

ARTICULATION AGREEMENT BETWEEN

**MIAMI DADE COLLEGE
(Miami, Florida – USA)**

AND

**BLUE HILL COLLEGE
(Guayaquil, Ecuador)**

WHEREAS Miami Dade College (hereafter MDC) a State of Florida institution of higher education located in Miami, Florida, USA, acting by and through the MDC Board of Trustees, wishes to increase the international educational opportunities of its students and faculty; and

WHEREAS Blue Hill College of Guayaquil, Ecuador (hereafter BHC), registered with the Ecuador National Council for Higher Education as Instituto Superior Particular Blue Hill, wishes to increase the international educational opportunities of its students; and

WHEREAS representatives of both institutions have held discussions to establish cooperation and links between both academic communities

Now, therefore, in recognition of mutual commitments made in the articulation of this agreement, the parties agree as follows:

ADMISSION OF BHC STUDENTS TO MDC

1.0 Degree Seeking Students

1.1 MDC agrees to allow the admission of qualified undergraduate students from BHC for Associate of Arts and Associate of Science degrees at MDC. Students applying must adhere to all MDC and degree program admissions standards, including evidence of English language proficiency, which can be met with successful completion of ENC 1101 and 1102 with a grade of "C" or better in each or results from an accepted English Language test such as TOEFL or IELTS. A minimum GPA of 2.5 is required for all coursework taken at BHC.

1.2 MDC will accept in transfer up to a maximum of 45 semester credits of appropriate coursework that can be used towards the designated MDC associate degree program. The exact number of credits accepted in transfer will depend upon prerequisites and other academic requirements for the specific degree program and will be determined by an audit of each student's transcript. *[Note: To receive an MDC degree, the student must meet the residency requirements for the MDC degree program. These requirements are stated as the number of credit hours that must be taken in residence while at MDC and can vary according to the degree program.]*

1.3 As appropriate baccalaureate degrees are instituted at MDC, the Parties may explore the possibilities of an articulation agreement that would permit BHC students to transfer to MDC to pursue those degrees

1.4 BHC will nominate candidates to attend MDC who meet the admission requirements, including those for English language skills. BHC will send the MDC Office of International Student Services a complete packet with all student application materials for the upcoming academic semester and/or year.

1.5 MDC reserves the right to require the students to pass an English exam prior to beginning college credit courses.

2.0 Non-degree Students

2.1 MDC agrees to allow the admission of qualified undergraduates from BHC for certificate and non-degree academic programs at MDC.

2.2 BHC will nominate candidates to attend MDC who meet all admission requirements for the specific program. BHC will send the MDC Office of International Student Services a complete packet with all student application materials for the upcoming academic semester and/or year. MDC will review all files and complete the application and admission process for selected students. MDC will send an acceptance letter to both the students and to BHC.

2.3 BHC will nominate non-degree, certificate students with adequate mastery of English to succeed in the classroom at MDC. MDC reserves the right to require the students to pass an appropriate English exam for admission. *[Note: Certificates are part of a degree program; however, completion of the certificate does not guarantee the student direct admission into the degree program unless the student meets all MDC admissions criteria for a degree program.]*

POLICIES AND GUIDELINES FOR ALL BHC STUDENTS AT MDC

3.0 Registration

All students must register for and maintain a minimum of twelve (12) credits per semester to be considered in full time undergraduate status, and adhere to the Standards of Academic Progress set forth by MDC and the Department of Homeland Security.

4.0 Tuition

All BHC students studying at MDC under the articulation agreement will enroll and pay tuition at the out-of-state rate. Certain administrative fees may also be charged by MDC and will be the responsibility of the student. These fees may include lab fees

equipment fees, field trip costs, etc. The anticipated costs of such administrative or lab fees will be provided to the prospective students in a timely manner in advance of their arrival at MDC.

5.0 Costs for Housing, Food and Travel

All BHC students will be responsible for their own housing, food, books, travel, and personal expenses while traveling to and in residence at MDC. MDC will provide reasonable assistance to participants seeking housing to the extent possible.

6.0 Health Insurance

MDC requires all international students to purchase the College's mandatory health insurance prior to enrolling. The costs of this insurance shall be the sole responsibility of the students. Details on the requirements for health insurance will be provided to the prospective incoming students in advance of the start of their program.

7.0 Immigration Policies and Student Visas.

MDC will provide the accepted students with the necessary document to apply for the appropriate student visa. The students must comply with all U.S. immigration and visa requirements at their own expense.

GENERAL PROVISIONS

8.0 Non-Discrimination

The parties agree to comply with all federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

9.0 Relationship of Parties

This agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents between the parties. The parties to this agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment related taxes.

10.0 Agreement Coordination

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The initial coordinator for MDC will be the Director of the Office of International Education. The initial coordinator for BHC will be the Academic Director. The parties agree that each coordinator will collect and distribute to

the other, as requested and as reasonably appropriate, information about the faculty, facilities, publications, library materials and educational resources at the respective institutions.

11.0 SACS Accreditation

MDC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS) to award associate and baccalaureate degrees. BHC is not accredited by SACS and the accreditation of MDC does not transfer to, extend to, or include BHC and its students by virtue of this agreement. MDC will abide by and follow the policies and procedures of SACS in carrying out this agreement. BHC agrees to provide timely access to its premises, faculty, students, staff, and records when such access is requested by SACS for the purpose of evaluating compliance with the Principles of Accreditation as they may pertain to the activities contemplated by this agreement.

12.0 Diplomas, Certificate and Other Documents

Neither the name of MDC or BHC nor the signature of its officials shall appear on the diplomas, certificates, and other such documents that might be produced by the other institution without the written permission of the institution whose name is being invoked.

13.0 Period of Agreement, Renewal and Termination

13.1 This agreement once signed by both parties will extend for three years from the date both parties have signed the agreement. Either party may terminate this Agreement for any reason by providing at least ninety (90) days written notice to the other party. Any students participating in the cooperative agreement program at the time of the termination shall be allowed a period of one calendar year to complete the relevant program.

13.2. This agreement may be renewed for an additional period of three years by mutual written agreement of both parties.

13.3. If either party fails to comply with the terms and conditions of this agreement as set forth, the other party has the right to terminate the agreement immediately upon written notice to the other.

13.4 MDC may cancel this agreement at anytime for refusal by BHC to allow public access to all documents, papers, letters, or other materials pertaining to the activities contemplated by this agreement, subject to Chapter 119, Florida Statutes. Both parties agree to maintain the confidentiality of student records to the maximum extent required by law.

14.0 Use of Institutions' Names: Advertising and Publicity

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution. Any advertising or other promotional material or language promoting the MDC cooperative agreement with BHC must be approved in advance in writing by MDC. Upon request, both BHC and MDC agree to submit any proposed language relating to the existence of, or any program arising out of, this agreement to the other party for written approval prior to publication or use.

15.0 Waiver

The waiver of any breach of any provision of this agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this agreement.

16.0 Non-Assignment

This agreement may not be assigned by either party without the advance written consent of the other.

17.0 Legal Status and Resolution of Conflict

This agreement shall be governed by the laws of the State of Florida and the United States of America. The parties shall cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

18.0 Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service or certified or express mail, or other expedited mail service, or hand delivered, or delivered by facsimile with confirmed receipt, when addressed as follows.

Miami Dade College
Director, Office of International Education
300 N.E. Second Ave., Suite 1443
Miami, FL 33132 USA
Phone: 305-237-3482
Fax: 305-237-7439

BLUE HILL COLLEGE
Academic Director
Av. Juan Tanca Marengo Km. 6 y Av. Gomez Gould
Guayaquil, Ecuador
Phone: 5934-2255503

Fax: 5934-2255503

Mailing Address: Blue Hill College

P.O. Box 09-04-100

Guayaquil, Ecuador

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received or refused by addressee.

19.0 Legal Compliance

The conduct of exchange students at MDC shall be subject to the laws, regulations and ordinances of the United States of America, the State of Florida, and any applicable localities as well as MDC's policies, rules and regulations, including without limitation those pertaining to academic standing and student conduct.

20.0 Budgetary Considerations

Performance under this agreement shall be subject to and contingent upon the availability of funds appropriated or otherwise lawfully expendable for the purpose of this agreement by each institution for the current and future periods. Each institution shall give written notice to the other of the non-availability of such funds upon knowledge.

In witness whereof, the Parties have executed this Agreement, this 7th day of October, 2009.

Miami Dade College

Signature obscured
for security

Dr. Eduardo J. Padrón
College President

Blue Hill College

Signature obscured
for security

Arg. Johnny Gonzalez
Rector

REVIEWED FOR
LEGAL SUFFICIENCY

Signature obscured
for security
C. DOMINGUEZ

Dr. Angel Marquez
Academic Director