Memorandum of Agreement (Schedule 2)

THIS ARTICULATION AGREEMENT is made this day 6 of June 2013 between Bath Spa University (BSU) whose principal office is at Newton Park, Newton St Loe, Bath BA2 9BN, And Santa Monica College (SMC) whose principal offices are at; Santa Monica Community College District, 1900 Pico Boulevard, Santa Monica, CA 90405-1628.

Santa Monica College and Bath Spa University have a common purpose in the development and dissemination of knowledge and the provision of service to their respective communities. These two institutions have decided that they will enter into a cooperative arrangement in order to better discharge their institutional objectives.

Progression Agreement

Statement of Purpose

This progression agreement has been established between Santa Monica College and the Bath Spa University, Bath England. This agreement was developed with the intent of facilitating the success of students at Santa Monica College and Bath Spa University as well as the transfer of course credits between the two partner institutions.

Students completing the described course programmes, in accordance with the minimum standards as set in this agreement, will be admitted to the complementary Degree programme at Bath Spa University and will matriculate fully into a complementary programme for two additional years at Bath Spa University.
1. **Transfer Arrangements**

1.1 The two institutions will seek to develop arrangements for Progression Arrangements over the period of this Memorandum.

1.2 The two institutions will promote their individual Progression Arrangements to each institution.

1.3 Progression Arrangement students will study for a minimum of one year at BSU.

1.4 SMC agrees to advise students on the courses needed to transfer onto the BA (Honours) Bachelors programme with advanced standing.

1.5 BSU agrees to accept applications for admission to BA (Honours) Bachelors programme with advanced standing.

1.6 Each student shall be responsible for their tuition fees payable to BSU. Each student shall be responsible for all other expenses at BSU and the visited country.

1.7 Each student who partakes in the articulated programmes will be subject to the academic regulations of BSU whilst they are a registered student. The two institutions will be fully responsible for managing and administering their own published regulations whilst students are studying at each other's campus.

1.8 SMC will provide academic transcripts and other relevant certification to BSU in a timely manner.

1.9 Further, the purpose of this agreement is to provide smooth transition between the two institutions by;

(i) Facilitating credit transfer and admission to BSU for students who meet the agreed upon criteria.

2. **Participants**

2.1 This agreement has been entered into by Santa Monica College and Bath Spa University, Bath, England.
3. **Programmes/Courses Included in this Agreement**

3.1 The Santa Monica College articulated courses will be accepted toward the BA Bachelor (Honours) of named courses at Bath Spa University with advanced standing where indicated in appendix A.

3.2 All coursework included in the specific Liberal Arts Programme associate degrees will be accepted and applied towards required coursework for the first year of programming in the complimentary Bachelors programme at Bath Spa University.

3.3 Appendix A will be reviewed as and when necessary or at point of re approval by each institution.

3.4 See appendix A for a list of programmes

4. **Terms and Conditions of Transfer:**

4.1 Students who complete the specified coursework outlined in Appendix A with a cumulative grade point average (GPA) of 3.0 or higher will be guaranteed admission into the complimentary Bath Spa major under the terms of this agreement.

4.2 In addition, the credits of the completed articulated courses will be accepted by Bath Spa University as equivalent to 120 UK credits at level 4 of the Bachelors programme and be applied to the first year of modules within the major (named UK degree), with 2 years of coursework to be completed at Bath Spa University.

5. **Communications and Advising**

5.1 Communication and advising is central to effective transfer/progression. Recognizing this: It is agreed that the Parties may advertise that SMC students may individually apply to BSU after the appropriate years' of study at SMC for entry to the appropriate level of the BSU Programmes under the agreed progression arrangement.

5.2 Until a curriculum mapping has been undertaken by both Parties, neither Party will advertise that SMC students will have a right to transfer from the SMC programmes to programmes at BSU as indicated in Appendix A.

5.3 The use of either party's logo, marks and crests must comply with the policies for the time being of the institution and may not be used in any circumstances without the prior written approval of the other.
5.4 BSU will supply publicity material including brochures, course information, posters and prospectuses in order for ONLY to promote the University on its campuses in the USA.

5.5 BSU will supply application forms, guidance on entry qualifications and other documentation necessary for the efficient counselling of students.

5.6 BSU will provide briefing materials concerned with regard to specific schools, details of academic programmes, living and accommodation costs and background information concerning BSU and surrounding areas.

5.7 BSU will reimburse SMC for local advertising, where the Director of International Relations Office has specifically requested, to place the adverts on its behalf and the adverts have been approved, in writing, by the Head of Marketing and Communications of the University. Except where BSU has requested local advertising to be commissioned, SMC will be responsible for the costs of its own local advertising.

5.8 SMC will actively promote and publicise BSU to potential students, parents and sponsors. BSU and SMC agree to notify each other promptly, in writing, of substantive changes in curricula that might affect the Agreement.

6. Intellectual Property

6.1 All documents, learning materials, assessments and any other papers produced by each Party will be deemed to belong to that Party. The Parties will respect each other's IPR and will use best endeavors to preserve the other's rights.

6.2 Where documents, learning materials etc are produced jointly then the IPR will be shared and neither party may copy, use, lend or assign any rights to those materials/documents without the other's consent (such consent not to be unreasonably withheld).

7. Financial

7.1 It is agreed that BSU will collect the tuition fees in Sterling from students transferring. Admission will be subject to students paying the full tuition fee prior to receiving the required institutional letter for visa purposes. The full tuition fees to be collected from the students entering either the BSU or SMC programmes is published annually.
7.2 BSU will make a Commission Payment for the first year of the student’s visa to study at BSU only. The rate of the Commission Payment will vary as follows dependent upon the total number of students recruited under this Agreement per Academic Year:

0-99 students - 10% of the full tuition fee for each student;
100 students or more - 15% of the full tuition fee for each student.

8. Implementation and Length of Agreement

8.1 Bath Spa University and Santa Monica College agree that this Agreement becomes effective on June 3rd 2013 and is applicable to eligible students in the next semester of enrolment.

8.2 This agreement will remain in effect for 5 years from the date above unless terminated or amended by either party with prior written notice.

8.3 This Agreement does not preclude either college or University from entering into similar agreements with other institutions of higher education.

9. Termination

9.1 In the event that either party breaches the agreement and, having received notice of its failure to remedy the situation within 30 days then the agreement can either be terminated forthwith or suspended until the party not in default is satisfied that the breaches have been remedied.
Authorised Signatures of Appropriate Institutional Leaders and Representatives

The relevant programme coordinator and/or academic department chair of each institution shall be responsible for implementing this agreement, for identifying and incorporating any changes into subsequent agreements, and for conducting a periodic review of this agreement every five years.

EXECUTED as an agreement by the Parties:

Authorised Signatures:

Dr Chui L Tsang
Superintendent / President
Santa Monica College

Professor C Slade
Vice Chancellor
Bath Spa University
Appendix A

Major (Single awards)

<table>
<thead>
<tr>
<th>Santa Monica College</th>
<th>Bath Spa University</th>
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</thead>
<tbody>
<tr>
<td>60 transferable semester units to include</td>
<td>BA (Honours) Degree</td>
</tr>
<tr>
<td>IGETC/CSUGE subject area + agreed Major</td>
<td></td>
</tr>
<tr>
<td>Course requirements*</td>
<td></td>
</tr>
<tr>
<td>• Business 1 and 5</td>
<td>Level 5 entry to Business and Management</td>
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<tr>
<td>• Economics 1 and 2</td>
<td>(Pathways inc International Business)</td>
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<tr>
<td>• CIS 1 or 4</td>
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<tr>
<td>• Math 28</td>
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<tr>
<td>• Business 50: required for International</td>
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<tr>
<td>Business degree; highly recommended</td>
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<tr>
<td>for Business and Management degree</td>
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