

ARTICULATION AGREEMENT

BETWEEN

**THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND
TECHNOLOGY
PETERBOROUGH, ONTARIO, CANADA**

AND

**LIMERICK INSTITUTE OF TECHNOLOGY
LIMERICK, IRELAND**

SEPTEMBER 2019

The PARTIES to this ARTICULATION AGREEMENT are **The Sir Sandford Fleming College of Applied Arts and Technology** (hereinafter referred to as "**FLEMING**"), whose address is 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada and **LIMERICK INSTITUTE OF TECHNOLOGY** (hereinafter referred to as "**LIT**"), whose address is Moylish Park, Limerick, Ireland, V94 EC57T.

For the purpose of this AGREEMENT:

- "**AGREEMENT**" shall mean this Articulation Agreement, and any or all of its attached Schedules and Appendices and additional documents incorporated by reference.
- "**PARTIES**" shall refer to both THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY and LIMERICK INSTITUTE OF TECHNOLOGY.
- "**PARTY**" shall refer to either THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY or LIMERICK INSTITUTE OF TECHNOLOGY.

ARTICLE 1: PURPOSE

The goal of this AGREEMENT is to provide meaningful opportunities for FLEMING alumni to continue their education at LIT. This AGREEMENT establishes the principles, guidelines, and procedures governing admission and assessment of selected qualified candidates to enter select degree programs at LIT, subsequent to the successful completion of select programs at FLEMING.

This AGREEMENT replaces all previous versions of the AGREEMENT, in reference to the July 2016 AGREEMENT.

ARTICLE 2: ROLES AND RESPONSIBILITIES

Collaboration

- Each PARTY will have faculty, departments, or designates responsible for coordinating collaborative discussions to enhance and coordinate this AGREEMENT. The frequency of discussions is to be mutually determined by the PARTIES.
- Each PARTY will communicate with the other about possible or anticipated changes to their program(s).

Recruitment and Marketing

- The PARTIES agree to support this AGREEMENT by providing timely information to an interested candidate.
- The PARTIES will mention this AGREEMENT in promotional materials and advertisements pertaining to their respective programs, during related special events and on their websites.

ARTICLE 3: ADMISSION REQUIREMENTS

All applications to all programs of study are subject to assessment according to the institution's admissions procedures and criteria, which may be amended from time to time. All LIT's programs of study are subject to enrolment limitations. Admission to any program of study will be at the sole discretion of LIT, even where a candidate has satisfied all applicable admission and related

requirements. Neither PARTY shall bear any responsibility for late, incomplete, or deficient admission applications.

Each PARTY acknowledges that the existence of any program description in any promotional material does not constitute a legal undertaking that the program is available.

ARTICLE 4: IMPLEMENTATION AND REVIEW

This AGREEMENT is subject to review whenever either PARTY makes curricular changes that impact the AGREEMENT. When a change occurs, the program departments will notify their respective articulation designates so this AGREEMENT can be updated. Articulation designates at each PARTY will review the AGREEMENT annually to ensure it is current.

ARTICLE 5: DATA SHARING AND EVALUATION

In order to evaluate the success of the AGREEMENT, the PARTY will provide FLEMING with progress reports regarding the candidates. The report's use shall be limited to academic information for statistical, administrative and/or research purposes. The frequency of a progress report is to be determined by the PARTIES.

Where possible, an evaluation of the AGREEMENT will consist of both PARTIES examining:

- The number of applicants to a program of study;
- The number of qualified candidates admitted and subsequently enrolled into a program of study;
- The number of candidates that successfully obtained both academic credentials;
- Admission procedures, program planning, timelines and special requirements; and/or
- Recommendations for types and times of promotion efforts.

The PARTIES acknowledge that each PARTY is subject to its own jurisdiction's laws regarding information disclosure and/or privacy and that access to information in respect of this AGREEMENT will be provided in accordance with those laws. The LIT acknowledges that FLEMING is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) "FIPPA" and FLEMING acknowledges that LIT is subject to the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679.

Each PARTY agrees to maintain in confidence and safeguard all Confidential Information of the other as well as any Personal Information disclosed to it by the other.

ARTICLE 6: AMENDMENT

No amendment of or to this AGREEMENT shall be effective unless made in writing and signed by the PARTIES.

ARTICLE 7: MARKS, LOGOS AND NAMES

A PARTY shall seek permission from the other before using the other's name, trademark, logo, or other associated mark in any promotional material. Upon the expiration or termination of this AGREEMENT, the PARTIES shall forthwith at their own cost and expense, discontinue the display of the other's marks.

ARTICLE 8: TERMS AND CONDITIONS OF THE AGREEMENT

- I. This AGREEMENT is effective from 30th day of September, 2019 for five (5) calendar years.
- II. Either PARTY may terminate this AGREEMENT. In this case, notice of three (3) months is required. The termination request shall be submitted in writing to the individual(s) noted in ARTICLE 10: ADMINISTRATIVE CONTACTS. In the event the AGREEMENT is terminated every effort will be made to ensure that candidates currently enrolled in the program will not be affected.

ARTICLE 9: INDEMNIFICATION AND LIABILITY

This AGREEMENT is not intended to create or impose any liability of any type to any PARTY and no liability will arise or be assumed between the PARTIES as a result of this AGREEMENT. Each PARTY shall indemnify and save harmless the other PARTY from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the PARTY or its directors, officers, employees, candidates, students or affiliates, under this AGREEMENT.

Nothing in this AGREEMENT shall be construed to constitute the PARTIES as a partner, joint venturer, franchisee or franchisor, agent or representative of the other PARTY for any purpose whatsoever. Neither PARTY is authorized to enter into agreements for or on behalf of the other PARTY, make representations, or otherwise bind the other PARTY.

ARTICLE 10: ADMINISTRATIVE CONTACTS

FLEMING	LIT
Tom Phillips, PhD Vice President, Academic Experience tom.phillips@flamingcollege.ca	Paschal Meehan Vice President, International Relations paschal.meehan@lit.ie

ARTICLE 11: ADDITIONAL PROVISIONS

- I. Neither PARTY may assign this AGREEMENT, or change the operation of this AGREEMENT, in whole or in part, without the written consent of the other.
- II. This AGREEMENT constitutes the entire AGREEMENT between LIT and FLEMING, and there is no representation, warranty, collateral agreement or condition affecting this AGREEMENT other than expressed here in writing.
- III. Time shall be the essence of this AGREEMENT.

- IV. If any of the provisions of this AGREEMENT become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.

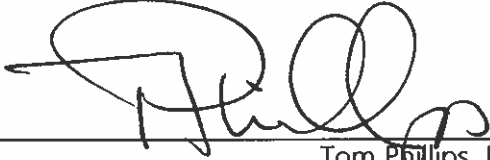
- V. This AGREEMENT shall enure to and be binding upon the PARTIES hereto, successors, and permitted assigns.

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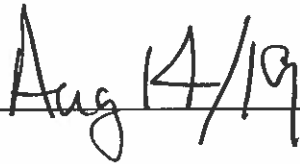
SIGNATURES

AUTHORIZED SIGNATORIES. Each institution represents that the individuals signing this AGREEMENT have the authority to sign in the capacity indicated.

SIGNED for and on behalf of The Sir Sandford Fleming College of Applied Arts and Technology by:



Tom Phillips, Ph.D,
Vice President, Academic Experience



Date

SIGNED for and on Limerick Institute of Technology by:



Terry Twomey,
VP Academic Affairs & Registrar

9th August 2019

Date

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SCHEDULES

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SCHEDULE A

Program of Study	Bachelor of Science (Ordinary) in Sustainable Building and Energy Engineering
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Construction Engineering Technician.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 3-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in two (2) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 7 – Ordinary Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

SCHEDULE B

Program of Study	Bachelor of Arts (Ordinary) in Culinary Arts
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Culinary Management.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 3-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in two (2) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 7 – Ordinary Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

SCHEDULE C

Program of Study	Bachelor of Arts (Honours) in Business Studies with Travel and Tourism Management
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Tourism – Global Travel.

Ontario College Diploma in Hospitality.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in four (4) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree

An applicant shall apply to the LIT International Office for admission.

SCHEDULE D

Program of Study	Bachelor of Business Studies (Honours) in Marketing and Management
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Business.

Ontario College Diploma in Business – Human Resources.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in four (4) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

SCHEDULE E

Program of Study	Bachelor of Business Studies (Honours) in Marketing and Management
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Advanced Diploma in Business Administration.

Ontario College Advanced Diploma in Business Administration - Marketing.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 4th year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in two (2) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree

An applicant shall apply to the LIT International Office for admission.

SCHEDULE F

Program of Study	Bachelor of Business Studies (Honours) in Business with Digital Marketing
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Advanced Diploma in Business Administration - Marketing.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 4th year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in two (2) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree

An applicant shall apply to the LIT International Office for admission.

SCHEDULE G

Program of Study	Bachelor of Arts (Ordinary) in Community Sports Development
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Recreation and Leisure Services.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 3-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in two (2) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 7 – Ordinary Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

If a candidate wishes to progress to the one year, add-on Level 8 honours degree in Community Sports Development he/she is required to contact the Office of the Registrar at LIT

SCHEDULE H

Program of Study	Bachelor of Arts (Honours) in Business Studies with Sport Management
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Sporting Goods Business.

Ontario College Diploma in Recreation and Leisure Services.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in four (4) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

SCHEDULE I

Program of Study	Bachelor of Science (Honours) in Sports Strength and Conditioning
Date of Implementation	September 2019
Date of Renewal	September 2024

REQUISITE PROGRAM

Ontario College Diploma in Fitness and Health Promotion.

ADMISSION REQUIREMENT

A FLEMING requisite program graduate with a 60% program average will be eligible for admission consideration. LIT does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this agreement.

TRANSFER CREDIT

An eligible candidate will enter 3rd year of a 4-year programme.

COMPLETION TIMEFRAME

LIT's program can be completed in four (4) academic semesters of full-time studies.

ALIGNMENT STUDY REQUIREMENTS

None.

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree.

An applicant shall apply to the LIT International Office for admission.

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