

ARTICULATION AGREEMENT

BETWEEN

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

AND

MUNSTER TECHNOLOGICAL UNIVERSITY - KERRY
TRALEE, COUNTY KERRY, IRELAND

SEPTEMBER 2021

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 **MUNSTER TECHNOLOGICAL UNIVERSITY** (hereinafter referred to as "**MTU-K**"), whose address is Dromthacker, Tralee, County Kerry, Ireland.

For this AGREEMENT:

- "**AGREEMENT**" shall mean this Articulation Agreement and any or all attached Schedules incorporated by reference.
- "**ARTICULATED PROGRAMS**" shall mean Fleming's programs as detailed in the attached Schedules.
- "**NFQ**" shall refer to the Irish National Framework of Qualifications.
- "**PARTIES**" shall refer to both The Sir Sandford Fleming College of Applied Arts and Technology and Munster Technological University – Kerry.
- "**PARTY**" shall refer to either The Sir Sandford Fleming College of Applied Arts and Technology or Munster Technological University – Kerry.

ARTICLE 1: PURPOSE

The PARTIES wish to enter into this block transfer AGREEMENT to establish MTU-K degree completion opportunities to alumni who have completed one of the ARTICULATED PROGRAMS at Fleming. This AGREEMENT establishes the principles, guidelines, and procedures governing admission and assessment of selected qualified candidates to enter select degree programs at MTU-K after successfully completing one of the ARTICULATED PROGRAMS at FLEMING.

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.
- Each PARTY will communicate with the other about possible or anticipated changes to its 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 about 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 MTU-K's programs of study are subject to enrolment limitations. Admission to any program of study will be at the sole discretion of MTU-K, 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

To evaluate the Agreement's success, 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 in 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. Access to information in respect of this AGREEMENT will be provided by those laws. The MTU-K 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 MTU-K 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. 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 marks 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 the 1st day of September 2021 for four (4) calendar years.
- II. Either PARTY may terminate this AGREEMENT. In this case, a 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. If 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. No liability will arise or be assumed between the PARTIES because 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	MTU-K
Linda Poirier Vice President, Academic Experience linda.poirier@flemingcollege@flemingcollege.ca	Cyril Gavaghan International Pathways Officer cyril.gavaghan@staff.ittralee.ie

ARTICLE 11: ADDITIONAL PROVISIONS

- I. If the laws of Ontario and the Irish Republic conflict regarding the Management of this AGREEMENT and the information collected under this AGREEMENT, then the laws of Ontario will prevail.
- II. 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.
- III. This AGREEMENT constitutes the entire AGREEMENT between MTU-K and FLEMING. There is no representation, warranty, collateral agreement, or condition affecting this AGREEMENT other than expressed here in writing.
- IV. Time shall be of the essence in the performance of this AGREEMENT.
- V. 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 affected or impaired.
- VI. This AGREEMENT shall ensure to and be binding upon the PARTIES hereto, successors, and permitted assigns.
- VII. The Contract shall be governed by and construed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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:



Linda Poirier
Vice President, Academic Experience

June 7, 2021

Date

SIGNED for Munster Technological University and on by:



Brid McElligott
Vice President for Research, Development
and External Engagement

9th June 2021

Date

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SCHEDULES

BACHELOR OF SCIENCE (HONOURS) IN COMPUTER SERVICE MANAGEMENT	8
Ontario College Advanced Diploma in Computer Engineering Technology.	
BACHELOR OF ARTS (ORDINARY) IN HOTEL MANAGEMENT	9
Ontario College Diploma in Hospitality - Hotel and Restaurant Operations.	
BACHELOR OF ARTS (ORDINARY) IN CULINARY ARTS	10
Ontario College Diploma in Culinary Management.	
BACHELOR OF ARTS (ORDINARY) IN EARLY CHILDHOOD EDUCATION AND CARE	11
Ontario College Diploma in Early Childhood Education.	
BACHELOR OF SCIENCE (ORDINARY) IN HEALTH AND LEISURE	12
Ontario College Diploma in Fitness and Health Promotion.	
BACHELOR OF SCIENCE (ORDINARY) IN COACHING AND SPORTS PERFORMANCE	13
Ontario College Diploma in Fitness and Health Promotion.	
BACHELOR OF SCIENCE (HONOURS) IN HEALTH AND LEISURE WITH MASSAGE	14
Ontario College Advanced Diploma in Massage Therapy.	
BACHELOR OF BUSINESS (HONOURS) IN MARKETING	15
Ontario College Advanced Diploma in Business Administration - Marketing.	
BACHELOR OF BUSINESS (HONOURS) IN ACCOUNTING	16
Ontario College Advanced Diploma in Business Administration - Accounting.	
BACHELOR OF BUSINESS (ORDINARY) IN ACCOUNTING	17
Ontario College Diploma in Business - Accounting.	
BACHELOR OF BUSINESS (HONOURS) IN MANAGEMENT	18
Ontario College Advanced Diploma in Business Administration.	
BACHELOR OF BUSINESS (ORDINARY) IN MANAGEMENT	19
Ontario College Diploma in Business.	
Ontario College Diploma in Business – Human Resources.	

SCHEDULE A

Program of Study	Bachelor of Science (Honours) in Computer Service Management
Date of Implementation	September 2021
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Advanced Diploma in COMPUTER ENGINEERING TECHNOLOGY.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

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

ALIGNMENT STUDY REQUIREMENTS

Before entry, an applicant shall complete the following:

- An introduction to relational databases and SQL programming; and
- A refresher course on Linux

ADDITIONAL NOTES

NFQ Level 8 – Honours Bachelor Degree.

SCHEDULE B

Program of Study	Bachelor of Arts (Ordinary) in Hotel Management
Date of Implementation	June 2017
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Diploma in HOSPITALITY - HOTEL AND RESTAURANT OPERATIONS.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Graduates of the BACHELOR OF ARTS (ORDINARY) IN HOTEL MANAGEMENT with a minimum grade average of 50% are eligible to enter Year Four (4) of the BACHELOR OF ARTS (HONOURS) IN HOTEL MANAGEMENT.

This program offers applicants employed in the Hotel Industry the opportunity to pursue a degree in Hotel Management while simultaneously working with their sponsoring hotel. Each semester of the program comprises of 30 credits of study through a blended learning approach.

Students spend an intensive four-week block per semester at MTU – K's Hotel, Culinary Arts and Tourism School. During this period, three courses (15 credits) are delivered. The remaining credits are delivered online while the student is in the workplace and through work-based learning.

SCHEDULE C

Program of Study	Bachelor of Arts (Ordinary) in Culinary Arts
Date of Implementation	June 2017
Date of Renewal	September 2025

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. MTU-K does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this Agreement.

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Graduates of the BACHELOR OF ARTS (ORDINARY) IN CULINARY ARTS may progress to Year Four (4) of the BACHELOR OF ARTS (HONOURS) IN CULINARY ARTS.

SCHEDULE D

Program of Study	Bachelor of Arts (Ordinary) in Early Childhood Education and Care
Date of Implementation	June 2017
Date of Renewal	September 2021

REQUISITE PROGRAM

Ontario College Diploma in EARLY CHILDHOOD EDUCATION.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Graduates of the BACHELOR OF ARTS (ORDINARY) IN EARLY CHILDHOOD EDUCATION AND CARE with a minimum grade average of 50% are eligible to enter Year Four (4) of the BACHELOR OF ARTS (HONOURS) IN EARLY CHILDHOOD EDUCATION AND CARE.

Police clearance is necessary for registration on this programme.

SCHEDULE E

Program of Study	Bachelor of Science (Ordinary) in Health and Leisure
Date of Implementation	June 2017
Date of Renewal	September 2025

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. MTU-K does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this Agreement.

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Advanced entry into the Physical Education stream is not usually possible.

Police clearance is necessary for registration on this programme.

Graduates of the BACHELOR OF SCIENCE (ORDINARY) IN HEALTH AND LEISURE may progress to Year Four (4) of the BACHELOR OF SCIENCE (HONOURS) IN HEALTH AND LEISURE.

SCHEDULE F

Program of Study	Bachelor of Science (Ordinary) in Coaching and Sports Performance
Date of Implementation	September 2021
Date of Renewal	September 2025

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. MTU-K does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this Agreement.

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Local police clearance is necessary for registration on this programme.

Graduates of the BACHELOR OF SCIENCE (ORDINARY) IN COACHING AND SPORTS PERFORMANCE may progress to Year Four (4) of the BACHELOR OF SCIENCE (HONOURS) IN COACHING AND SPORTS PERFORMANCE.

SCHEDULE G

Program of Study	Bachelor of Science (Honours) in Health and Leisure with Massage
Date of Implementation	June 2017
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Advanced Diploma in MASSAGE THERAPY.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Local police clearance is necessary for registration on this programme.

SCHEDULE H

Program of Study	Bachelor of Business (Honours) in Marketing
Date of Implementation	June 2017
Date of Renewal	September 2025

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. MTU-K does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this Agreement.

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

SCHEDULE I

Program of Study	Bachelor of Business (Honours) in Accounting
Date of Implementation	June 2017
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Advanced Diploma in BUSINESS ADMINISTRATION-ACCOUNTING.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

SCHEDULE J

Program of Study	Bachelor of Business (Ordinary) in Accounting
Date of Implementation	September 2021
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Diploma in BUSINESS - ACCOUNTING.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Graduates of the B.Bus. (Ordinary) in Accounting may progress to Year 4 of the B.Bus. (Honours) in Accounting, completing it in a further two semesters.

SCHEDULE K

Program of Study	Bachelor of Business (Honours) in Management
Date of Implementation	June 2017
Date of Renewal	September 2025

REQUISITE PROGRAM

Ontario College Advanced Diploma in BUSINESS ADMINISTRATION.

ADMISSION REQUIREMENT

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

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

SCHEDULE L

Program of Study	Bachelor of Business (Ordinary) in Management
Date of Implementation	September 2021
Date of Renewal	September 2025

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. MTU-K does not guarantee admission into the program and retains the right to limit the number of candidates admitted under this Agreement.

This requirement is as per the CO-THEA Memorandum of Arrangement.

TRANSFER CREDIT

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

COMPLETION TIMEFRAME

MTU-K'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.

Graduates of the B.Bus. (Ordinary) in Management may progress to Year 4 of the B.Bus. (Honours) in Management, completing it in a further two academic semesters.

APPENDIX A

INELIGIBLE PROGRAMS FOR ARTICULATION.

FLEMING	MTU-K
Practical Nursing	Bachelor of Science (Honours) in General Nursing
Recreation and Leisure Services	Bachelor of Science (Honours) in Health and Leisure
Recreation and Leisure Services – Advanced Standing	Bachelor of Science (Honours) in Health and Leisure

ALTERNATIVE PATHWAYS FOR FLEMING PROGRAMS.

FLEMING	MTU-K
Business	Recommended that students complete Fleming's Ontario College Advanced Diploma in Business Administration.

PATHWAYS SUSPENDED FROM 2013 ARTICULATION AGREEMENT.

FLEMING	MTU-K
Internet Applications and Web Development	Bachelor of Arts (Ordinary) in Information Systems Management
Computer Engineering Technician	Bachelor of Science (Ordinary) in Information Technology Support
Hospitality Administration	Bachelor of Arts (Honours) in Hotel Management.
Office Administration Executive	Bachelor of Arts (Ordinary) in Information Systems
Tourism – Global Travel	Bachelor of Arts in Travel and Tourism Management

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