

[logo of receiving institution]

[logo of sending institution]

Articulation Agreement

***[formal name of receiving institution] & [formal name of sending
institution]***

Articulation Agreement Between

[formal name of receiving institution] (“[name of receiving institution]” or the “University”) for and on behalf of its [formal name of faculty of engineering] (“[name of faculty of engineering]”), and its Engineering program and [name of sending institution] (the “College”) for and on behalf of its Engineering Technology program

1. Purpose

The purpose of this Agreement is to outline the terms and conditions for students wishing to pursue a [name of receiving institution] Bachelor of Applied Science in Engineering degree, building on [name of sending institution]'s eligible Engineering Technology advanced diploma program.

WHEREAS [name of receiving institution] and [name of sending institution] recognize and support the needs of those learners who wish to earn both an advanced diploma and a degree.

NOW THIS MEMORANDUM WITNESSES THAT [name of receiving institution] and [name of sending institution] agree to cooperate for the purpose of offering a pathway to degree completion.

2. Fees

- 2.1 Tuition fees will be paid by students directly to each institution at the time of attendance at the institution.

- 2.2 Non-academic fees will be paid by students directly to each institution at the time of attendance at the institution.

3. Academic and Non-Academic Regulations/Policies

- 3.1 Students will be subject to all academic and non-academic regulations/policies of the institution at which they are registered over the course of the separate advanced diploma and degree programs.
- 3.2 During the process of bridging from the College to [name of receiving institution], students will also be subject to all [name of faculty of engineering] academic regulations/ policies.

4. Application Process

- 4.1 Admission to [name of faculty of engineering] under this Agreement first requires students of the College to successfully complete (as defined in section 5.1) the Preparation Phase of the [name of faculty of engineering] advanced diploma to degree bridging pathway (hereafter the "Bridging Pathway").
 - (i) The Bridging Pathway is comprised of both a Preparation Phase and the Summer Bridge. The Preparation Phase is a part-time Non-Degree Academic Plan with conditions for matriculation into the [name of faculty of engineering] degree program for the Summer Bridge.
- 4.2 Students of the College seeking admission to the Bridging Pathway under this agreement must have either completed, or be currently enrolled in, the fourth semester of their eligible Engineering Technology advanced diploma program at the College, and have a minimum cumulative grade percentage of 70% at the time of application.
 - (i) Applications that do not meet the minimum grade requirements for admission to the Bridging Pathway will be referred to the Undergraduate Program Chair (or designate) for further review and consideration, in consultation with the

Associate Dean (Academic) who may waive the minimum grade requirements if they determine, in their sole discretion, that a student's application demonstrates that the student can nevertheless succeed in [name of faculty of engineering].

- 4.3 Applications must be submitted to [name of receiving institution] University's Undergraduate Admissions by August 1st of the academic year in which the student seeks admission to the Bridging Pathway. Applicants will indicate the specific eligible [name of faculty of engineering] discipline they are applying for.
- 4.4 A student's application to the Bridging Pathway **will not be considered complete unless** it includes the student's official transcript from the College, which must include the student's fourth semester grades, or third semester grades as well as a list of fourth semester courses in progress.
 - (i) These documents must be received by [name of receiving institution] no later than August 15th of the academic year in which the student seeks admission to the Bridging Pathway.
- 4.5 In conjunction with [name of receiving institution] Undergraduate Admissions, the [name of faculty of engineering] Undergraduate Program Chair (or designate) of the student's chosen Engineering Discipline and the [name of faculty of engineering] Associate Dean (Academic) will review applications, make admission decisions, and grant offers of admission by the end of August. Decisions regarding admission to the Bridging Pathway are in the sole discretion of [name of receiving institution] and are not subject to appeal. Successful applicants will be admitted to the Preparation Phase of the Bridging Pathway at [name of receiving institution] as part-time non-degree students and are required to successfully complete the Preparation Phase before matriculating to the Engineering Degree Program to complete the Summer Bridge.

5. Preparation Phase

- 5.1 Successful completion of the Preparation Phase requires:

- (i) Successful graduation from the College's Engineering Technology Program with a minimum Cumulative Grade Point Average of 2.7 (70%).
- (ii) Completion of the Preparation Phase Courses specified in Appendix A with a minimum grade of 2.7 (70%) in each course.

5.2 Upon successful completion of the Preparation Phase, students will receive the number of transfer credit units towards the curriculum of their chosen discipline in the [name of faculty of engineering] program as outlined in Appendix B, and the equivalent Academic Units (AUs) as outlined in Appendix C.

- (i) To be eligible for each specific [name of receiving institution] course transfer credit units, students must have received a minimum grade of 2.7 (70%) in each of the College's courses that compose the [name of receiving institution] course transfer credit, as outlined in Appendix B.
- (ii) Following successful completion of the Preparation Phase, students are eligible to enroll in Summer Bridge Courses.

5.3 If a student does not successfully complete the Preparation Phase requirements, their eligibility for admission will be referred to the Associate Dean (Academic) for review. This may result in the student being deemed ineligible for admission into the Summer Bridge or being admitted into the Summer Bridge with conditions specified by the Associate Dean (Academic).

5.4 The following documentation must be received by [name of receiving institution] by June 15th of the year in which the student successfully completed the Preparation Phase:

- (i) The student's official transcript from the College, showing final grades and advanced diploma granted.
- (ii) The student's official transcripts showing final grades of any Preparation Phase Courses taken outside of [name of receiving institution] (if applicable).
- (iii) Any other required documentation as specified by [name of receiving institution] Undergraduate Admissions.

6. Summer Bridge

- 6.1 Upon successful completion of the Preparation Phase requirements and the timely submission of the documentation required (Section 5.4), students will matriculate into their chosen Engineering discipline program, for which they are eligible, on a full-time basis. In the Summer Term following the completion of Preparation Phase, students complete the Summer Bridge.
- 6.2 All existing [name of receiving institution] and [name of faculty of engineering] policies, including academic probation policy, apply to students in the Summer Bridge.

7. Academic Progression

- 7.1 An Academic Standing Assessment will occur after the completion of the Summer Bridge.
- (i) Students who have obtained a cumulative grade percentage above 60% progress into fall semester engineering courses. Students will be required to complete the remaining curriculum of their chosen discipline in [name of faculty of engineering] according to a progression plan to be supported by the Undergraduate Program Chair (or designate).
 - (ii) Students who have obtained a cumulative grade percentage between 50% and 60%, at the time of their Academic Standing Assessment, will be placed on Academic Probation for the next academic session. Students placed on academic probation will be required to follow a special program specified by the Associate Dean (Academic) in consultation with the Undergraduate Chair for the academic plan in which the student is registered. Students who are placed on academic probation and have not passed a Summer Bridge Course will be required to pass the course during the next available session.
 - (iii) Students who have obtained a cumulative grade percentage below 50%, at the time of their Academic Standing Assessment, will be required to withdraw from

the program with an opportunity to be considered for readmission after one year.

8. Accreditation & Curriculum Changes

- 8.1 This is a pathway into an accredited engineering program. Therefore, on an annual basis, the College will provide the [name of faculty of engineering] Undergraduate Program Chair with the course syllabi for courses listed in Appendix B. Any changes to the delivery of these courses require notice being given to [name of receiving institution] as soon as possible. [name of receiving institution] reserves the right to amend Appendix B in the event any such changes are made, or to improve the bridging pathway.
- 8.2 On an annual basis, the College will also provide the [name of faculty of engineering] Undergraduate Program Chair with a list of the program's courses that indicates the name and engineering license status of each course instructor.
- 8.3 Any additional accreditation requirements that must be met by the College shall be set out in Appendix D.

9. General Matters

- 9.1 To facilitate mutually agreed upon changes in a timely fashion, each of the parties agrees to communicate with the other party about possible or anticipated changes to the program/ plan.
- 9.2 Collaborative marketing and promotion of the program is encouraged by both parties. Joint approval by both parties of marketing content, press releases, logos, etc. in print or electronic media is required prior to the release or publication of any promotional materials.

10. Duration of Agreement

- 10.1 This Agreement will come into effect on the date it is fully executed by both parties

and, subject to 10.3 and 10.4 below, shall remain in effect until [6 years from signing date - add specific calendar date] (the "Term"), at which point it shall terminate.

- 10.2 This Agreement will be reviewed by the parties on an as-needed basis during its Term, but it is agreed that this Agreement, including its appendices, may be changed during its Term only by a written amendment signed by authorized representatives of each party.
- 10.3 This Agreement may be terminated during its Term by either party by the party wishing to terminate providing the other party with a minimum of three (3) months' written notice of its intention to do so, or by mutual written agreement of the parties.
- 10.4 If the Agreement is terminated during its Term, provision must be made by both institutions to allow students who are already enrolled at [name of receiving institution] on the effective date of termination to complete the program.

11. Indemnification

Each party (the "Indemnifying Party") shall indemnify and save harmless the other party and the other party's governors, trustees, directors, officers, employees, agents, volunteers and students (collectively, the "Indemnified Parties") from and against all claims, losses, damages, liabilities, demands, judgments, causes of action, legal proceedings, penalties, costs, expenses, actions and other proceedings (including all reasonable legal and other professional fees and disbursements incurred in connection with any of the foregoing) suffered by, brought against or incurred by any of the Indemnified Parties to the extent attributable to or arising out of: (i) any negligent or wrongful act or omission of the Indemnifying Party or any director, officer, employee, agent, student or volunteer of the Indemnifying Party arising in connection with this Agreement; (ii) any bodily injury to or death of a person or damage to or loss of property caused by any negligent or wrongful act or omission on the part of the Indemnifying Party or any director, officer, employee, student, agent or volunteer of the Indemnifying Party arising in connection with this Agreement; or (iii) any breach, violation or non-performance by the Indemnifying Party of any term, condition, representation, warranty or covenant contained in this Agreement.

12. Insurance

Each Party will maintain comprehensive third-party liability insurance and professional liability insurance, each in the amount of not less than CAD\$5,000,000, covering claims brought against it or any of its officers, directors, employees, students, volunteers, and agents, as applicable, for legal liability caused by any negligent act or omission of any of them that occurs in connection with the insured's obligations under this Agreement. Such coverage shall not be cancelled or materially altered without 30 days' prior notice to the other Party. Each Party shall provide to the other Party a Certificate of Insurance naming the other Party as an additional insured on the insured's third-party liability insurance but only with respect to this Agreement.

13. Dispute Resolution

In the event of any dispute or difference arising between the parties related to the construction or interpretation of any provision of this Agreement, or, in any way related to this Agreement, the Parties shall address such dispute or difference through good faith consultations between the respective representatives of each Party. If such consultations do not result in resolution, the parties shall refer the issue to the next senior level in their respective organization for additional consultation. Neither Party will refer the matter to a court or other formal adjudicative process unless and until such consultations have been exhausted.

14. Governing Law

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the parties irrevocably attorn to exclusive jurisdiction of the courts of that province.

15. Interpretation

15.1 The parties acknowledge and agree that the language used in this Agreement shall

be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted; and,

15.2 The parties acknowledge and agree that all headings used in the text of this Agreement are for ease of reference only and the parties specifically intend and agree that the headings shall not be used for the purposes of interpretation of the Agreement.

16. Complete Agreement

16.1 This Agreement and its Appendices constitute the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

16.2 The Parties agree that if any provision of this Agreement is, becomes, or is deemed to be, invalid, illegal or unenforceable, by the final and unappealable order, decree or judgment of any court of competent jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF **[formal name of receiving institution]** has caused this Agreement to be executed on its behalf, in the City of **[city of receiving institution]**, Ontario;

Per:

**[Name of Provost and Vice-Principal
(Academic)]**
Provost and Vice-Principal (Academic)
[formal name of receiving institution]

[Name of Dean of Engineering]
Dean, **[name of faculty of engineering]**
[formal name of receiving institution]

DATE

DATE

IN WITNESS WHEREOF **[name of sending institution]**, has caused this Agreement to be executed on its behalf, in the City of **[city of sending institution]**, Ontario;

Per:

[INSERT NAME]
[INSERT TITLE]
[INSTITUTION]

[INSERT NAME]
[INSERT TITLE]
[INSTITUTION]

DATE

DATE

Appendix A (shown as an example)

Preparatory Phase Courses

[name of sending institution] Civil Engineering Technology to [name of receiving institution] Civil Engineering Bridging Pathway

- (i) A course that is equivalent to [course code – course name].
- (ii) A course that is equivalent to [course code – course name].

[name of sending institution] Mechanical Engineering Technology to [name of receiving institution] Mechanical Engineering Bridging Pathway

- (i) A course that is equivalent to [course code – course name].
- (ii) A course that is equivalent to [course code – course name].

Eligibility for a cross-discipline advanced diploma to degree pathway will be assessed on a case-by-case basis.

Appendix D

Accreditation

[name of sending institution] Civil Engineering Technology to [name of receiving institution] Civil Engineering Bridging Pathway

Not applicable.

[name of sending institution] Mechanical Engineering Technology to [name of receiving institution] Mechanical Engineering Bridging Pathway

Not applicable.