



MEMORANDUM OF UNDERSTANDING

Between

The Sir Sandford Fleming College of Applied Arts and Technology
Peterborough, Ontario, Canada

and

Anglia Ruskin University Higher Education Corporation
Chelmsford, Essex, United Kingdom

May 2022

The PARTIES to this MEMORANDUM OF UNDERSTANDING 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 Anglia Ruskin University Higher Education Corporation, (hereinafter referred to as "ARU"), whose address is Bishop Hall Lane, Chelmsford, Essex, CM1 1SQ, United Kingdom.

For this MEMORANDUM OF UNDERSTANDING:

- "MOU" shall mean this MEMORANDUM OF UNDERSTANDING.
- "PARTIES" shall refer to both THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY and Anglia Ruskin University Higher Education Corporation.
- "PARTY" shall refer to either THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY or Anglia Ruskin University Higher Education Corporation.

ARTICLE 1: PURPOSE

This MOU is a foundational document designed to outline areas of cooperation of mutual benefit that will enrich and enhance the relationship between the PARTIES.

ARTICLE 2: ARTICULATION AGREEMENT

The scope of the articulation agreement activities may include:

- I. Develop and implement a meaningful bilateral articulation agreement.
 - a. An articulation agreement will include opportunities for select ARU program graduates to complete, where practical with credit recognition, a graduate certificate at FLEMING.
 - b. An articulation agreement will include opportunities for select FLEMING program graduates to complete, where practical with credit recognition, an undergraduate degree at ARU.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES before initiating the activity.

ARTICLE 3: STUDENT EXCHANGE

The scope of the student exchange may include:

- I. Facilitate a reciprocal exchange of students to earn credit towards an academic credential.
- II. Where practical, explore opportunities for short-term field study exchange experiences for academic purposes.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES before initiating the activity.

ARTICLE 4: ACADEMIC AND RESEARCH COLLABORATION

The scope of the academic and research collaboration activities may include:

- I. Development of research collaboration opportunities in areas of mutual interest.
- II. Organize symposia, conferences, short courses and other meetings on academic and research topics of mutual interest.
- III. Exchange of academic materials.
- IV. Development of curriculum or course design, including training programs.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES before initiating the activity.

ARTICLE 5: STAFF EXCHANGE

The scope of the staff exchange activities may include:

- I. Facilitate a reciprocal exchange of staff engaged in teaching, research, or administration to enhance cross-cultural understanding, learning, and knowledge sharing.
- II. Where practical, explore opportunities for short-term field study exchange experiences for professional development.

The terms, costs, and conditions of activities listed in this Article will be negotiated and agreed upon by both PARTIES before initiating the activity.

ARTICLE 6: ADMINISTRATIVE CONTACTS

FLEMING	ARU
NAME Peter Bondy	NAME Arjun Patel
TITLE Director, International Education	TITLE Manager, Americas Region
EMAIL peter.bondy@flemingcollege.ca	EMAIL arjun.patel@aru.ac.uk

ARTICLE 7: TERMS AND CONDITIONS OF THIS MOU

- I. This MOU is effective from the date the last Party signs and shall be valid for one calendar year from that date. During the term of this MOU both parties intend to seek to establish a more formal articulation agreement.
- II. Either PARTY may terminate this MOU. 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 6: Administrative Contacts.

ARTICLE 8: ADDITIONAL PROVISIONS

- I. Implementation or commencement of any activities detailed in Article 2: Articulation Agreement, Article 3: Student Exchange, Article 4: Academic and Research Collaboration, or Article 5: Staff Exchange cannot be initiated without both PARTIES entering into a specific agreement.
- II. Neither PARTY may assign this MOU, or change the operation of this MOU, in whole or in part, without the written consent of the other.
- III. The implementation of each activity based on this MOU shall be separately negotiated and determined by Fleming and ARU, and efforts shall be made by both sides to find financial and in-kind resources for implementing specific programs.
- IV. The term and scope of each proposal will be described in individual contracts which will be prepared subsequent to this MOU and signed by both parties and exchanged prior to commencement.
- V. Upon the execution of the first individual contract giving effect to any of the Objectives set out in the MOU ("the Resulting Contract") this MOU shall cease to have effect and shall be superseded by the Resulting Contract.
- VI. Nothing in this MOU shall in any way diminish the full autonomy of either party, nor shall constraints be imposed by either party upon the other in implementing this MOU.
- VII. Nothing in this MOU shall be construed as creating a legal relationship between the parties and for the avoidance of doubt the parties agree that this MOU is not legally binding.
- VIII. This MOU is to become effective when the representatives of each organization have signed below, respectively.

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SIGNATURES

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

For, and on behalf of,
The Sir Sandford Fleming College of
Applied Arts and Technology



Name: Drew Van Parys
Title: EVP Finance and Administrative
Services

_May 11, 2022_____ Date

For, and on behalf of,
Anglia Ruskin University Higher Education
Corporation



Name: Paul Bogle
Title: Secretary & Clerk

_____ May 24, 2022 _____ Date

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