

INSTITUTIONAL ARTICULATION AGREEMENT
BETWEEN
MIAMI UNIVERSITY
AND
SOUTHERN STATE COMMUNITY COLLEGE

This Institutional Articulation Agreement (this "Agreement") is entered into by and between SOUTHERN STATE COMMUNITY COLLEGE, located at 100 Hobart Dr, Hillsboro, OH 45133; and Miami University, a body politic and corporate established and existing under the laws of the State of Ohio, with offices located at 215 Roudebush Hall, 501 East High Street, Oxford, OH 45056 ("Miami"). SOUTHERN STATE COMMUNITY COLLEGE and Miami are occasionally referred to herein individually as a "Party" or collectively as the "Parties." This Agreement shall be effective for all purposes on the date that it is signed by Miami (the "Effective Date").

Miami University and SOUTHERN STATE COMMUNITY COLLEGE recognize the need to facilitate the transfer of students from SOUTHERN STATE COMMUNITY COLLEGE to Miami University to pursue and achieve their educational goals.

In an effort to ease the transfer process and to promote the closer coordination of academic courses, programs and degrees offered by our institutions, we do hereby enter into the following institutional articulation agreement.

ARTICLE 1: SCOPE OF COLLABORATION

- 1.1 Transfer students shall be subject to the catalog in force at the time of their admission to the receiving institution and to any revisions that occur after its publication and prior to their enrollment. Once admitted, transfer students shall be subject to the same regulations governing applicability of catalog requirements (including, but not limited to major, GPA, graduation, and/or residency requirements, policies, procedures, and standards) as native students. Furthermore, transfer students shall be accorded the same class standing and other privileges as native students on the basis of the number of credits earned.
- 1.2 Recognizing the system of preparation afforded by the completion of an Associate of Arts and/or Associate of Science (AA/AS) degree and in accordance with Miami University's Articulation and Transfer policy, eligible transfer students will be admitted to Miami University, provided their cumulative grade-point average is at least 2.0 for all previous college-level courses and other institutional admission criteria, such as space availability, adherence to deadlines, payment of fees, and grade-point average that are fairly and equally applied to all undergraduate students have also been satisfied. Transfer students so qualified shall be able to compete for admission to specific programs on the same basis as native students of that institution.
- 1.3 Students so admitted will be considered for admission to selective programs (majors, minors, or fields of concentration) with the same guidelines that are applied to native Miami University students. Students are responsible for understanding and adhering to the selective admission requirements, according to catalog requirements, at Miami University.

- 1.4 Students completing the OT36 through their General Education credits will have completed most requirements for Miami Plan Perspectives Areas and Signature Inquiries. Students entering Miami having completed the OT36 must complete 9 credits of Signature Inquiry, however this may be met by matching equivalent Perspectives courses that have a Signature Inquiry designation. Students will also need to complete coursework in Global Citizenship (Intercultural Consciousness or Global Inquiry for 3 credits), Knowledge in Action: Experiential Learning (0 credits), and a Senior Capstone (3 credits).
- 1.5 Successful completion of an A.A. or an A.S. at SOUTHERN STATE COMMUNITY COLLEGE will allow students to fulfill general education (Miami Plan) requirements at Miami University including: English Composition (3), Advanced Writing (3), Social Science (6), Humanities (3), Arts (3), Math/Formal Reasoning (3), and Natural Science with Lab (6), DEI (3 credits), plus nine credits of Signature Inquiry Requirements. Depending on the courses taken, additional credit may also be awarded for Global Inquiry or Intercultural Consciousness requirements.
- 1.6 Students who have not completed their AA/AS/AAS degree, or who have earned a cumulative grade point average below 2.0, or those who have been dismissed previously from another institution will be considered for admission according to the admissions policy and standards of Miami University catalog requirements.
- 1.7 SOUTHERN STATE COMMUNITY COLLEGE and Miami University will work together to maximize the acceptance and application of transfer credit. Program-specific Advising Guides supporting this institutional agreement will outline selective admission requirements, course equivalencies, and other information affecting students who enroll in a particular academic program. These supplemental programmatic Advising Guides must be consistent with the tenets of this overarching institutional agreement. Students transferring credit outside of programmatic Advising Guides will have the application of transfer credit done on a course-by-course basis Miami University. Ultimately, the acceptance and application of transfer credit is the decision of Miami University.
- 1.8 Miami University will provide SOUTHERN STATE COMMUNITY COLLEGE with course equivalent information regarding SOUTHERN STATE COMMUNITY COLLEGE courses and their Miami University equivalents. Miami University will update the information and provide the most current equivalencies to SOUTHERN STATE COMMUNITY COLLEGE upon request.
- 1.9 Due to curriculum structures and the variability in student enrollment patterns, Miami University cannot guarantee that students who transfer under the provision of this agreement will complete all the requirements to graduate from Miami University with a Bachelor's degree (124 credit hours) within two years or by earning an additional 62 semester hours at Miami University.
- 1.10 Miami University will report the number of transfer students from SOUTHERN STATE COMMUNITY COLLEGE for the previous academic year, upon request.
- 1.11 All collegiate level courses completed at SOUTHERN STATE COMMUNITY COLLEGE with a "D-" or better grade will be accepted for students who transfer with or without an earned AA/AS/AAS degree. These credits shall be accepted toward the student's class standing and shall be articulated to specific Miami University courses whenever possible.

It should be noted that the student may be required to retake any course in which s/he received a grade of "C or D" where there is a higher minimum grade required for all native Miami University students pursuing the same academic program. The application of this rule shall be the same for both native Miami University students and SOUTHERN STATE COMMUNITY COLLEGE transfer students.

1.12 Federal regulations mandate that financial aid can be disbursed to a student by only one institution during any given term. Financial aid eligibility through SOUTHERN STATE COMMUNITY COLLEGE ends when the student completes their SOUTHERN STATE COMMUNITY COLLEGE degree and commences working upon a degree program at Miami University.

1.13 Both parties are to communicate the conditions of this institutional articulation agreement, in accordance with federal, state, and local laws, to their respective external and internal constituencies.

SOUTHERN STATE COMMUNITY COLLEGE will appropriately include this agreement in any listing of articulation and transfer agreements and will communicate this information through a web portal designed to disseminate transfer information to students, staff, and faculty. Other methods of communication, when appropriate, might include and are not limited to inclusion in the college catalog, program specific materials, and graduate mailings.

Miami University will appropriately include this agreement in any listing of articulation and transfer agreements and will communicate this information, and afford the appropriate training when necessary, to staff and faculty to support the SOUTHERN STATE COMMUNITY COLLEGE transfer student.

1.14 SOUTHERN STATE COMMUNITY COLLEGE is hereby granted a limited, non-exclusive, non-transferable license to use Miami University name, tradenames, trademarks, and logos during the term of this Agreement **for the sole purpose of promoting this Agreement and Miami University programs in accordance with this Agreement.**

Miami University is hereby granted a limited, non-exclusive, non-transferable license to use SOUTHERN STATE COMMUNITY COLLEGE's name, tradenames, trademarks, and logos during the term of this Agreement **for the sole purpose of marketing to the SOUTHERN STATE COMMUNITY COLLEGE student population about this Agreement and Miami University programs in accordance with this Agreement.**

Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party.

1.15 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. In no event, shall the license or use of the Institution's name, tradename, trademark, or logo be assigned to a parent, affiliate, or successor company formed by the merger or reorganization or similar corporate transaction of the SOUTHERN STATE COMMUNITY COLLEGE with any other company.

1.16 The parties agree to develop pathways for the transfer of credits involving specific courses of study or degree programs, the details of which shall be agreed upon by the parties in a separate writing that is hereby deemed incorporated into and subject to the terms of this Agreement.

ARTICLE 2: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

ARTICLE 3: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 4: FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of Miami, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Miami's reasonable control, Miami will assist the affected students in finding an alternate site to complete the Program.

ARTICLE 5: FERPA

The parties acknowledge that information (if any) received from Miami regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent. For the purposes of this Agreement, SOUTHERN STATE COMMUNITY COLLEGE shall be deemed to be a "school official," as defined under FERPA.

ARTICLE 6: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 7: WAIVER and SEVERABILITY

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or

unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of it.

ARTICLE 8: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 9: GOVERNING LAW

This Agreement shall be construed and enforced solely pursuant to the laws of the State of Ohio (USA), without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of Ohio (USA). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and federal courts located in the State of Ohio (USA). The United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") shall not apply to this Agreement.

ARTICLE 10: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified or amended only by a written document executed by both parties.

ARTICLE 11: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

ARTICLE 12: DURATION

The term of this Agreement shall commence on the Effective Date and shall continue through academic year, 2028-2029 (the "Initial Term"). A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the end of the Initial Term. Following the evaluation, this Agreement may be renewed and resigned for an additional five (5) year term (a "Renewal Term"), unless either party gives the other a minimum of thirty (30) days prior written notice of non-renewal. Should the precepts of this agreement, in the interim, come in conflict with established policy at either institution, the established policy

will take precedent and the agreement will be reviewed for possible modification. In either event, care will be taken to ensure that agreement modifications will not adversely affect students already enrolled and covered under the provision of the existing agreement.

ARTICLE 13: TERMINATION

This agreement may be terminated at the will of either party by giving ninety days (90) days written notice to the other, provided that students who have elected to utilize a transfer pathway prior to the termination of this Agreement be permitted to complete their transfer.

ARTICLE 14: COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

