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Articulation and Study Abroad Agreement

between

The University of West London Higher Education Corporation

AND

Northern Essex Community College

This Articulation Agreement is made on the 22 of October, 2014 between

The University of West London Higher Education Corporation (UWL) of St Mary's Road, Ealing,
London W5 5RF
("UWL" or "The University") the First Party

And

Northern Essex Community College (NECC) of 100 Elliott St, Haverhill, Massachusetts, 01830 and
45 Franklin St, Lawrence, Massachusetts 01840, USA
("NECC" or The Partner") being the Second Party

Collectively, "the parties."

This Articulation and Study Abroad Agreement ("the Agreement") confirms matters of principle, policy and practice regarding the relationship to be established between the parties as follows:

1. Intention

1.1 The parties' intention is to work together to create opportunities for students studying with NECC to progress to Courses offered by UWL.

2. Aims

2.1 The aims set out below are consistent with the Strategic Plan of the University and that of NECC.

2.2 The aims of the relationship are to widen and increase access to higher education in the local and regional communities of both parties by creating more opportunities for student access to higher education through jointly developed initiatives designed also to attract additional student numbers to both institutions. Such developments might include:

2.3

- The identification of direct and clearly defined progression routes between academic courses conducted at NECC and the UWL;
- The joint marketing of opportunities for study at NECC and UWL.

3. Status of the agreement

3.1 It is agreed between the parties that the Agreement is legally binding and that any breach of the Agreement by either party may lead to its termination under the terms of Clause 10 below.

3.2 Prior to the execution of the Agreement, the parties have had detailed discussions regarding the operation of educational courses. The parties warrant that all information disclosed to the other is accurate as at the date of the Agreement. Where any changes to such disclosed information affects the day to day delivery of an educational course, each party undertakes to immediately inform the other party and agree on amendments to the Agreement to reflect such changes.

3.3 Subject to any conditions imposed by any UK governmental body, the Agreement is not intended to be exclusive and it is acknowledged by the parties that each party may enter into other agreements or contracts with other like providers. Each party will, however, inform the other of any other similar agreements or contracts as soon as they are established and provide the other party with an opportunity to consider whether they are likely to be against its interests. Should an instance arise in which one party considers that its interests would be damaged by an agreement or contract entered into by the other with a third party, and the matter remains unresolved after discussion, the aggrieved party may

give notice under the terms of Clause 10 below of its intention to terminate the Agreement.

3.4 Neither party may assign or sub-contract any or all of its rights and obligations under the Agreement without prior written consent of the other party.

4. Definitions

For purposes of the Agreement, the terms set out below are to be interpreted as indicated.

4.1 **"Articulation agreement"** means an agreement which UWL enters into with a specific institution, that specific named course(s) and qualification(s) of the partner institution are suitable for entry to, or credit exemption from, specific UWL course(s) and would normally guarantee acceptance of a cohort of students who gain the requisite credits, though they may also have to meet other criteria - e.g. an IELTS score or equivalent, or be within an agreed number of entrants to UWL course (see Clauses 16 and 17 and Schedule 2 The Mapping Schedule below for specific detail)

4.2 **Study Abroad Agreement** means an agreement which the UWL enters into with a specific institution, that specific named course(s) and qualification(s) of NECC are suitable for entry to, or credit exemption from, specific UWL course(s) and would normally guarantee acceptance of a cohort of students who gain the requisite credits, though they may also have to meet other criteria - e.g. an IELTS score or equivalent, or be within an agreed number of entrants to UWL course (see Clauses 16, and 17 and Schedule 1 The Study Abroad Scheme Schedule below for specific detail)

4.3 **"Academic year"** means the period from 1st September to 30th June in each calendar year.

4.4 **"Force Majeure Event"** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake, volcano or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition restrictions on provision of education to either party.
- (f) collapse of buildings, fire, explosion or accident

4.5 **"Planning and Review Group"** means a group which comprises senior staff from the NECC and the UWL.

- 4.6 "QAA" means the Quality Assurance Agency for Higher Education (QAA) or its successor body.
- 4.7 "Semester" each academic year is divided into two semesters.
- 4.8 "UK Quality Code for Higher Education" means the code published periodically by the QAA or its successor body and is the definitive reference point for all UK Higher Education providers.

5. Planning and review

- 5.1 A planning and review group comprising senior staff of NECC and UWL will meet at least once every two years with the following duties:
- 5.1.1 To reconfirm the mapping of the courses to ensure that any changes to either parties' academic courses do not invalidate the agreement;
- 5.1.2 To ensure that articulation arrangements are monitored for academic mapping and that communication between the parties is effective;
- 5.1.3 To propose operational changes where it is considered that these might produce greater mutual benefit to the two Institutions;
- 5.1.4 To plan future activities to be undertaken under the terms of the Agreement, including the setting and/or variation of target student numbers for taught courses ("Target Setting") and the associated funding, expenditure on publicity and advertising and other mutually agreed developments;
- 5.1.5 To consider, if appropriate, whether, in the light of the findings of the review or for any other reason permitted under the terms of the Agreement, the agreement should be terminated (see Clause 10 below).

6. General provisions governing the delivery of all courses

- 6.1 All courses offered by the parties shall be designed and delivered pursuant to each party's curriculum, course descriptions and/or faculty syllabi.
- 6.2 Both parties will inform the other of any substantive changes planned to the relevant courses in a timely manner.
- 6.3 Both parties will consider the provision of jointly held staff development activities relating to the development of courses. All such activities shall be conducted in accordance with all applicable collective bargaining agreement.
- 6.4 UWL is bound by its regulatory body the QAA and may need NECC's assistance in complying with certain regulatory requirements. To the extent reasonably possible, NECC confirms that it will assist in supplying information as required by UWL in such circumstances.

- 6.5 Each party will maintain records of students undertaking courses at their institution in accordance with its standard procedures and applicable law.

7. Financial arrangements

- 7.1 Any future financial arrangements to be made between both parties will be set out in the Schedules to the Agreement.

8. Publicity and advertising

- 8.1 The parties agree to use reasonable efforts to promote the courses and other activities offered under the terms of the Agreement.
- 8.2 External advertising and publicity relating to the courses of study or other activities covered by the Agreement (including any web-based advertising and publicity) shall be agreed to jointly between the appropriate representatives of both parties.
- 8.3 Both parties will each approve such references to itself, the status of the awards and their regulatory frameworks as are to be included in any advertising and publicity material.
- 8.4 No trademarks, logotypes, kite marks, symbols or other emblems owned by or awarded to a party may be used by the other party, including on any advertising, without prior written permission.

9. Copyright and data protection

- 9.1 Copyright in all materials, processes and systems held by a party shall remain with that party and may not be used by the other party for any purpose or in any other context without prior, written permission.
- 9.2 Both parties ensure that conditions of holding and transferring personal data, including student record information, shall conform with applicable law.
- 9.3 Each party shall, to the extent permitted under applicable law, use its reasonable efforts to ensure that all confidential information (including information regarding the Agreement) is:
- 9.3.1 Kept confidential and not reproduced, copied or disclosed to any Third Party
- 9.3.2 Not used for any purpose other than as required by the Agreement.
- 9.3.3 The obligations under this clause 9 will include the use of reasonable efforts by each of the parties to ensure that their respective employees and agents comply with the terms of this clause 9. This clause 9 will not apply to information which is not by its nature confidential or which came into the public domain otherwise than by a breach of the Agreement.

10. Duration and termination of agreement

10.1 The Agreement is for three Academic Years with effect from 10 August 2014 in the first instance and renewable thereafter for further three -year periods subject to the annual operational reviews referred to in Clause 5 above and to the normal processes of annual course monitoring and review.

10.2 Termination

10.2.1 Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Upon notice of termination, where students are enrolled this agreement shall remain in full force and effect in respect of those student and the parties agree to ensure that any such student will be permitted to complete their study . For the avoidance of doubt no new students shall be recruited after such notice has been given.

Termination on Breach

10.2.2 Without affecting any other right or remedy available to either party, in the event of a breach by either party of the material terms of the Agreement the other may give immediate, written notice of its intention to the breaching party to terminate the agreement at the end of the Academic Year during which the breach occurs and will negotiate with the other proper arrangements for the completion of students enrolled in the program. Prior to taking such action, the breaching party shall be afforded thirty (30) days to cure the breach. If the breach is not cured, the non-breaching party may proceed with terminating the agreement.

10.2.2.1 Either party may terminate the Agreement, effective immediately by giving written notice to the other :

10.2.2.2 If the other party fails to pay its debts as they fall due or admits inability to pay its debts or ((being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986

10.2.2.3 If the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction;

10.2.2.4 An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other

10.2.2.5 The holder of a qualifying floating charge over the other party's assets has become entitled to appoint or has appointed an administrative receiver;

- 10.2.2.6 A person becomes entitled to appoint a receiver over the other party's assets or a receiver is appointed over the other party's assets
- 10.2.2.7 Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 (a) to (f) above (inclusive);
- 10.2.2.8 Suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 10.2.2.9 There is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010)
- 10.2.2.10 Prior to taking such action, the parties will investigate the breach to ascertain whether the situation can be remedied and discuss with the other party proper arrangements for the completion of those course which students are enrolled upon at that time,

10.3 Force Majeure

- 10.3.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event.

11 Entire agreement and failure to exercise rights not to be a waiver

- 11.1 This Agreement shall represent the entire agreement between the parties and no pre-contractual statements shall add to or vary the Agreement or be of any force or effect unless such pre-contractual statements are either contained in the Agreement or in an Addendum incorporated by reference herein. Failure by any party to exercise any power given to it under the Agreement or to insist upon strict compliance by the other party with any obligation under the Agreement shall not constitute any waiver of any of the party's rights under the Agreement.
- 11.2 Waiver by either party of any particular default by the other party shall not affect or impair the non-defaulting party's rights in respect of any subsequent default of any kind by the other party nor shall any delay or omission of the non-defaulting party to exercise any rights arising from any default of the other party affect or impair the non-defaulting party's rights in respect of that default or any other default of any kind.
- 11.3 Either party will be able to claim damages from the other party in relation to any breach of the Agreement by that other party provided that, no party will be liable to the other for loss of profits, third party damages or other consequential loss however caused or arising.

12 Disputes

- 12.1 It is the intention of the Parties to settle all disagreements and differences of opinion on matters of performance, procedure management and payment arising out of the Agreement amicably by negotiation in good faith.

- 12.2 Initially, the matter under dispute shall be referred to the Planning and Review Group. In the event of a dispute which cannot be resolved by the Planning and Review Group, the matter will then be referred to the UWL's Pro Vice-Chancellor Enterprise and the NECC's Chief Executive, or designee, for resolution.
- 12.3 If any matter under dispute cannot be resolved in accordance with Clause 12.2 the Parties will attempt to settle it by mediation pursuant to terms agreed upon by the parties.
- 12.4 If the Parties have not settled the dispute by mediation within thirty (30) days from the initiation of such mediation, the Agreement may be terminated and the parties reserve their rights to pursue other legal remedies.

13 Insurance

- 13.1 To the extent a party is not self-insured, both parties will maintain adequate third party, employer's and occupier's liability insurance
- 13.2 Either party will upon request by the other, immediately produce to the other confirmation of its self-insured status or copies of all its insurance policies taken out pursuant to the Agreement and satisfactory evidence that all premiums under such policies are paid to date.

14 Governing law, counterparts and agreement binding on successors

- 14.1 The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by the laws of the Commonwealth of Massachusetts. A court of competent jurisdiction situated in Massachusetts will have jurisdiction to settle any disputes which may arise out of or in connection with the Agreement and the parties here to agree to submit to that jurisdiction
- 14.2 The Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.
- 14.3 The Agreement will be binding on and will ensure for the benefit of each party's successors and assigns (as the case may be). Any rights of any person to enforce the terms of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or any Massachusetts legislation are excluded.

15 Responsible departments at the University and at the partner

- 15.1 The University of West London
International Office

Northern Essex Community College:
Cultural and International Studies Institute

The responsible parties named above are responsible for liaising with the other on all operational matters relating to the agreement.

16 Prevention of Bribery, Corruption and Fraud

16.1. The parties shall comply with all applicable laws with regard to the prevention of bribery, corruption and fraud.

17 Arrangements for the admission of students

17.1 UWL will admit students under The Study Abroad Scheme and the articulation agreement in accordance with Schedule 1 The Study Abroad Scheme Schedule and/or Schedule 2 The Mapping Schedule and or subject also to the UWL's English language requirement (IELTS or equivalent) and visa requirements.

17.2 NECC will admit students under The Study Abroad Scheme and the articulation agreement in accordance with Schedule 1 The Study Abroad Scheme Schedule and/or Schedule 2 The Mapping Schedule and or subject also to NECC's English language requirement (IELTS or equivalent) and visa requirements.

17.3 Both parties recognise that students will need to ensure that all visa requirements are met and that there will be requirements which students who are admitted to the other's programme or course must adhere to during their stay in the United Kingdom or the USA as appropriate.

18 Information to be provided by the Parties

18.1 Program information should be prepared by the parties (hard copy and electronically) to inform potential students of the following:

- Party's location, special characteristics, and transportation access ;
- the course(s) – timing, content and methods, and special features;
- housing accommodation options and likely costs;
- academic and pastoral support, including meet and greet;
- any information relating to work placement;
- information relating to visas, work permits and regulations; and career options, including industry fairs.

19 Institutional/ academic visits

19.1 An academic quality visit between the Responsible Departments shall be undertaken.

19.2 Visits by both parties should be made at least every two years, for the purposes of: building a better understanding of each party and its curriculum, updating each party on their institutions and academic courses, and helping to prepare students for program participation.

The visit will routinely include:

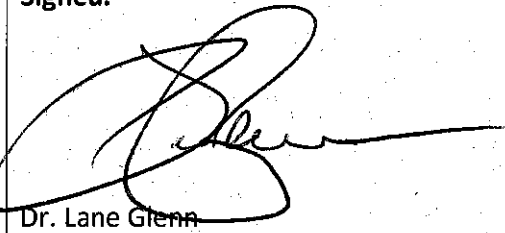

- A check on the curriculum content and level in relation to the articulation route(s) to ensure that mapping remains correct;
- A meeting with managers to update information about the partners;
- Discussions with academic staff and students;
- Discussion about opportunities for partner staff development, including partner staff visits.

Additionally the visit could include:

- Guest lecture(s)/teaching sessions.

19.3 A visit may be combined with the planning and review meeting (see Clause 5 above).

Signatures

<p>Signed:</p>  <p>Dr. Lane Glenn President Northern Essex Community College</p>	<p>Date:</p> <p>10/22/14</p>
<p>Signed:</p>  <p>Professor Peter John Vice Chancellor The University of West London Higher Education Corporation</p>	<p>Date:</p> <p>22/10/2014</p>

Attachments:

1. Schedule 1
The Study Abroad Scheme Schedule
2. Schedule 2
The Mapping Schedule: Please see the attached documents for course mapping in the following academic departments:
 - Ealing School of Art, Design and Media
 - Ealing Law School
 - London College of Music
 - School of Computing and Technology
 - The School of Business

Schedule I Study Abroad Scheme

- 1.1 The two institutions will seek to develop arrangements for study abroad programmes over the period of this Agreement. The following clauses set out the areas which the parties will consider in developing programmes.
- 1.2 The two institutions will promote their individual study abroad programmes to the another.
- 1.3 Study Abroad students may study for one or two semesters at the host institution.
- 1.4 The home institution agrees to advise students on the classes of the study abroad programme offered at the host institution.
- 1.5 The host institution agrees to accept applications for admission to the study abroad programme subject to meeting the entry requirements of the host institution.
- 1.6 Each student shall be responsible for the payment of all tuition and fees to the home institution which in turn will pay the host institution. Each student shall be responsible for all other expenses associated with the student's participation in the programmes.
- 1.7 Each student who participates in a study abroad programme will remain enrolled as a student of the home institution while registered as a student of the host institution.

- 1.8 Each student who participates in a study abroad programme will be subject to the academic standards and requirements of the host institution whilst they are a registered student at that institution. Each institution is fully responsible for managing and administering its academic programs pursuant to its established policies and procedures.
- 1.9 Each student who participates in a study abroad programme will be subject to the code of conduct of the host institution whilst they are a registered student at that institution. Each institution is fully responsible for managing and administering its code of conduct pursuant to its established policies and procedures.
- 1.10 Within its discretion and where appropriate, a home institution will award a participating student with full academic credit for all work successfully completed at the host institution and the host institution shall provide to the home institution appropriate records of all activity in a timely manner.

2.0 Visiting faculty and staff

- 2.1 The two institutions will seek to develop arrangements for visiting faculty and staff programmes over the period of this Agreement.
- 2.2 The two institutions will promote their individual visiting faculty and staff programmes at their institution.
- 2.3 The home institution will be responsible for all travel and visa arrangements for any of their faculty participating in the study abroad programmes and for arranging the payment of all other costs and expenses associated with the programme according to its individual policies.
- 2.4 Visiting faculty and staff will have the same rights and be subject to the same regulations as equivalent personnel in the host institutions to the extent permitted under applicable collective bargaining agreements.

3.0 Other Activity

- 3.1 Both institutions will consider the development of joint proposals for the conduct of research, service or entrepreneurial activities.
- 3.2 Both institutions will endeavour to include the other institution's web-page as a hypertext link (or hot link) from their home page or from related subpages.

Schedule 2 The Mapping Schedule

- 1.1 The purpose of this agreement is to provide smooth transition between the two academic programmes by;
 - (i) Identifying all required and equivalent courses for the relevant programmes at each institution, and,
 - (ii) Facilitating the recognition of prior certificated credit of the NECC Associate Degree and the admission for students who meet the agreed upon criteria
- 1.2 Each student who progresses to UWL will be registered as a student of UWL.
- 1.3 Each student who progresses will be subject to the academic regulations of the host institution whilst they are a registered student. The two institutions will be fully responsible for managing and administering their academic regulations with respect to their own academic programs.
2. **Programmes/Courses Included in this Agreement**
- 2.1 The NECC Associate Degree will be accepted toward the Bachelor's (Honours) Degree of named courses at UWL with advanced standing for prior certificated learning as indicated in this Schedule.
3. **Terms and Conditions of Progression:**
- 3.1 Students who graduate from a specific Associate Degree from NECC with cumulative grade point average (GPA) of 3.0 or higher will be eligible for admission into the complementary UWL's Bachelor's (Honours) Degree under the terms of this agreement.
- 3.2 The credits of the completed Associate Degree programme will be accepted by UWL as equivalent to 120 UK credits at level 4 of the Bachelors programme (named UK degree), with 2 years of study to be completed at UWL, successful completion of which will lead to the specified Bachelor's (Honours) Degree.
- 3.3 In all cases, students are considered on an individual case by case basis to determine the amount of advanced standing specified in this agreement.

NECC Program (associates)	University of West London Program (+2)
Criminal Justice	Criminology Criminology, Policing and Forensics Criminology with Law
Liberal Arts: Journalism/ Communication Option	Broadcast Journalism Broadcasting
General Studies: Art(Visual Communications Focus)	Graphic Design
General Studies Art (photography focus)	Photography
LA: Communications	Public Relations
General Studies: Music Option	Music Performance
Engineering Science (Civil/Environmental Focus)	Civil and Environmental Engineering
Accounting	Accounting and Finance
Business Management	Business Management
Business Transfer	Business courses