

**Memorandum of Understanding (Short Form)
Preliminary Acceptance Agreement**

**Between
NORTH ISLAND COLLEGE ("NIC")
And
ROSEDALE ACADEMY ("RA")**

RA and NIC recognize the value of establishing networks among higher education institutions collaboratively advocating for quality education programs globally. This memorandum reflects the desire of both institutions to foster national, regional and international cooperation in educational pursuits.

The Agreement has been created with the objectives to facilitate the admission of qualified students from RA's OSSD program to NIC's degree programs, and to promote NIC's programs to interested students at RA.

1. NIC will recognize the academic preparation provided by RA and accept graduates of RA's OSSD program who have successfully completed ENG4U - Grade 12 English, with a minimum average of 65% as having satisfied the English language proficiency requirements for direct admission to undergraduate programs at NIC that requires BC's Grade 12 English with a minimum of 70%. As such, these graduates will not be required to produce an English language test score such as TOEFL, IELTS, or CAEL. NIC may require higher minimum average percentage for some of its courses/programs, and encourages applicants to confirm before application.
2. All incoming applications are subject to evaluation in accordance with NIC's admission procedures. Students who successfully complete their Ontario Secondary School Diploma with a minimum academic average as described in NIC's program admission requirements, will be guaranteed direct admission into NIC's undergraduate programs. Specific academic and program requirements are detailed at: www.nic.bc.ca/international
3. Students enrolled at RA who meet all other admissions requirements for NIC's undergraduate program to which they have applied will be issued a Conditional Letter of Invitation after submitting the online application form, application fees and their academic transcripts.
4. NIC will share with RA the summary information on the performance of RA graduates (including GPA average and enrollment status) upon request of RA.
5. Both institutions agree to act in accordance with the Freedom of Information and Protection of Privacy Act and share the applicant/student's personal and academic information to facilitate applicant/student admissions, enrollment, and academic success.
6. Each institution will make a reasonable effort for ongoing familiarization of staff and programs through school visits and networking.

7. This Agreement shall commence on the date signed and at the end of each 36 month term the Agreement shall automatically renew for a successive one year term unless one of the institutions terminates the Agreement as specified in section 7 and 8 herein, or the institutions agree in writing to enter into a new Agreement and do enter into a new Agreement.
8. If RA's accreditation with Ministry of Ontario expires, these terms of acceptance will become null and void.
9. Without prejudice, either party has the right to terminate this Agreement without cause, by providing notice in writing, a minimum of thirty (30) days in advance. The termination will not give the institutions the right to claim any type of compensation. Notwithstanding termination, committed activities already in progress will continue as long as previously committed resources are available. Students already participating in activities initiated prior to notice of termination will maintain their rights under this Agreement within the limits of the resources available.
10. RA indemnifies and saves harmless the NIC, the NIC's officers, employees and agents against any and all liability, loss, damage, cost or expense which the NIC may sustain, incur, suffer or be required to pay by reason of RA's breach of this Agreement or act or omission in the performance of the Services.
11. The NIC indemnifies and saves harmless RA, its officers, employees and agents against any and all liability, loss, damage, cost or expense which RA may sustain, incur, suffer or be required to pay by reason of the NIC's breach of this Agreement or act or omission in the performance of the Services.

Force Majeure

Parties here to will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other clause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money that is due under this agreement shall become forthwith due and payable.



Signature

Feb 02, 2020

Date

Michelle Cui
Managing Director
Rosedale Academy



Signature

Feb 24, 2020

Date

Mark Herringer
Executive Director
North Island College