

ARTICULATION AGREEMENT

THIS AGREEMENT made the 12^h day of April, 2018.

BETWEEN:

Sir Sandford Fleming College ("Fleming College")



AND:

International Language Academy of Canada ("ILAC")



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

WHEREAS:

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

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. "Pathway Program" means ILAC's pre-university academic certificate program and was formerly known as ILAC's "Pre-Degree Program".

2. Admissions

- 2.1 All applications for admission to **FLEMING COLLEGE** are subject to assessment according to the **FLEMING COLLEGE** admissions procedures and criteria, which may be amended from time to time.
- 2.2 Conditional offers of admission shall be made to applicants to **FLEMING COLLEGE** 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 **FLEMING COLLEGE**'s applications procedures, which may be amended from time to time, but will include and not be limited to:
- a. a completed **FLEMING COLLEGE** application;
 - b. the applicable application fee;
 - c. official or notarized copies 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 Pathway Program (formerly known as the "Pre-Degree Program") or through proficiency tests, such as TOEFL or IELTS.
- 2.3 Applicants to **FLEMING COLLEGE** who meet **FLEMING COLLEGE**'s academic and other requirements for admission but do not meet the English proficiency requirements, may, at the discretion of **FLEMING COLLEGE**, acting reasonably, be conditionally admitted to **FLEMING COLLEGE** on a provisional basis for admission to their given program, subject to their satisfaction of **FLEMING COLLEGE**'s English proficiency requirements through successful completion of the Pathway Program (formerly known as the "Pre-Degree Program").

3. Recognition of English Language Training at ILAC

- 3.1 **FLEMING COLLEGE** shall consider admission of ILAC students who have completed the Pathway Program Level 3 (Pathway 3.2) (formerly known as the "Pre-Degree Program") with TOEFL Practice score 85 and course work of 75 % for direct entry into **FLEMING COLLEGE**'s academic certificate and diploma programs, including, if applicable, post-graduate, degree and fast track programs. Due to industry requirements in Health Care and other fields, some programs will require an appropriate official IELTS, TOEFL, or other standardized English proficiency test. These requirements are beyond the scope of this agreement.
- 3.2 **FLEMING COLLEGE** 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 Pathway Program (formerly known as the "Pre-Degree Program") specified on the certificate or letter of completion and an academic report. The ILAC certificate or letter of completion shall only be valid for one year period following the date of completion of the Pathway Program (formerly known as the "Pre-Degree Program") specified on the certificate or letter of completion.

- 3.3 In order to ensure consistency between **FLEMING COLLEGE**'s English language proficiency entrance requirements and the Pathway Program (formerly known as the "Pre-Degree Program") completion requirements, **FLEMING COLLEGE** shall be entitled to request from ILAC random assessments on an ongoing basis of the Pathway Program (formerly known as the "Pre-Degree Program") and assessment criteria. Numeric results of such assessments shall be shared between **FLEMING COLLEGE** and ILAC with names of students being shared or released only upon their written consent to ILAC or **FLEMING COLLEGE**.

4. Ongoing Familiarization

- 4.1 ILAC and **FLEMING COLLEGE** 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 **FLEMING COLLEGE** who are involved in any way with the relationship between ILAC and **FLEMING COLLEGE** 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 **FLEMING COLLEGE** shall, from time to time, attend ILAC to make presentations at organized ILAC student information sessions to promote **FLEMING COLLEGE**'s programs and its relationship with ILAC.
- 5.2 ILAC shall ensure that materials featuring **FLEMING COLLEGE**'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 **FLEMING COLLEGE** and its recognition of ILAC's Pathway programs as meeting **FLEMING COLLEGE**'s language proficiency entrance requirements in ILAC's marketing activities.
- 5.4 ILAC shall request and receive from **FLEMING COLLEGE** written approval prior to publishing any marketing or promotional materials featuring information about or pertaining to **FLEMING COLLEGE**, its courses, programs, or their cost, or **FLEMING COLLEGE**'s name or logo.
- 5.5 **FLEMING COLLEGE** shall, as appropriate in the opinion of **FLEMING COLLEGE**, acting reasonably, promote ILAC and **FLEMING COLLEGE**'s recognition of ILAC's Pre-Degree programs as meeting **FLEMING COLLEGE**'s language proficiency entrance requirements in **FLEMING COLLEGE**'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, or email to the Party to whom it is given:

a. if to **FLEMING COLLEGE**:
599 Brealey Drive, Peterborough, Ontario K9J 7B1
email: Brenda.pander-scott@flamingcollege.ca
Attention: Brenda Pander-Scott, Executive Director, International

b. if to ILAC:
920 Yonge Street, 4th Floor, Toronto, ON, M4W 3C7
email: hande@ilac.com / fax: 416-961-9267
Attention: Hande Coskun

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

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 for a successive one year term unless one of the Parties terminates the Agreement as specified in section 8 herein, or the Parties agree in writing to enter into a new Agreement and do 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 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 **FLEMING COLLEGE** which were submitted prior to the Termination Date shall be assessed by **FLEMING COLLEGE** 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 **FLEMING COLLEGE** agrees to indemnify ILAC and save it harmless from all losses, costs, fees, expenses, judgments, and damages caused by the negligence or wrongdoing of **FLEMING COLLEGE**, its employees, agents, servants and which relates to the subject matter of this Agreement.

10.2 ILAC agrees to indemnify **FLEMING COLLEGE** 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.

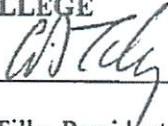
18. Counterparts and Electronic Execution

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.

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

FLEMING COLLEGE

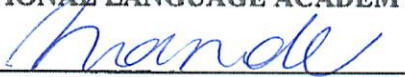
Per: _____



Dr. Tony Tilly, President, Sir Sandford Fleming College

INTERNATIONAL LANGUAGE ACADEMY OF CANADA

Per: _____



Hande Coskun, Director, Pathway Department, ILAC