**Articulation Agreement**

**Between**

**The Board of Trustees of Illinois State University**

**and**

**<Institution>**

The Board of Trustees of Illinois State University (ISU) and <Legal Name of Institution > (Institution) hereby form a cooperative relationship through this articulation agreement to serve our public constituents, smooth the transfer process, minimize duplication of instruction, and build on student learning experiences, recognizing the value of their collective efforts.

In exchange for the mutual benefits that will be realized by both institutions, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. Intending to transition to a five (5) year contracting term that runs on an August 1 - July 31 cycle, this Agreement shall run from the last date signed through the next July 31 plus five (5) years. This agreement may be renewed for an additional five (5) year term upon the advance written agreement of the parties.
2. Students meet the following criteria will be admitted to ISU and its <degree> program (Program), subject to available Program capacity;
	1. Successful completion of courses listed on Exhibit A attached hereto which meet ISU transfer requirements;
	2. Meet all published ISU and ISU program admission criteria including minimum cumulative GPA from all attended institutions of higher education;
	3. Submit completed application for transfer to ISU by <date>, for start of ISU classes the next Fall Semester

Provided, this agreement does not guarantee admission for students seeking readmission or reinstatement to Illinois State.

1. Institution and ISU will collaborate and coordinate the recruitment and transfer of students in accordance with the program and degree requirements of their respective institutions. Institution will inform prospective students of this program during student recruiting activities through co-branded marketing materials and/or other mutually agreed upon means. Institution will publish the details of this agreement on their website for the benefit of students interested in participating in the program. ISU and Institution will jointly approve any and all advertising related to the Program. ISU will provide online or print information regarding its academic program requirements and transfer credit policies.
2. Representatives of both institutions agree to communicate on a regular basis, and no less than every other year, to assess curricular changes and other conditions that may affect the nature of the agreement.
3. This agreement does not preclude either institution from making curriculum changes. A party making curriculum changes that may impact this Agreement will promptly provide the other party with written notice of any such curriculum changes.
4. Either party may terminate this agreement by giving at least sixty (60) days advance notice to the other party at the contact information listed below. Students participating at the time of termination will be permitted to complete the Program.
5. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this paragraph:

For Illinois State University: For Institution:

Contact person Contact person

Contact Dept Contact Department

Illinois State University Institution Name

Campus Box XXXX Institution Address

Normal, IL 61790-XXXX City, State, Zip

1. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
2. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
3. The relationship of each party to the other under this Agreement shall be that of independent contractor, and no employment, partnership, or joint venture relationship shall be created by the entry into or performance of this Agreement by the parties.
4. Both parties affirm that, to the best of its knowledge, there exists no actual or potential conflict

 between such party’s business, or financial interests and its obligations under this

Agreement; and, in the event of a change in either of its private interests or obligations under this Agreement, and such party will raise to the other any questions regarding a possible conflict of interest which may arise as a result of such change.

1. This Agreement may not be assigned to either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. The Agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the content of said Agreement. This Agreement may not be amended by either party unless such amendment is mutually acceptable to both parties and is reduced to writing and signed by both parties.
2. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party’s right to enforce such provisions in the future. In the event that any provision of this

Agreement shall be held to be void, voidable or otherwise unenforceable, the remaining provisions, shall remain in full force and effect. This Agreement may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in a court of competent jurisdiction located in Illinois.
2. Confidentiality. Both ISU and Institution may receive confidential student information as a result of participation associated with this Articulation Agreement. ISU and Institution agree to abide by the student protections as outlined in the Family Educational Rights and Privacy Act.

1. Use of Trademark. ISU and Institution agree to grant mutual, non-exclusive, non-transferable rights to utilize each other’s trademarks, logos, or other institutional identifiers as provided by each party for the purposes of promoting this agreement, and for no other purpose. Should improper use of any trademark by either institution be determined, ISU and Institution shall attempt to collaboratively work to rectify the usage. Usage does not grant any right or interest to acquire said trademarks.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

**Board of Trustees of Illinois State University**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ani Yazedjian, Ph. D. Date

Vice President for Academic Affairs and Provost

**<Institution Legal Name>**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**(Exhibit A)**

**Course Requirements for Transfer to ISU**

**<Institution Name>**

**First Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Second Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Third Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Fourth Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Illinois State University**

**Fifth Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Sixth Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Seventh Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Eighth Semester**

Insert course insert hours

Insert course insert hours

Insert course insert hours

Insert course insert hours

**Total number of hours: Insert hours**