

ARTICULATION AGREEMENT

THIS AGREEMENT made the 7 day of August 2019.

BETWEEN:

North Island College

("NIC")

AND:

International Language Academy of Canada

("ILAC")

(each of the above is "Party", respectively, and the "Parties", collectively)

WHEREAS:

- A. ILAC has represented to NIC that it has the experience and ability to attract and recruit international students.
- B. NIC has represented to ILAC that it has an interest in attracting and enrolling international students.
- C. Both NIC and ILAC are desirous of facilitating the admission of duly qualified international students from ILAC to a program of study at NIC.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the Parties covenant and agree as follows:

1. Definitions

1.1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- a. "Termination Date" means the date that termination of this Agreement is effective; and
- b. "University Pathway Program" means ILAC's pre-university degree certificate program

2. Admissions

- 2.1 All applications for admission to NIC are subject to assessment according to the NIC admissions procedures and criteria, which may be amended from time to time.
- 2.2 Conditional offers of admission shall be made to applicants to NIC who apply as referrals from or who are students or former students of ILAC provided that they submit all required

parts of and all documents requested as part of NIC applications procedures, which may be amended from time to time, but will include and not be limited to:

- a. a completed NIC application;
 - b. the applicable application fee;
 - c. official or notarized copies (both in original language and English translation) of the applicant's high school and post-secondary transcripts from all schools and educational institutions attended; and
 - d. proof of English proficiency through either the University Pathway Program or through proficiency tests, such as TOEFL or IELTS.
 - e. Release of Information form signed by the applicant
- 2.3 Applicants to NIC who meets NIC academic and other requirements for admission but do not meet the English proficiency requirements, may, at the discretion of NIC, acting reasonably, be conditionally admitted to NIC on a provisional basis for admission to their given program, subject to their satisfaction of NIC's English proficiency requirements through successful completion of the University Pathway Program or equivalent English proficiency tests accepted by NIC.

3. Recognition of English Language Training at ILAC

- 3.1 NIC shall consider admission of ILAC students who have completed the **University Pathway Program 3.2** for direct entry into NIC's programs that require English proficiency level of IELTS 6.0 with no band less than 5.5. For graduate and selective admission programs that require English proficiency level of IELTS 6.5 with no band less than 6.0, NIC shall consider admission of ILAC students who have completed the **University Pathway Program 3.3** for direct entry.
- 3.2 NIC shall require from ILAC students as evidence of the students' satisfaction of the applicable language proficiency entrance requirements an ILAC certificate or letter of completion from ILAC indicating the starting and ending dates of the University Pathway Program specified on the certificate or letter of completion. The ILAC certificate or letter of completion shall only be valid for a two year period following the date of completion of the University Pathway Program specified on the certificate or letter of completion.
- 3.3 In order to ensure consistency between NIC's English language proficiency entrance requirements and the University Pathway Program completion requirements, NIC shall be entitled to request from ILAC random assessments on an ongoing basis of the University Pathway Program and assessment criteria. Numeric results of such assessments shall be shared between NIC and ILAC with names of students being shared or released only upon their written consent to ILAC or NIC.
- 3.4 NIC will share with ILAC the summary information on the performance of ILAC graduates by nationality (including GPA average and enrollment status) for the prior school year on or around August 1st of each year.

4. Ongoing Familiarization

- 4.1 ILAC and NIC shall periodically send staff to one another's campuses and facilities into order to maintain, strengthen, and keep current their knowledge of each other's programs, products, and services.
- 4.2 New staff members at both ILAC and NIC who are involved in any way with the relationship between ILAC and NIC shall, as early as is practicable after their hiring, visit the campuses or facilities of the other Party to familiarize themselves with the programs, products, and services of the other Party.

5. Reciprocal Marketing and Promotional Efforts

- 5.1 NIC shall, from time to time, attend ILAC to make presentations at organized ILAC student information sessions to promote NIC's programs and its relationship with ILAC.
- 5.2 ILAC shall ensure that materials featuring NIC's programs, products, and services are made available to students at ILAC campuses and facilities.
- 5.3 ILAC shall, as appropriate in the opinion of ILAC, acting reasonably, promote NIC and its recognition of the University Pathway Program as meeting NIC's language proficiency entrance requirements in ILAC's marketing activities.
- 5.4 ILAC shall request and receive from NIC written approval prior to publishing any marketing or promotional materials featuring information about or pertaining to NIC, its courses, programs, or their cost, or NIC's name or logo.
- 5.5 NIC shall, as appropriate in the opinion of NIC, acting reasonably, promote ILAC and NIC's recognition of ILAC University Pathway Program as meeting NIC's language proficiency entrance requirements in NIC's marketing activities.

6. Notice and Communications

- 6.1 Any notice or other writing required or permitted to be given hereunder or for the purposes hereof between the Parties shall be sufficiently given if delivered by hand, or sent by post, fax, or email to the Party to whom it is given:

- a. if to NIC:
Manager, International Enrollment and Recruitment
2300 Ryan Rd. Courtenay, B.C. V9N 8N6
email: junko.leclair@nic.bc.ca
Attention: Manager, International Enrollment and Recruitment

- b. if to ILAC:
Hannah Dang, Director, Strategic Pathways and Partnerships
920 Yonge str, 4th floor, Toronto, ON
email: ~~diana@ilac.com~~ hannah.dang@ilac.com
Attention: Hannah Dang

at such other address as the Party to whom such writing is to be given shall have last notified the other Party in writing.

6.2 ILAC shall ensure that all students' applications for NIC are submitted to:
International Admissions
2300 Ryan Rd. Courtenay, B.C. V9N 8N6
email: iadmissions@nic.bc.ca
Attention: International Admissions

6.3 The Parties shall direct all communications to each other regarding marketing and promotional efforts:

a. if to NIC, to:
Manager, International Enrollment and Recruitment
2300 Ryan Rd. Courtenay, B.C. V9N 8N6
email: junko.leclair@nic.bc.ca
Attention: Manager, International Enrollment and Recruitment

b. if to ILAC, to:
Hannah Dang, Director, Strategic Pathways and Partnerships
920 Yonge str, 4th floor, Toronto, ON
email: ~~diana@ilac.com~~ hannah.dang@ilac.com
Attention: Hannah Dang

6.4 Parties shall direct all student inquiries regarding applications and equivalency of ILAC's University Pathway program with NIC's admission requirements to
Manager, International Enrollment and Recruitment
2300 Ryan Rd. Courtenay, B.C. V9N 8N6
email: junko.leclair@nic.bc.ca
Attention: Manager, International Enrollment and Recruitment

7. Term and Renewal

7.1 This Agreement shall commence on the date above written and at the end of each 36 month term the Agreement shall automatically renew each year unless on of the Parties terminates the Agreement as specified in section 8 herein, or the Parties agree in writing to enter into a new Agreement.

8. Termination

8.1 Either Party may terminate this Agreement by delivering written notice to the other Party 30 days before the Termination Date.

8.2 Either Party may terminate this Agreement in writing but without notice where the other Party:

- a. has breached a material term of this Agreement and has not cured such breach within 30 days of receiving notice of such breach;
- b. becomes bankrupt, insolvent, or is dissolved;
- c. has lost its lost its accreditation from the government of Ontario; or

- d. has ceased to be in Ontario a 'designated learning institution', as that term is defined in the *Immigration and Refugee Protection Regulations* (SOR/2002-227).

8.3 Upon termination of this Agreement, all applications by ILAC students to NIC which were submitted prior to the Termination Date shall be assessed by NIC with regard to English language proficiency and equivalency according to the criteria established under this Agreement.

9. No Merger

9.1 This Agreement does not create, and shall not be construed to create, and express or implied relationship between the Parties of employment, principal and agent, joint venture or partnership.

10. Indemnification

10.1 NIC agrees to indemnify ILAC and save it harmless from all losses, costs, fees, expenses, judgments, and damages caused by the negligence or wrongdoing of NIC, its employees, agents, servants and which relates to the subject matter of this Agreement.

10.2 ILAC agrees to indemnify NIC and save it harmless from all losses, costs, fees, expenses, judgments, and damages caused by the negligence or wrongdoing of ILAC, its employees, agents, servants and which relates to the subject matter of this Agreement.

11. Documents

11.1 Each Party shall do all things necessary to facilitate the fulfillment of the terms of this Agreement by both Parties including, without limiting the generality of the foregoing, providing further information and executing further documents.

12. Amendment

12.1 No amendment of or to this Agreement shall be effective unless made in writing and signed by the Parties.

13. Independent Legal Advice

13.1 The Parties each acknowledge and agree that they have been given an opportunity to obtain independent legal advice or such other advice as they may desire concerning the interpretation and effect of this Agreement they have obtained such advice or waived their right to do so.

14. Entire Agreement

14.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, representations and agreements, whether verbal or written, between the Parties with respect to the subject matter of this Agreement.

15. Severability

15.1 If any part of this Agreement is determined to be void or unenforceable, it shall not affect or impair the validity of any other part of this Agreement, which shall continue in full force and

effect and be construed as if this Agreement had been executed without the void or unenforceable part.

16. Applicable Law

16.1 This Agreement is made pursuant to the laws of the Province of Ontario. It shall be interpreted pursuant to the laws of the Province of Ontario and the jurisdiction for any adjudication related to this Agreement shall be the Supreme Court of Ontario.

17. Time

17.1 Time is of the essence in this Agreement.

18. Counterparts and Electronic Execution

18.1 This Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic transmission and if so executed and delivered such counterparts shall be read and construed together as one document.

19. 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date first above written.

NORTH ISLAND COLLEGE

Per: _____

Mark Herringer

Executive Director, International Education

INTERNATIONAL LANGUAGE ACADEMY OF CANADA

Per: _____

Hannah Dang

Director, Strategic Pathways and Partnerships

Addendum to North Island College and ILAC Linkage agreement:

ILAC international College (ILACIC) will be running the same Pathway Program with its college course offerings. The course will be identical to the ILAC Pathway Program course, in curriculum, testing and outcomes.

This course is for students wishing to prepare for further study in the Higher Education public sector University or College programs after completion of their ILAC International College Diploma.

North Island College agrees that students taking ILAC International College programs with University Pathway Program run by ILACIC will be offered conditional acceptance under the exact same terms as University Pathway Program run by ILAC, as per pathway agreement between North Island College and ILAC.



Mark Herringer

Executive Director, International Education

North Island College

Date



Hannah Dang

International Language Academy of Canada

Director, Pathways and Strategic Partnerships

Date

Sept 4, 2019
