
Do not mail cash to the college for application fees, deposits, fees, or tuition.

Domestic Wire Transfer
The following information will be required by the student’s bank in order to process a domestic wire transfer.

Beneficiary Name: Berklee College of Music
Beneficiary Account Number: 169789320
ABA Number: 021000021
J.P. Morgan Chase Bank N.A.
270 Park Avenue
New York, NY 10017
Student Name & Student ID: Reference Berklee Online, in addition to the student ID

Once the transfer process has begun, the transfer confirmation should be faxed to (617) 747-2149, to the attention of Finance, or emailed to finance@berkleemusic.com.

International Wire Transfer
Berklee Online has partnered with peerTransfer to streamline the tuition payment process for international students. peerTransfer offers excellent foreign exchange rates, allowing students to pay in their home currency (in most cases) and save a significant amount of money, as compared to traditional banks. Students can log into their peerTransfer account, at any time, to track the progress of payments. Students are notified by email when their payment is received by Berklee Online.

PayPal
Berklee Online accepts payment via PayPal. Students should submit a request to finance@berkleemusic.com with the amount to be paid, the email address associated with the PayPal account, and student ID in order to utilize this method of payment.

Online E-Payment
Students can pay Berklee Online tuition and fees with no additional outside fees by making payments from a United States-based checking or savings account.

Third-Party Billing/Tuition Assistance
Berklee Online can apply advanced credit to students’ accounts for a scholarship awarded from an outside sponsoring agency, employer, or other form of tuition assistance from a
third party. Students should submit a letter or voucher to the Finance Department from the source, on their letterhead, stating the following:

- Student’s name
- Course or courses covered
- Tuition amount covered
- Semester and dates covered
- Name and address where invoices will be sent
- Contact Information for the third party being billed
- Student signature if applicable

This information can be emailed to finance@berkleemusic.com, faxed to (617) 747-2149, or mailed to:

Berklee Online  
855 Boylston Street, 7th Floor  
Attn: Finance  
Boston, MA 02116

These letters or vouchers must be received by the bill due date. Upon approval of the letter or voucher, the amount the employer or scholarship organization is paying will be applied to the student’s account as a temporary credit. If there is a balance remaining, the student will be responsible for paying it by the bill due date. Once this balance is paid, the student will be officially enrolled in the relevant course(s). Students will be responsible for any approved amount that is not paid by their third party.

Refund Checks and Overpayments of Tuition or Fees

If students are owed money for overpayment of their bills, Berklee Online will issue refunds during the third week of classes, after all schedules are finalized and all student data is verified. Refunds are issued once a week to students who have become eligible since the previous week. Refunds are not issued for overpayments of anticipated (i.e., verified or pending) funds or instances in which the college has advanced credit (i.e., payment plans) pending actual payment of expenses. Note: Students must keep in mind how the tuition and fees are paid, as it may affect the manner in which Berklee Online issues refunds:

- Payments received by credit card will be refunded to the credit card account in the amount of the refund within 60 days of the initial charge.

- Payments that include Federal Pell Grants, Federal SEOG, Federal Perkins Loans, or other Federal Direct Loans require completed registration for the semester, signed promissory notes, and Entrance interviews with the College. If payment by financial aid results in a credit balance on the student’s statement, the student must wait until the college receives funds from the originating bank or the federal government
before a refund is processed. The same process is required for alternative loans and funding sources outside of Berklee Online. Students should contact the Office of Financial Aid for inquiries regarding grants or loan statuses by emailing financialaid@berklee.edu, or calling 800-BERKLEE (800-237-5533).

Students should contact the Finance Department for assistance in calculating a refund.

Collection Policy
By registering for classes at Berklee Online, students acknowledge financial responsibility for the charges and fees assessed to their student accounts. Students are also responsible for any additional costs related to their enrollment with Berklee Online. Student account balances are to be paid in full by the due date published. Students will be notified of any unpaid balance on their account. Students are also expected to periodically check their online account for any additional charges or loss/reduction in aid that resulted in an unpaid balance. Should it be necessary to place a delinquent account with an outside collection agency, all fees assessed by the agency become the responsibility of the student.

Financial Aid for Domestic Students
Funds for financing a Berklee Online education are available from many different sources, including Berklee Online programs, federal and state programs, other government agency programs, and private sources.

The Office of Financial Aid is responsible for administering need-based funds through a review of a student’s Free Application for Federal Student Aid (FAFSA). The FAFSA is available for U.S. citizens and permanent residents. The FAFSA calculates a family’s financial need and allows the student and family to be considered for state grants and scholarships and the following federal programs: the Pell Grant and the Direct Stafford Loan. For more information, review the Guide to Private Loans available at http://www.berklee.edu/forms.

Students should apply well in advance for all possible sources of assistance: need-based, merit-based (generally scholarships), and non-need-based loans.

Financial Aid for International Students
Long-term financing is available to international students and their families. Many loan companies offer programs for credit-worthy applicants with a U.S. citizen or permanent resident cosigner. Further information on these programs is available in the Guide to Private Loans at http://www.berklee.edu/forms.

Counselors in the Office of Financial Aid work with students to help find solutions for financing their education. Options include payment plans and parent and student loans. For
more information, visit http://www.berklee.edu/financial-aid, email financialaid@berklee.edu, or call 800-BERKLEE (800-237-5533).

**Financial Obligation**
Classes fill on a first-come, first-served basis. By enrolling at Berklee Online, students acknowledge that they are receiving an educational benefit and that the costs associated with that benefit are payable by the due date published.

By enrolling in classes at Berklee Online, students acknowledge financial responsibility for the confirmed courses resulting from this enrollment, including tuition and all fees assessed to their student account. Students also accept responsibility for any additional costs related to their enrollment.

Balances due as a result of loss/reduction of financial aid, third-party billing arrangements, or other credits originally anticipated, ineligibility, attendance, incomplete or inaccurate paperwork, will be responsibility of the student to pay.

Students will be notified of any unpaid balance on their account. Students are also expected to periodically check their online account for any additional charges or loss/reduction in aid that resulted in an unpaid balance. Should it be necessary to place a delinquent account with an outside collection agency, all fees assessed by the agency become the responsibility of the student.

Berklee Online will place a hold on a student’s account or suspend student services if he/she has not made payment on a timely basis for services received or other transactions. This hold will prevent future registrations, receiving transcripts or diploma, or accessing other school services.

**Berklee Online Terms of Use**

**Acceptance of Terms**
Berklee Online ("Web site") is published and maintained by Berklee College of Music, Inc. ("Berklee"). Berklee provides its service to users of the Web site ("you"), subject to the following Terms of Use ("TOU"), which may be updated by Berklee from time to time without notice to you. Please read these Terms of Use ("Agreement") and Privacy Policy carefully before using. Your use of the Web site is subject to your acceptance of this Agreement, and when you access, browse, or use this Web site, you accept, without limitation or qualification, the TOU Agreement as if you had signed it. Also, when using particular Berklee services, you and Berklee are subject to any posted guidelines or rules applicable to such services that may be posted from time to time.
1. Restrictions on Use

Any materials posted on the Web site that you copy, print, or download are licensed to you by Berklee for your personal, non-commercial use only, provided that you do not change or delete any copyright, trademark, or other proprietary notices. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Web site, use of the Web site, or access to the Web site. Berklee reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Web site (or any part thereof) with or without notice. You agree that Berklee shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Web site. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Information Sharing with Nonaffiliated Third Parties

Because Berklee Online values all student relationships, it will not disclose students' non-public personal information to non-affiliated third parties, except as described in this policy or as otherwise permitted by law. We DO NOT allow any email harvesting. If you feel you have been contacted in error by a party other than Berklee Online, please contact student support at support@berkleemusic.com.

2. Public Communication and Forum Conduct

You are solely responsible for all content of any type, including but not limited to text, music, and/or photographs (collectively "Content") that you upload, post, email, transmit, or otherwise make available on the Web site. Berklee does not control the Content posted by you or others on the Web site and, as such, does not guarantee the accuracy, integrity or quality of such Content. Berklee will not be liable for any Content, or for any loss or damage of any kind incurred as a result of the use of any made available in any manner through the Web site. You agree that you, or any Content you submit, will not: contain libelous or otherwise unlawful, obscene, or abusive material; harm minors in any way; impersonate any person or entity, including, but not limited to, a Berklee official, forum leader, instructor, or other registered member, or falsely state or otherwise misrepresent your affiliation with a person or entity; contain any Content that infringes any patent, trademark, trade secret, copyright or other personal or proprietary rights of any party; contain any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; disrupt the normal flow of dialogue; interfere with or disrupt the Web site or any servers or networks connected to the Web site, "stalk" or otherwise harass another person or entity; or collect or store personal data about other users. We do not pre-screen Content, and have no obligation to do so, but you acknowledge that we
reserve the right, in our sole discretion to refuse or move any Content that is available via the Web site. Without limiting the foregoing, Berklee and its designees shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You acknowledge and agree that Berklee may retain Content and may also disclose Content if required to do so by law or in the good faith belief that such retention or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Berklee, its users and the public.

3. Harassment or Intimidation

Sending of abusive or unwanted material causing the work or Berklee Online experience of others to be disrupted is a violation of college policies, may violate the law, and is unacceptable. Targeting another person or organization to cause distress, embarrassment, injury, unwanted attention, or other substantial discomfort is harassment, which is prohibited. Personal attacks or other action to threaten or intimidate or embarrass an individual, group, or organization; or attacks based on a person’s race, national origin, ethnicity, handicap, religion, gender, veteran status, sexual orientation, or another such characteristic or affiliation are prohibited.

4. Content Submitted or Made Available for Inclusion on the Web Site

Berklee does not claim ownership of Content you submit or make available for inclusion on the Web site. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Web site, you grant Berklee an irrevocable, royalty-free, non-exclusive, unrestricted, worldwide license to use, copy, sublicense, adapt, transmit, publicly perform, display, in all languages, and to incorporate such Content into other works in any format or medium now known or later developed. "Publicly accessible" areas of the Web site are those areas of the Web site that are intended by Berklee to be available to the general public. By way of example, publicly accessible areas of the Web site would include Berklee Discussion Boards and portions of the Web site that are open to both members and visitors. However, publicly accessible areas of the Web site would not include portions that are limited to members, or enrolled distance education students.

Berklee online services intended for private communication such as Berklee Online email, or areas off of the Berklee network of properties such as portions of World Wide Web sites that are accessible through the Web site but are not hosted or served by Berklee.

5. License

You acknowledge and agree that the Website and any necessary software used in connection with the Website ("Software"), as well as all course materials and content provided by Berklee, Berklee instructors, and/or third parties for the Berklee online courses (the "Course Content") contain proprietary and confidential information that is protected by
applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Website, Course Content, or advertisers is protected by copyright, trademarks, patents or other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, the Course Content, or the Software, in whole or in part.

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6. Indemnity
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