[MODEL] AGREEMENT FOR ARTICULATION

between

California State University, X

and

International Partner University, Foreign Country

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, X (collectively “CSUX”), and International Partner University, Foreign Country (“IPU”). CSUX and IPU are referred to collectively as the Parties.

This Agreement sets forth the terms and conditions pursuant to which the Parties agree to collaborate to provide a quality education to students in [foreign country] and assist them to successfully matriculate to CSUX through a "1+3 Program."

# INTRODUCTION

## CSUX is an accredited campus of the California State University, located in X, California, United States. CSUX’s College of Extended Learning ("ExL") offers an "Intensive English and University Pathway Program" ("IEP") which is designed to provide non-native English speaking students with the English language proficiency necessary for academic success at CSUX.

## IPU is an accredited [foreign country] university with the proper recognition of the [foreign country] Country Ministry of Higher Education, and desires to form a collaborative relationship with CSUX to provide liberal arts and general education courses to those students in [foreign country] who have been accepted by CSUX with conditional admission approval.

## IPU and CSUX hereby agree to form a collaborative relationship to enroll students in CSUX through a "1+3 Program." The "1+3 Program" is an academic collaborative program which allows students in [foreign country] to attend CSUX upon successful completion of a set of general education courses offered by IPU in [foreign country], which have been pre-approved and articulated by CSUX (in its entirety, the “Program”). Students shall be admitted to CSUX subject to earning a minimum high school GPA (see **Attachment A**) and a minimum grade point average at IPU; as well as satisfying the English proficiency requirement (see **Attachment B**) and all other requirements in accordance with CSUX admission requirements in existence at the time of a student’s application for admission to CSUX through the Program. It is further agreed that CSUX shall assist students to enroll at CSUX via the IEP program for the English proficiency requirement as outlined in **Attachment B**.

# REPRESENTATIONS AND WARRANTIES

## CSUX represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

## IPU represents and warrants that it:

###### is an educational entity in good standing in the country of [foreign country];

###### has the legal authority to enter into this Agreement; and

###### has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

# RESPONSIBILITIES OF IPU

## IPU shall maintain and offer liberal arts and general education courses pre-approved by CSUX to students who have been conditionally accepted to CSUX through the Program. (**Attachment C**). Any modification to **Attachment C** must be mutually agreed by the Parties in writing.

## IPU shall maintain academic records of all students in the Program and shall issue transcripts upon students’ request.

## IPU shall provide an equal level of academic rigor, standards and benefits to the students in the Program as it does to IPU's other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities and resources.

## AT NO TIME SHALL IPU:

######  Represent itself as a CSUX entity, partner, agent or representative.

######  Suggest to prospective students or students that they can come to the United States on a student visa with a primary purpose other than full-time study.

######  Make any false or misleading comparisons (or claims of association) between CSUX and any other educational institution.

######  Make any representation that CSUX is or is not associated with any other educational institution.

######  Facilitate applications for prospective students who do not satisfy or comply with CSUX admission requirements.

######  Offer any guarantees to prospective students or students about uncertainties such as whether they will be granted a student visa; whether they will be admitted to the Program; or the likelihood of obtaining financial aid or scholarships.

######  Give any promotional or other Program-related information that has not been approved in writing by CSUX to any student or prospective student.

######  Commit CSUX to accept any prospective student or student into the Program.

######  Undertake any advertising or promotional activity (including distributing or otherwise publishing any materials) about CSUX or the Program without CSUX's prior written consent.

######  Use any registered or unregistered California State University or CSUX Marks without prior written authorization from CSUX. "Marks" means logos, trademarks, service marks, designs, and other intellectual property that belong to, are owned by, are licensed to, or carry the name of CSUX and/or the California State University, or any other name protected by California Education Code section 89005.5, whether registered or not registered.

# RESPONSIBILITIES OF CSUX

## CSUX, through its Admission and Records office and ExL, shall review student applications and issue conditional acceptance to CSUX for undergraduate studies. Through ExL, CSUX shall review student applications for admissions to its IEP program and may work with IPU to coordinate administrative procedures to be performed in Foreign Country.

## Upon meeting the requirements of English language courses and general education courses offered by IPU, students shall then enroll into IEP and attend the appropriate level of IEP based on their individual IEP placement assessment. The English language admission requirement to CSUX shall be met upon a student’s successful completion of the IEP – University Bridge Level-A courses ("TOEFL Waiver"). CSUX will assure the conditionally accepted students’ eligibility to matriculate to CSUX without needing any further English requirements other than the conditions mutually agreed to herein or by addendum pursuant to **ARTICLE VII: Section 9.**

## CSUX shall grant and allow students to transfer up to thirty (30) academic semester (or equivalent term) units for all pre-approved academic courses completed by students with satisfactory grades from IPU, as described in **Attachment C**.

# FINANCIAL RESPONSIBILITIES

No monetary or other consideration will be exchanged between the Parties.

# DISCONTINUANCE OF THE PROGRAM

## This Agreement shall remain in force for five years from the date of signing. It may be terminated “at will” by either Party with thirty (30) days’ written notice.

## Should this Agreement expire or be terminated, both Parties agree to protect the interests of students in their current academic term. Prospective students and students issued conditional acceptance letters and/or currently enrolled in the Program shall be allowed to complete their education under the terms and conditions of this Agreement.

## Within thirty (30) days of expiration or termination of this Agreement, each Party shall return to the other Party all Program materials (including photocopies) provided by that other Party by registered mail or reputable international courier. Each Party shall then permanently destroy any electronic copies of the other Party's materials. It is the intent of this Agreement that upon expiration or termination, neither Party shall retain any of the other Party's Program materials, Program-related materials or proprietary information.

## Upon the expiration or termination of this Agreement, each Party shall immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending application(s). The expiration or termination of this Agreement does not affect any accrued rights or remedies of either Party.

# MISCELLANEOUS

## Compliance with [foreign country] Law. Compliance with the law of [foreign country] is the sole responsibility of IPU. IPU agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated herein.

## Non-Exclusive Agreement. This is a non-exclusive Agreement, and either Party may contract with third parties to provide other similar programs.

## No Agency or Partnership Relationship. It is expressly understood that no employee, agent, partner or representative of either Party is an employee, representative, partner or agent of the other Party:

###### Each Party performs under this Agreement as an independent contractor, and has no authority to represent or bind the other Party.

###### No Party’s employees are entitled to unemployment or workers’ compensation benefits from the other Party.

###### IPU shall require its Program staff and instructors to acknowledge in writing that (i) they are not employees, representatives, partners or agents of CSUX; (ii) they shall not represent themselves as such; and (iii) they have no authority to represent or bind CSUX.

## Assignment. IPU shall not assign this Agreement or any right or duty under this Agreement without the prior written consent of CSUX, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.

## Subcontracting. IPU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of CSUX, which may be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written agreement between IPU and the third party in question.

## No Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party’s name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by CSUX, its officers, employees or agents.

## No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create a legal right in any Program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

## Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

## Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

## Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

## Invalidity and Severability. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

## Choice of Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in (or with jurisdiction over) the County of [XXX], California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than the County of [XXX], California. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in (or with jurisdiction over) [XXX] County shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

# INDEMNIFICATION

## IPU shall defend, indemnify and hold harmless California State University and CSUX, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of IPU, its officers, subcontractors, assignees, appointees, agents, or employees.

## CSUX shall defend, indemnify and hold harmless IPU and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of CSUX, its officers, agents, or employees.

# NOTICES

All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

|  |  |
| --- | --- |
| To IPU: | [Name; Title][Address][Phone][e-mail] |
| To CSUX:  | [Name; Title][Campus Address][Campus Phone][Campus e-mail] |

Any changes to the above must be promptly provided in writing to the other Party.

# CONCLUSION

This Agreement shall be effective when signed by all signatories. **Signatures below indicate acceptance of the terms, conditions, and responsibilities contained herein and represent that the signatories are authorized to bind the respective Parties.**

|  |  |
| --- | --- |
| California State University, X | International Partner University  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Smith]**, President | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Jones]**, President  |
|  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |

**Attachment A**

ACCEPTABLE GRADE POINT AVERAGE

|  |  |  |
| --- | --- | --- |
| CATEGORY | ACCETABLE GRADE | REMARKS |
| Secondary School (High School)  | 3.00/”B”/80%/WU/4 |  |
| General Education (University) Courses | 2.40 or higher |  |

Secondary School minimum grade point average requirement of 3.00 is based on current publicized admission requirements. Exceptions to the grade point average may be considered on a case-by-case basis, in keeping with CSUX standards for admission requirements.

GPA CONVERSION CHART

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Traditional System | Description | New System | Converted Letter Grade | Grade Point Equivalent |
| Su | 90 - 100 | 1 | A+ | 4 |
| 2 | A |
| Wu | 80 -89 | 3 | B+ | 3 |
| 4 | B |
| Mi | 70 - 79 | 5 | C+ | 2 |
| 6 | C |
| Yang | 60 -69 | 7 | D+ | 1 |
| 8 | D |
| Ga | 0 - 59 | 9 | F | 0 |

**Attachment B**

CSUX ENGLISH LANGUAGE REQUIREMENT

In addition to meeting all the academic and financial requirements pursuant to the CSUX admission requirements in existence at the time of a student’s application for admission to CSUX:

1. Students who fulfill the existing CSUX English admission requirement; i.e., TOEFL score of 61 or IELT score of 5.5, may apply for direct admission to CSUX.
2. Students who apply through the Program and have completed English language preparation in [foreign country] offered by IPU may transfer to IEP. Upon arrival at CSUX, students will be given the standard IEP placement assessment:
	1. Students who place at the IEP – Academic Skill level 5 or greater will begin their English language study at IEP- University Bridge Level A. Upon successful completion of IEP University Bridge Level A, students will be matriculated in a degree program at the beginning of the next available term.
	2. Students who place below IEP- Academic Skill level 5 will be registered in an appropriate level of IEP – University Bridge Level and shall advance from level to level according to IEP’s level-advancement protocol (which is described at www.CSUX.....). Any student who achieves a TOEFL or IELT score that meets the CSUX English proficiency requirement, may matriculate in a CSUX degree program at the beginning of the next available term.

**Attachment C**

\*PROPOSED GENERAL EDUCATION COURSES

(Subject to final approval)

Semester 1

Mathematics / Pre-calculus (GE Math)

Earth Environment and Human Behavior (GE Science)

Understanding of the Universe (GE Science)

Understanding of Performing Arts and Theatre (GE Arts/Humanities)

Contemporary Sociology (GE Social Science)

15 units

Semester 2

Intro to Another Country’s Language and Literature (GE Arts and Humanities)

Understanding Philosophy (GE Compare Culture)

Economics and Society (GE Social Science)

Another Country’s History and Literature (GE Compare Culture)

Healthy Life (GE Lifelong Learning)

15 units

Total 30 units

\*SUBJECT TO CHANGE BY MUTUAL WRITTEN AGREEMENT

**Attachment D**

ACADEMIC YEAR

|  |  |
| --- | --- |
| ACADEMIC YEAR | PERIOD |
| YEAR 1 | March 2012– December 2012 |
| YEAR 2 | March 2013– December 2013 |
| YEAR 3 | March 2014– December 2014 |
| YEAR 4 | March 2015– December 2015 |
| YEAR 5 | March 2016– December 2016 |