



UpperMadison
COLLEGE
TORONTO  CANADA

LANGUAGE ADMISSION PATHWAY AGREEMENT

BETWEEN

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

AND

**UPPER MADISON COLLEGE
TORONTO, ONTARIO, CANADA**

OCTOBER 2022

The PARTIES to this Language Admission Pathway 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 **Upper Madison College** (hereinafter referred to as "UMC"), whose address is 150 Eglinton Ave 7th floor, Toronto, Ontario, M4P 1E8, Canada.

For the AGREEMENT:

- "AGREEMENT" shall mean this Language Admission Pathway Agreement and additional documents incorporated herein by reference.
- "PARTY" shall refer to either FLEMING or UMC.
- "PARTIES" shall refer to both FLEMING and UMC.
- "PATHWAY PROGRAM" shall refer to English for Academic Purposes (EAP) offered at UMC.

ARTICLE 1: PURPOSE

The Agreement allows candidates to be exempt from FLEMING's English language proficiency requirement. It establishes the principles, guidelines, and procedures governing admission and assessment of selected qualified candidates to enter programs at FLEMING after completing level 13 or 15 of the PATHWAY PROGRAM.

ARTICLE 2: ADMISSION REQUIREMENTS AND PROCEDURES

An application to a program of study is subject to assessment according to FLEMING's admissions procedures and criteria, which may be amended from time to time. FLEMING's programs are subject to enrolment limitations. Admission to any program will be at the sole discretion of FLEMING, even when a candidate has satisfied all applicable admission and related requirements. Neither PARTY shall be responsible for late, incomplete, or deficient admission applications. Each PARTY acknowledges that the existence of a program description in any promotional material does not constitute a legal undertaking that the program is available.

ARTICLE 3: RECOGNITION OF ENGLISH LANGUAGE PROFICIENCY

A candidate must meet FLEMING's English language proficiency requirement and all other academic and non-academic program requirements to gain admission to a study program.

The 2022 curriculum of the PATHWAY PROGRAM was reviewed by FLEMING.

FLEMING agrees to waive its English language proficiency requirement when a candidate completes the PATHWAY PROGRAM. No longer than 2 years must have elapsed between completing the PATHWAY PROGRAM and admission to FLEMING.

Option A

- Successful completion of level 13 of the PATHWAY PROGRAM; and
- Achieved a minimum overall 70% in the PATHWAY PROGRAM.

Eligible Credentials

- Ontario College Certificate; or
- Ontario College Diploma; or
- Ontario College Advanced Diploma.

Option A excludes the Ontario College Diploma in Pharmacy Technician program and all Ontario College Graduate Certificate programs.

Option B

- Successful completion of level 15 of the PATHWAY PROGRAM; and
- Achieved a minimum overall 70% in the PATHWAY PROGRAM.

Eligible Credentials

- Ontario College Certificate; or
- Ontario College Diploma; or
- Ontario College Advanced Diploma; or
- Ontario College Graduate Certificate.

ARTICLE 4: IMPLEMENTATION AND REVIEW

This AGREEMENT is subject to review whenever UMC makes curricular changes to its PATHWAY PROGRAM. When a change occurs during the term of this AGREEMENT, UMC will notify FLEMING's Administrative Contact, as noted in ARTICLE 10: ADMINISTRATIVE CONTACTS, to have the changes reviewed per the AGREEMENT.

The AGREEMENT must be reviewed whenever FLEMING changes its English language proficiency requirements. Fleming will notify the other Party's Administrative Contact when a change occurs, as noted in ARTICLE 10: ADMINISTRATIVE CONTACTS.

ARTICLE 5: CONFIDENTIAL INFORMATION

UMC acknowledges that FLEMING is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) "FIPPA". The PARTIES shall treat all personal information (as defined by FIPPA) received by it in connection with this AGREEMENT as required by FIPPA.

Each PARTY agrees to maintain in confidence and safeguard all confidential information of the other and any personal information disclosed to it by the other.

ARTICLE 6: 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, at their own cost and expense, discontinue the display of the other's name, trademark, logo or other associated marks.

ARTICLE 7: AMENDMENT

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

ARTICLE 8: TERMS AND CONDITIONS OF THE AGREEMENT

- I. This AGREEMENT is effective from the 1st day of November 2022 for three (3) calendar years.
- II. Either PARTY may terminate this AGREEMENT by providing the other PARTY with three (3) months prior written notice. 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 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	UMC
Laura Gunning Associate Registrar - Admissions & Partnerships 599 Brealey Drive Peterborough Ontario K9J 7B1 laura.gunning@flemingcollege.ca	Jim Truong Business & Pathway Development Executive 150 Eglinton Ave 7 th floor, Toronto, Ontario, M4P 1E8, Canada partners@umcollege.net

ARTICLE 11: ADDITIONAL PROVISIONS

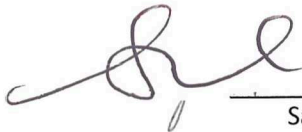
- I. Neither PARTY may assign this AGREEMENT or change the operation of this AGREEMENT, in whole or in part, without the written consent of the other.
- II. This AGREEMENT constitutes the entire AGREEMENT between UMC and FLEMING, and there is no representation, warranty, collateral agreement or condition affecting this AGREEMENT other than expressed here in writing.
- III. This AGREEMENT will be governed by and in accordance with the laws of the Province of Ontario.
- IV. Time shall be the essence 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 effected or impaired.
- VI. This AGREEMENT shall enure to and be binding upon the PARTIES hereto, successors, and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

AUTHORIZED SIGNATORIES. We, the undersigned, the authorized representatives of the PARTIES, hereby demonstrate our commitment to fully implementing the terms hereof by signing this AGREEMENT on the date specified below.

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



Sandra Dupret
Executive Vice President,
Academic and Student Experience

SIGNED THIS 12 DAY OF Dec, 20 22

SIGNED for and on behalf of Upper Madison College by:



Jim Truong,
Business & Pathways Development Executive

SIGNED THIS 2nd DAY OF Nov, 20 22