

Memorandum of Understanding (Short Form) Academic Pathway Agreement

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

RA and NIC recognize the value of establishing networks among higher education institutions and 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 English language program to NIC's degree programs, and to promote NIC's programs to interested students at RA.

The following components comprise the agreement and may be subject to review as mutually determined by the parties:

1. NIC will recognize the academic preparation provided by RA and accept graduates upon the successful completion of RA's EAP Program Level 4 (minimum 50%), equivalent to IELTS 6.0 as having satisfied the English language proficiency requirements for direct admission to NIC's programs that require IELTS 6.0 overall with no band below 5.5. As such, a graduate of RA's EAP Program will not be required to produce an English language test score such as TOEFL, IELTS or CAEL.

Type of Program	Explanation (any exception etc.)	IELTS Requirement	Rosedale EAP Level
Diploma (or Certificate)		IELTS 6.0 with no band less than 5.5	Level 4
Bachelor's Degree		IELTS 6.0 with no band less than 5.5	Level 4
Post-graduate Certificate/Diploma	Only during Selective Admission. Otherwise same IELTS level as undergraduate programs	IELTS 6.5 with no band less than 6.0	Level 5

2. Some programs at NIC may require higher IELTS due to selective admission criteria. RA's EAP Program Level 5 (minimum 50%) will be required for admission at IELTS 6.5 overall with no band below 6.0, or higher.

- 3. All incoming applications are subject to evaluation in accordance with NIC's admission procedures. Academic and Program requirements are detailed at: www.nic.bc.ca/international
- 4. Students who have not yet completed RA's EAP Program may apply to NIC in advance of the completion of their program; and in such a case NIC Admissions will issue Conditional Letter of Acceptance to the students. With conditional acceptance, final approval for admission will, among other things, be contingent upon the student's successful completion of RA's EAP Program, satisfying NIC's English Language competency requirements for admission.
- 3. Due to the changing nature of admission and selection process, NIC encourages RA advisors to confirm the admission process for each student prior to application.
- 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 Ontario Ministry of Education 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.

Cul

Signature

Feb 02, 2020

Date

Michelle Cui Managing Director Rosedale Academy Signature

Date

Mark Herringer Executive Director North Island College