

AGREEMENT FOR OUTBOUND ARTICULATION

B E T W E E N:

**THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY
AND ADVANCED LEARNING**

205 Humber College Boulevard, Toronto, Ontario M9W 5L7

hereinafter referred to as "**Humber**" of the first part.

-and-

UNIVERSITY OF THE INCARNATE WORD

4301 Broadway, San Antonio, Texas 78209

hereinafter referred to as "**UIW** ", of the second part;

THIS AGREEMENT made this May 1, 2018

THIS AGREEMENT (the “**Agreement**”) dated **May 1, 2018** (the “**Effective Date**”)

B E T W E E N:

**THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY
AND ADVANCED LEARNING**

(hereinafter referred to as the “**Humber**”)

-and-

UNIVERSITY OF THE INCARNATE WORD

(hereinafter referred to as the “**UIW**”)

RECITALS:

- A.** The Humber College Institute of Technology and Advanced Learning (“**Humber**”) is a Post-Secondary Institution as governed by the *Ontario Colleges of Applied Arts and Technology Act, 2002* (Ontario).
- B.** The University of the Incarnate Word is a Post-Secondary Institution as governed by Southern Association of Colleges and Schools (SACS).
- C.** Humber and UIW desire to collaborate on the development of an Outbound Articulation agreement to facilitate educational opportunities in applied higher education.
- D.** Humber and UIW (together, the “**Parties**” and each a “**Party**”) wish to enter into Agreement to meet growing demands for student mobility and shall be arranged from time to time in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, it is agreed by and between the Parties:

1.0 Intent of the Agreement

- a) To facilitate the transfer of students from Humber with appropriate prerequisite qualifications and grades for advanced standing into the stated academic program at UIW in the Master of Business Administration (MBA) (the “**Program**”).
- b) Applicants who meet the requirements outlined in Section 2.0 may be eligible for admission to the Program with block transfer of twelve (12) credit hours, provided all other entrance criteria are met and space remains available in the Program.

- c) Students will be required to complete the remaining eighteen (18) credit hours at UIW for Program completion. A total of thirty (30) credit hours is required for graduation.

2.0 Admission

- a) Applicants will be considered for acceptance into the Program based on requirements set forth in the UIW Graduate Bulletin for international students. Non-Canadian citizens, enrolled at Humber College, may be required to adhere to the following English Proficiency criteria:
 - 2.a.1 Language requirement: students will have obtained the following English requirement before starting the Program:
 - 2.a.1.1 TOEFL iBT score of 83;
 - 2.a.1.2 IELTS score of 6.5;
 - 2.a.1.3 Cambridge English Advanced Certificate in Advanced English (CAE) score of Level C1.
 - 2.a.2 Course Requirement: Applicants will have successfully completed the agreed upon programs at Humber before enrolling in the Program.
 - 2.a.3 Grade Point Average (GPA) Requirement: Applicants shall meet the GPA requirements set forth in the UIW Graduate Bulletin (2.5 or better out of a 4.0 grading scale). As per the conversation scale, Humber College students are required to have a minimum of 70% or higher.
 - 2.a.4 Official Transcript Requirement: Official academic transcripts are to be submitted along with the international student application and supporting documents in order to determine their acceptance.
 - 2.a.5 Admission Requirements: Applicants will be required to submit proof of completion of a Bachelors degree from an accredited college/university.
- b) UIW will be solely responsible for the admission and enrolment of qualifying applicants into the Program.

3.0 Program Details

- a) Applicants have the option to apply for a General Masters of Business Administration (MBA) or an MBA with a specific concentration including Human Resource Management, Data Analytics or Asset Management
- b) The program planning guide is attached hereto as "Appendix A".

4.0 Term

This Agreement shall be effective for a period of five (5) years commencing on the May 1, 2018 and ending on April 30 2023.

5.0 Termination

- a) Either Party may, terminate this Agreement without cause, by providing one (1) year written notice of termination. Any Student enrolled in the Program at the time such notice of termination is given shall be entitled to complete the Program

pursuant to the terms and conditions of this Agreement and in compliance with both Parties Academic Regulations.

- b) Either Party may terminate this Agreement by providing written notice of termination on the occurrence of a breach of this Agreement by the other Party that continues for more than ten (10) days after written notice of such breach is given to the defaulting Party by the Party not in default.

6.0 Articulation Program Review

- a) Both institutions will be responsible for an annual review of the Articulation throughout the term of the Agreement.
- b) The annual review shall include marketing and advertising commitments in relationship to this Agreement.
- c) UIW will be asked to participate in an annual survey in relation to this Agreement, attached hereto as Appendix B (“Appendix B”).
- d) Notice regarding annual review may be addressed to:

6.d.1 if to Humber at: 205 Humber College Blvd.
Toronto, ON M9W 5L7
Melinda Kao, Program Articulation and
Development Consultant
melinda.kao@humber.ca

6.d.2 if to UIW at: 4301 Broadway
San Antonio, TX 78209
Marcos Fragoso, Vice President,
International Affairs
fragoso@uixtx.edu

7.0 Privacy

The Parties shall comply with all privacy legislation which is now, or at any time become applicable to the Parties, including the *Freedom of Information and Protection of Privacy Act* (Ontario) (“FIPPA”). Both Parties acknowledge that all records that are collected, created, used, disclosed, and disposed of by the parties under this Agreement are subject to the disclosure provisions of FIPPA.

8.0 Accreditation/Approval

Both programs hold respective accreditation/approval in their jurisdiction. Therefore, this agreement does not change the assessment model and expectations for program completion at either Humber or UIW.

9.0 Expenses

The Parties hereto agree that there shall be no remuneration, costs or expenses paid by one Party to the other hereunder, save and except those expressly disclosed in the Agreement.

10.0 No Third Party Beneficiary

This Agreement is solely for the benefit of the Parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this Agreement.

11.0 Force Majeure

Delay in, or failure of a Party to carry out the duties, undertaking or obligations imposed on the Party pursuant to this Agreement shall not be deemed to be a breach under this Agreement if such delay or failure results from circumstances and conditions beyond the control of the Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will substantially delay such fulfillment (“**Force Majeure**”). The party alleging Force Majeure shall take reasonable action and undertake necessary measures to resume as soon as possible any of its obligations under this Agreement. Each Party shall provide notice of a Force Majeure to the other Party immediately in accordance with the notice provision in section 16.0.

12.0 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral.

13.0 Amendment

This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

14.0 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the applicable jurisdiction wherein the matter arises.

15.0 Dispute Resolution

Within seven (7) business days of one party receiving a Dispute Notice from the other, an appointed senior official of each party will meet and make reasonable good faith efforts to resolve the Dispute by amicable negotiation. The negotiations of the parties under this section will be without prejudice in any subsequent proceeding regarding the Dispute.

Where any dispute arising out of or relating to this Agreement cannot be resolved, the first party shall be entitled to submit the dispute to arbitration in accordance with the provisions of *The Arbitration Act* (Ontario) and all parties agree to cause such arbitration to be conducted in a proper and expeditious manner in accordance with the provisions of *The Arbitration Act* (Ontario) and any determination made as a result of those

proceedings, including the awarding of any costs pursuant thereto, shall be conclusive and binding on the parties hereto for the purpose of this Agreement.

16.0 Notice

a) Any notice, demand or other communication (in this Section, a “**Notice**”) required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below, sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail, sent by facsimile transmission, with confirmation of transmission by the transmitting equipment (in this Section, a “**Transmission**”); or sent by email:

i) if to Humber at: 205 Humber College Blvd.
Toronto, Ontario M9W 5L7
Attention: Tracy Fattore, Associate Vice President,
Administrative Services
tracy.fattore@humber.ca

ii) if to the UIW at: 4301 Broadway
San Antonio, Texas 78209
Attention: Marcos Fragoso, Vice President
International Affairs
fragoso@uiwtx.edu

b) Any Party may change its address for Notice by giving Notice to the other Parties.

17.0 Indemnity

a) Both Parties hereby indemnify and save harmless the other Party, and its governors, officers, employees, agents and other representatives, from all liability, all manner of actions, causes of actions, suits, claims, demands and costs whatsoever arising from the actions of the other Party, and its governors, officers, employees, agents and other representatives, in connection with this Agreement.

b) Neither Party shall be liable to the other for any special, incidental, exemplary, punitive or consequential loss or damages, even if a Party has advised of the possibility of such loss or damage in advance.

18.0 Assignment

Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any person without the prior written consent of the other Party.

19.0 Successors

This Agreement is binding on, and ensures to the benefit of, the Parties and their successors and permitted assigns.

20.0 Further Assurances

Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.


21.0 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

(Signature page to follow)

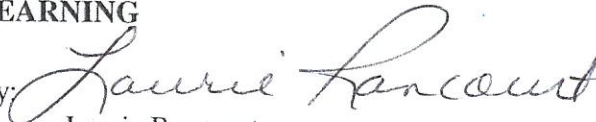
IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

**UNIVERSITY OF THE INCARNATE
WORD**

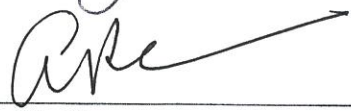
By: 
Marcos Fragoso
Vice President, International Affairs

Date: May 9, 2018

**THE HUMBER COLLEGE INSTITUTE OF
TECHNOLOGY AND ADVANCED
LEARNING**

By: 
Laurie Rancourt
Senior Vice President, Academic

Date: May 14, 2018

By: 
Alister Mathieson
Vice President, Advancement and
External Affairs

Date: May 29/18

Appendix A

UNIVERSITY OF INCARNATE WORD UIW and Humber Graduate Business Articulation Agreement

Humber Graduate Certificate Programs & UIW Graduate Course Equivalencies

The following tables identifies Humber and UIW graduate business course equivalencies. Humber graduate students who are currently enrolled, or who have graduated, in the specific graduate certificate programs (i.e., Global Business Management, HR Management, etc.) will be able to transfer the specific Humber courses, as specified within each individual table, to UIW's MBA program.

As stated on this Agreement (page 3; Section 3.0), candidates may choose to enroll in a UIW general Master of Business Administration (MBA) or choose a concentration within the MBA program. Furthermore, candidates for a post-baccalaureate degree will graduate upon completion of the program requirements stated in the UIW catalog/bulletin in effect at the time of their admission to the program.

Humber – Global Business Management	UIW Graduate Courses
1) ACCT 5507 Managerial Accounting & Finance	1) ACCT 6311 Managerial Accounting
2) ECON 5015 Managerial Economics	2)ECON 6311 Managerial Economics
3) MKTG 5514 Global Marketing Management	3)BMKT 6311 Marketing Management
4) RSMT 5001 Business Research Methods	4)BMGT 6340 Business Research and Analysis
5) BUS 5571 Global Business Strategy	5)BINT 6311 International Business Management

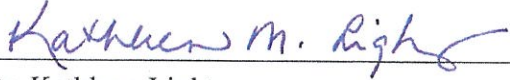
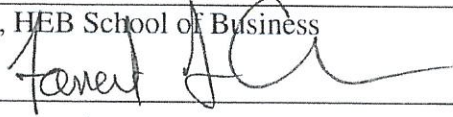
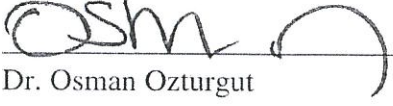
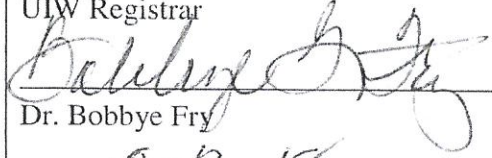
*Note: As per the UIW graduate bulletin, a maximum of twelve (12) credit hours may be transferred.

Humber – Human Resource Management	UIW Graduate Courses
1) HRM 5003 Human Resource Management	1)BMGT 6311 Human Resource Management
2) HRM 5500 HRM Management Finance	2)BFIN 6320 Financial Management
3) HRM 5505 Business Project	3)BINT 6311 International Business Management
4) HRM 5004 Compensation	4)ACCT 6311 Managerial Accounting

Humber – Public Relations	UIW Graduate Courses
1) PRC 5008 Marketing Communications for PR	1)BMKT 6311 Marketing Management
2) PRC 5504 Research for Public Relations	2)BMGT 6340 Business Research and Analysis
3) PRC 5509 Public Relations in the Workplace	3)BMGT 6311 Human Resource Management
4) PRC 5503 Communicating CSR & Sustainability	4)ACCT 6311 Managerial Accounting

Humber – International Development	UIW Graduate Courses
1) BUS 5015 Management Information Systems	1) BINF 6315 Information Systems Seminar
2) FIN 5502 Financial Management	2)BFIN 6320 Financial Management
3) BUS 5501 Issues in International Development	3)BINT 6311 International Business
4) BUS 5014 Project Design and Planning	4)BMGT 6380 Quantitative Methods in Business

The agreement has been reviewed and approved by the following UIW representatives:

Provost  Dr. Kathleen Light Date: <u>4/30/2018</u>	Dean, HEB School of Business  Dr. Forrest Aven Date: <u>4/30/18</u>
Dean, Graduate Programs  Dr. Osman Ozturgut Date: <u>4/30/2018</u>	UIW Registrar  Dr. Bobbye Fry Date: <u>5-7-18</u>

Appendix B - Student Transfer Activity Survey

To our Post-Secondary Partners:

As part of our ongoing commitment to ensure the success of our outbound transfer agreements, we are requesting feedback from our institutional partners in relation to Humber student activity levels during their studies at your institution. This brief survey, to be undertaken on an annual basis, will help Humber and its partners to expand and review transfer pathways that respond to student needs and support their success.

Humber is committed to respecting your privacy and protecting your personal information. In accordance with Section 39(2) of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, this is to advise you that your personal information is collected under the legal authority of the Ontario Colleges of Applied Arts and Technology Act, 2002, and may be used and/or disclosed for administrative, statistical and/or research purposes of the college and/or ministries and agencies of the Government of Ontario and the Government of Canada. If you have any questions about the collection, use and disclosure of your personal information by the college, please contact the Associate Vice President, Administrative Services, 205 Humber College Boulevard, Toronto, ON M9W 5L7. 416.675.6622.

Name of Institution: _____

1. Number of students who have identified as previously studying at Humber College and who enrolled at your institution for all semesters in the 2015-16 academic year.
 - 0 students
 - 1-10 students
 - 11-20 students
 - 21+ students
 - Undetermined

2. In the past 5 years, which programs have the Humber transfer students enrolled in at your institution?

3. Please share any success stories related to Humber transfer students. (web links, articles, pictures, and/or anecdotes are appreciated.)

4. Do you have any other feedback for us?

Thank you.