

AGREEMENT FOR OUTBOUND ARTICULATION

B E T W E E N:

**THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY
AND ADVANCED LEARNING**

205 Humber College Boulevard, Toronto, Ontario M9W 5L7

hereinafter referred to as "**Humber**" of the first part.

-and-

FERRIS STATE UNIVERSITY

1201 S. State Street, Big Rapids, Michigan, USA 49307

hereinafter referred to as "**Ferris**", of the second part;

THIS AGREEMENT made this June 1, 2019

THIS AGREEMENT (the “**Agreement**”) dated June 1, 2019 (the “**Effective Date**”)

B E T W E E N:

**THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY
AND ADVANCED LEARNING**

(hereinafter referred to as the “**Humber**”)

-and-

FERRIS STATE UNIVERSITY

(hereinafter referred to as the “**Ferris**”)

RECITALS:

- A.** The Humber College Institute of Technology and Advanced Learning (“Humber”) is a Post-Secondary Institution as governed by the *Ontario Colleges of Applied Arts and Technology Act, 2002* (Ontario).
- B.** Ferris State University (“Ferris”), a constitutional body corporate of the State of Michigan, located at 1201 S. State, CSS-310, Big Rapids, Michigan, United States.
- C.** Humber and Ferris desire to collaborate on the development of an Outbound Articulation agreement to facilitate educational opportunities in applied higher education.
- D.** Humber and Ferris (together, the “**Parties**” and each a “**Party**”) wish to enter into Agreement to meet growing demands for student mobility and shall be arranged from time to time in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, it is agreed by and between the Parties:

1.0 Intent of the Agreement

- a) To facilitate the transfer of students from Humber with appropriate prerequisite qualifications and grades for advanced standing into the HVACR Engineering Technology and Energy Management Bachelor of Science Program at Ferris (the “Program”).
- b) By this Agreement, applicants from Humber who meet the requirements outlined in Section 3.0 may be eligible for admission to Ferris with full block transfer provided all other entrance criteria are met and space remains available in the Program.
- c) Furthermore, applicants from Humber may apply for the completion of the Program.

2.0 Program

Application Procedures:

a) On campus program (face to face) application requirements at Ferris:

Complete online application and submit application fee.

Send the following documents to the Office of International Education for review.

-Official College transcripts from all institutions attended.

-Passport copy

-Bank letter indicating sufficient funds for study in the US for one full academic year. (Contact Ferris State Office of International Education for exact amount.

This document is required in order to create immigration documents.)

b) Online program application instructions:

Complete online application and submit application fee.

Send the following documents to the Office of International Education for review.

-Official College transcripts from all institutions attended.

c) Application deadlines:

Fall June 15

Spring October 15

Summer February 15

3.0 Required Courses

a) By this agreement, Humber graduates of the Heating, Refrigeration and Air Conditioning Technology Advanced Diploma who have achieved an overall Grade Point Average of 2.5 out of 4 (65-70%) will be granted advanced standing into Year 3 of the HVACR Engineering Technology and Energy Management program.

b) Humber students will be required to take an additional general English course such as WRIT 100: College Reading and Writing Skills prior to admission

c) The program planning guide is attached hereto as "Appendix A". (Curriculum Review)

4.0 Term

This Agreement shall be effective for a period of five (5) years commencing on June 1, 2019 and ending on May 31, 2024.

5.0 Termination

a) Either Party may, terminate this Agreement without cause, by providing one (1) year written notice of termination. Any Student enrolled in the Program at the time such notice of termination is given shall be entitled to complete the Program pursuant to the terms and conditions of this Agreement and in compliance with both Parties Academic Regulations.

b) Either Party may terminate this Agreement by providing written notice of termination on the occurrence of a breach of this Agreement by the other Party that continues for more than ten (10) days after written notice of such breach is given to the defaulting Party by the Party not in default.

6.0 Articulation Program Review

- a) Both institutions will be responsible for an annual review of the Articulation throughout the term of the Agreement.
- b) The annual review shall include marketing and advertising commitments in relationship to this Agreement.
- c) Ferris will be asked to participate in an annual survey in relation to this Agreement, attached hereto as Appendix B (“Appendix B”).

- d) Notice regarding annual review may be addressed to:

6.d.1 if to Humber at: 205 Humber College Blvd.
Toronto, ON M9W 5L7
Attn: Melinda Kao
Program Articulation and Development Consultant
melinda.kao@humber.ca

6.d.2 if to Ferris at: 1301 S. State Street, IRC 134
Big Rapids, MI 49307
Attn: Office of International Education

7.0 Privacy

The Parties shall comply with all privacy legislation which is now, or at any time become applicable to the Parties, including the *Freedom of Information and Protection of Privacy Act* (Ontario) (“FIPPA”) and the General Data Protection Regulation (“GDPR”). Both Parties acknowledge that all records that are collected, created, used, disclosed, and disposed of by the parties under this Agreement are subject to the disclosure provisions of FIPPA.

8.0 Accreditation/Approval

Both programs hold respective accreditation/approval in their jurisdiction. Therefore, does not change the assessment model and expectations for program completion at either Humber or Ferris.

9.0 Expenses

The Parties hereto agree that there shall be no remuneration, costs or expenses paid by one Party to the other hereunder, save and except those expressly disclosed in the Agreement.

10.0 No Third Party Beneficiary

This Agreement is solely for the benefit of the Parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this Agreement.

11.0 Force Majeure

Delay in, or failure of a Party to carry out the duties, undertaking or obligations imposed on the Party pursuant to this Agreement shall not be deemed to be a breach under this Agreement if such delay or failure results from circumstances and conditions beyond the control of the Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will substantially delay such fulfillment (“**Force Majeure**”). The party alleging Force Majeure shall take reasonable action and

undertake necessary measures to resume as soon as possible any of its obligations under this Agreement.

12.0 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral.

13.0 Amendment

This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

14.0 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the applicable jurisdiction wherein the matter arises.

15.0 Dispute Resolution

Within seven (7) business days of one party receiving a Dispute Notice from the other, an appointed senior official of each party will meet and make reasonable good faith efforts to resolve the Dispute by amicable negotiation. The negotiations of the parties under this section will be without prejudice in any subsequent proceeding regarding the Dispute.

Where any dispute arising out of or relating to this Agreement cannot be resolved, the first party shall be entitled to submit the dispute to arbitration in accordance with the provisions of *The Arbitration Act* (Ontario) and all parties agree to cause such arbitration to be conducted in a proper and expeditious manner in accordance with the provisions of *The Arbitration Act* (Ontario) and any determination made as a result of those proceedings, including the awarding of any costs pursuant thereto, shall be conclusive and binding on the parties hereto for the purpose of this Agreement.

16.0 Notice

a) Any notice, demand or other communication (in this Section, a “**Notice**”) required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below, sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail, sent by facsimile transmission, with confirmation of transmission by the transmitting equipment (in this Section, a “**Transmission**”); or sent by email:

- i) if to Humber at: 205 Humber College Blvd.
Toronto, Ontario M9W 5L7
Attention: Harpreet Hansra, Associate Director, Legal and Risk Management

ii) if to Ferris at: 1301 S. State Street, IRC 134
Big Rapids, MI 49307
Attn: Office of International Education

b) Any Party may change its address for Notice by giving Notice to the other Parties.

17.0 Indemnity

- a) Each Party hereby indemnify and save harmless the other Party, and its governors, officers, employees, agents and other representatives, from all liability, all manner of actions, causes of actions, suits, claims, demands and costs whatsoever arising from the actions of the other Party, and its governors, officers, employees, agents and other representatives, in connection with this Agreement.
- b) Neither Party shall be liable to the other for any special, incidental, exemplary, punitive or consequential loss or damages, even if a Party has advised of the possibility of such loss or damage in advance.

18.0 Assignment

Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any person without the prior written consent of the other Party.

19.0 Successors

This Agreement is binding on, and enures to the benefit of, the Parties and their successors and permitted assigns.

20.0 Further Assurances

Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.

21.0 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

THE HUMBER COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING

By: _____
Name: Laurie Rancourt
Title: Senior Vice President, Academic
Date 8/13/19

By: _____
Name: Lori Diduch
Title: Vice President, Human Resources and Organizational Effectiveness
Date 8/13/19

FERRIS STATE UNIVERSITY

By: _____
Name: Dr. David L. Eisler
Title: President
Date 10/21/19

By: _____
Name: Dr. Paul Blake
Title: Provost/Vice President, Academic Affairs
Date 10/21/19

By: _____
Name: Rich Goosen
Title: Interim Dean, College of Engineering Technology
Date 10/8/19

By: _____
Name: Joe Compton
Title: Coordinator, HVACR
Date 10/8/19

Appendix A Curriculum Review (Pathway Details)

The HVEM degree addresses designing, retrofitting, testing, and balancing on a problem-solving level and prepares the HVEM engineering technologist to fill a wide technological gap between the service technicians and engineers. Challenging careers abound on a national level with firms who look for trained HVEM engineering technicians for a variety of positions: application and/or project engineering, systems control, estimating, engineering, field technician, systems reps, marketing, control systems training, and HVEM in-plant engineering.

General Admission Criteria

To be admitted to this degree, students must have completed the Advanced Diploma in Heating, Refrigeration and Air Conditioning Technology or related technical area or equivalent with a minimum GPA of 2.5 (on a 4.0 scale), and completion or competency in the following Ferris courses or their direct equivalents: ENGL 150, ENGL 250 or ENGL 211, MATH 115 or MATH 116, and four credit hours in a science course (lab or non-lab). Official transcripts from all accredited colleges/universities must be submitted with the Ferris application.

Course Requirements					
FSU Course	FSU Course Title	Cr. Hrs.	Course	Humber College Course Titles	Cr. Hrs.
HVACR Major Courses for AAS Degree	HVACR Major Courses for AAS Degree	Varies	AAS	Advanced Diploma in Heating, Refrigeration and Air Conditioning Technology	Varies
ENGL 211	Industrial and Career Writing	3	WRIT 208	English 2 for Skilled Trade Professionals	3
MATH 116	Intermediate Algebra - Numerical Trigonometry	3	TMTH 105 or TMTH 135	Technical Mathematics 1 or Math 1	3-4
MATH 126	Algebra - Analytic Trigonometry	3	TMTH 205	Math 2	3
FSU	Complete two Natural Sciences courses - Select courses from the following subject areas: Astronomy, Biology, Chemistry, Geology, Physical Science (one course must be a lab science course)	7-8	Humber College	Varies	Varies
FSU	Culture Elective - (select three courses; consult advisor for assistance)	9	Humber College	Varies	Varies
FSU	Self and Society Elective - (select two courses; consult advisor for assistance)	3	Humber College	Varies	Varies
Total Transferable Credits					Varies

Refer to HVACR webpage for current BS degree check sheet (course sequence guide)
Students can also refer to the [Ferris Transfer Equivalency Guide](#)

Students are required to reach the Ferris MATH 126 or MATH 130 level. The path to MATH 126 is Ferris MATH 116 and MATH 126. The path to Ferris MATH 130 is MATH 115, MATH 120, and MATH 130.

[FSU General Education Requirements](#)

Students are encouraged to work with their Ferris advisor for selection of any electives to ensure transferability and to minimize credits taken.

Program Contact Information:

Main Campus, Big Rapids

College of Engineering Technology

[College of Engineering Technology Webpage](#) | (231) 591-2890 | (231) 591-2608 | [Ferris HVACR Website](#)

Ferris Online

(800) 562-9130 | (231) 591-2340 | [Ferris Online Email](#)

[Transfer Partnerships Webpage](#)

Office of International Education

International@ferris.edu

231-591-2450

Appendix B - Student Transfer Activity Survey

To our Post-Secondary Partners:

As part of our ongoing commitment to ensure the success of our outbound transfer agreements, we are requesting feedback from our institutional partners in relation to Humber student activity levels during their studies at your institution. This brief survey, to be undertaken on an annual basis, will help Humber and its partners to expand and review transfer pathways that respond to student needs and support their success.

Humber is committed to respecting your privacy and protecting your personal information. In accordance with Section 39(2) of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, this is to advise you that your personal information is collected under the legal authority of the *Ontario Colleges of Applied Arts and Technology Act, 2002*, and may be used and/or disclosed for administrative, statistical and/or research purposes of the college and/or ministries and agencies of the Government of Ontario and the Government of Canada. If you have any questions about the collection, use and disclosure of your personal information by the college, please contact the Associate Vice President, Administrative Services, 205 Humber College Boulevard, Toronto, ON M9W 5L7. 416.675.6622.

Name of Institution: _____

1. Number of students who have identified as previously studying at Humber College and who enrolled at your institution for all semesters in the 2015-16 academic year.

- 0 students
- 1-10 students
- 11-20 students
- 21+ students
- Undetermined

2. In the past 5 years, which programs have the Humber transfer students enrolled in at your institution?

3. Please share any success stories related to Humber transfer students. (web links, articles, pictures, and/or anecdotes are appreciated.)

4. Do you have any other feedback for us?

Thank you.