Memorandum of Agreement (Schedule 2)

Progression Agreement

THIS AGREEMENT is made this day of 2013 between Bath Spa University whose principal office is at Newton Park, Newton St Loo, Bath BA2 9BN and Middlesex Community College (MCC), whose principal offices are at 591 Springs Road, Bedford, MA 01730 and 33 Kearney Square, Lowell, MA 01852.

Middlesex Community College (MCC) 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.

Statement of Purpose

This agreement has been established between Middlesex Community College and Bath Spa University, Bath England. This agreement was developed with the intent of facilitating the success of students at Middlesex Community College and Bath Spa University. This agreement is intended to serve as a guideline for those who desire to complete their Associate Degree at Middlesex Community College and seek entry into a Bachelor Degree Programme at Bath Spa University.

Students completing the described MCC course programmes, in accordance with the minimum standards as set in this agreement, will be eligible for application for admission into the complementary Degree programme at Bath Spa University. Such students who complete the described courses will receive an Associates of Art Degree and Associate in Science at MCC, and will matriculate fully into a complementary programme for two additional years at Bath Spa University, successful completion of which will lead to a Bachelor's (Honours) Degree.
1. Progression Arrangements

1.1 The two institutions will seek to further develop and approve arrangements over the period of this Memorandum.

1.2 The two institutions will promote such approved arrangements within each institution.

1.3 The home institution (MCC) agrees to advise students on the courses needed to allow progression to the RA or BSc (Honours) Bachelors programmes within this agreement.

1.4 The host institution (Bath Spa University) agrees to accept applications for admission to the specified programme subject to the applicants meeting the agreed entry requirements.

1.5 The home institution will be responsible for all travel and visa arrangements and for arranging the payment of all associated costs according to their individual policies.

1.6 Each student shall be responsible for their tuition fees to Bath Spa University upon acceptance to the specified programme. Each student shall be responsible for all other expenses while studying at the University.

1.7 Each student who progresses to the University will be registered as a student of the University.

1.8 Each student who progresses will be subject to the academic regulations of the University whilst they are a registered student. The two institutions will be fully responsible for managing and administering their academic regulations with respect to their own awards.

1.9 Where appropriate, each institution will recognise the academic credit for the work of the other institution and provide appropriate records, where needed, in a timely manner.

1.10 Students will be considered for admission to Bath Spa University on a case-by-case basis.

1.11 Further, the purpose of this agreement is to provide smooth transition between the two academic programmes by;

(i) Identifying all required and equivalent courses for the relevant programmes at each institution, and,

(ii) Facilitating the recognition of prior certificated credit and the admission for students who meet the agreed upon criteria.
2. Participants

2.1 This agreement has been entered into by Middlesex Community College and Bath Spa University, Bath, England. Neither party may permit serial arrangements with respect to this agreement.

3. Programmes/Courses Included in this Agreement

3.1 The Middlesex Community College Associate Degree will be accepted toward the Bachelor's (Honours) Degree of named courses at Bath Spa University with advanced standing for prior certificated learning as indicated in Appendix A.

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

4. Terms and Conditions of Progression:

4.1 Students who graduate from a specific Associate Degree with cumulative grade point average (GPA) of 3.0 or higher will be eligible for admission into the complementary Bath Spa Bachelor's (Honours) Degree under the terms of this agreement.

4.2 The credits of the completed Associate Degree programme will be accepted by Bath Spa University as equivalent to 120 UK credits at level 4 of the Bachelor's programme (named UK degree), with 2 years of study to be completed at Bath Spa University, successful completion of which will lead to the specified Bachelor's (Honours) Degree.

4.3 In all cases, students are considered on an individual case by case basis to determine the amount of advanced standing that is provided meets that specified in this agreement.

5. Communications and Advising

5.1 Communications and advice is central to effective progression. Recognizing this, it is agreed that the Parties may advertise that MCC students may individually apply to Bath Spa University after the appropriate years' of study at MCC for entry to the appropriate level of the Bath Spa University programmes under the agreed arrangement.

5.2 Until a curriculum mapping has been undertaken by both Parties, and where necessary academic approval for such arrangements have been gained, neither Party will advertise that MCC students will have opportunities to progress following completion of the MCC programmes to programmes at Bath Spa University as indicated in Appendix A except as 'Subject to Approval'.
5.3 The use of either party’s logo, marks and crests must comply with the policies of the owning institution and may not be used in any circumstances without the prior written approval of the other.

5.4 Bath Spa University will supply publicity material including brochures, course information, posters and prospectuses in order for MCC to promote the University on its campuses in the USA.

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

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

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

5.8 MCC will actively promote and publicise Bath Spa University to potential students, parents and sponsors. Bath Spa University and MCC 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 Bath Spa University will collect the tuition fees in Sterling from students joining its Bachelor’s (Honours) Degree programmes. Admission will be subject to students
paying the full tuition fee prior to receiving the required institutional letter for visa purposes. The full tuition fee to be collected from the students entering the Bath Spa University programmes is published annually.

8. Implementation and Length of Agreement

8.1 Bath Spa University and Middlesex Community College agree that this Agreement becomes effective on October 11th 2013. Each party agrees to confirm, on an annual basis, that no curriculum changes have been made, should this be the case (See 5.8).

8.2 This agreement will remain in effect for 3 years from the date above unless terminated or amended by either party with prior written notice.

8.3 This Agreement does not preclude either MCC or Bath Spa 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;

EXECUTED as an agreement by the Parties:

Authorised Signatures;

Dr. Carole Cowan
President
Middlesex Community College

Professor Christina Slade
Vice Chancellor
Bath Spa University

Phillip J. Sisson
Provost and Vice President of Academic and Student Affairs
Middlesex Community College

Dona Cady, Dean of Global Education
Middlesex Community College

11 October 2013
## Appendix A

<table>
<thead>
<tr>
<th>MCC Associates Degrees</th>
<th>Bath Spa University Bachelor's programmes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.A. Business Administration Transfer</td>
<td>Business Management</td>
</tr>
<tr>
<td>A.A. Liberal Art and Science: English Creative Writing Option</td>
<td>Creative Writing</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: Fine and Performing Arts Theatre Option</td>
<td>Drama Studies</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: Global Studies</td>
<td>History</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: Life Science</td>
<td>Biology</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: Psychology</td>
<td>Psychology</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: Communications</td>
<td>Media Communications or Creative Media Practice</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science: English Literature</td>
<td>English Literature</td>
</tr>
<tr>
<td>A.A. Liberal Arts and Science (with recommended electives in Religion, Philosophy, and Ethics)</td>
<td>Religions, Philosophies, and Ethics</td>
</tr>
<tr>
<td>A.S. Liberal Studies: Graphic Design</td>
<td>Graphic Communication</td>
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