



MOU21-007

ARTICULATION AGREEMENT

between

University of California San Diego

Extension

and

Antioch University

September 1, 2020-December 31, 2022

This Articulation Agreement between The University of California San Diego Extension (UC San Diego Extension) with an address of 9500 Gilman Drive, MC 0170T, La Jolla, CA 92093-0170 and Antioch University, with an address of 900 Dayton Street, Yellow Springs, Ohio 45387, sets forth the terms and conditions of the parties' agreement to provide for the transfer of certain credits earned by students of University of California San Diego Extension to Antioch University.

1. **Background.** Antioch University, located in Yellow Springs, Ohio is accredited by the Higher Learning Commission. Antioch University Online (AUO), the nation-wide and online division of Antioch University, offers an online Master of Business Administration program with a variety of concentrations.

University of California San Diego Extension, located in San Diego, California, offers a Sustainable Business Practices certificate that includes four required courses and one elective course (15 quarter credits of coursework total) that are offered in both in-class and online formats.

The University of California San Diego Extension and Antioch University have developed this articulation agreement for students who have completed the Sustainable Business Practices certificate from UC San Diego Extension and who wish to complete their master's degree through AUO. The purpose of the agreement is to provide a smooth curricular transition for students, allowing them to transfer from UC San Diego Extension to AUO without duplication of coursework, up to the maximum transfer credit designated in this agreement. AUO and UC San Diego Extension enter into this agreement as cooperating, equal partners who shall maintain the integrity of their separate programs.

2. **Term; Termination.** The term of this contract is September 1, 2020 – December 31, 2022. Either party may terminate this agreement upon ninety (90) days' written notice to the other. Upon termination, any student who has already submitted materials for application to Antioch University shall be admitted at the sole discretion of Antioch University.

3. **Eligible Students.** Individuals must satisfy the following conditions to be eligible for inclusion in this articulation agreement:

a. Student Standing with UC San Diego Extension

- i. Students must have been in good academic standing during their last term with UC San Diego Extension; and
- ii. Students must be in good financial standing with UC San Diego Extension at the time of transfer (including those students owing a balance to UC San Diego Extension or who have a payment plan in place).

b. Student Enrollment with UC San Diego Extension

- i. Students must have completed and been awarded a Sustainable Business Practices certificate from UC San Diego Extension prior to enrollment at AUO; and
- ii. The certificate must have been granted during the term of this agreement, or within three years prior to this agreement.

4. **Transfer Credit**

a. AUO agrees to accept credits awarded by UC San Diego Extension for the completion of the Sustainable Business Practices certificate, up to the maximum transfer

credit designated in this agreement, toward the fulfillment of AUO's Master of Business Administration (MBA) degree.

b. The Sustainable Business Practices certificate program requires 15 quarter credits of course work. All 15 credits must be successfully completed and will be transferred in block. The completed certificate will be transferred as a 10 semester credit block and will be applied towards the self-designed concentration in the MBA degree at AUO. Therefore, a maximum of 10 semester credits will be applied to the Antioch degree.

c. Transfer students shall be subject to the catalog in force at the time of their admission to AUO and to any revisions that occur prior to their enrollment. Once admitted, transfer students shall become AUO students subject to the same regulations governing applicability of catalog requirements (including, but not limited to major, 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 based on the number of credits earned.

5. **Admissions.** UC San Diego Extension students must meet the AUO admission requirements for the MBA program, at the time of admission to the program. Current admission requirements are listed here:

a. Bachelor's degree from a regionally accredited college or university or an institution recognized by national accreditation.

i. Official transcripts of all academic work are required.

ii. Exceptions may be reviewed on a case-by-case basis using faculty's professional judgment, such as cases of international degree, in keeping with University policy.

b. Current resume

c. Admissions Essay: An essay in 300 words for each of the responses:

i. What do you see as the greatest challenge or challenges facing people who strive to be leaders in today's world?

ii. What personal experiences and/or characteristics make you a great candidate for this graduate program?

iii. If your undergraduate degree is below a 3.0 GPA, respond to this additional question in 300 words or less:

1. What specific factors contributed to your undergraduate GPA, and how have those factors changed so that you can be successful in our graduate program at AUO?

- d. Additional requirements for international students:
 - i. Reading & Writing Proficiency Assessment (if applicable) or TOEFL score of 550 “paper-based”, 214 “computer-based”, and 79 “internet-based” or higher.

6. Student Status

- a. All students who are accepted into the MBA program shall become students of AUO for all purposes, including enrollment and financial aid, and shall be subject to AUO’s academic and student policies and all other terms and conditions outlined in the applicable academic catalog or website. This includes, but is not limited to, all AUO graduation requirements for degree conferral.
- b. As AUO students, students will have complete access to library resources, as well as other services that AUO typically provides to online graduate students, including but not limited to admissions, registration, financial aid, degree conferral, transcripts, writing support, IT access and support, and academic advising.
- c. All students who are accepted into the MBA program are required to participate in and complete an online New Student Orientation prior to the first semester of classes with AUO.

7. Communication and Marketing; Limited Trademark License. UC San Diego Extension agrees to notify students in its Sustainable Business Practices certificate program of this Agreement. Both parties agree to develop joint marketing materials, which will be approved in writing by both parties. To facilitate marketing efforts, the undersigned copyright owners The University of California San Diego Extension and Antioch University do hereby enter into this Limited Trademark Cross License ("License") to one another under the following terms and conditions:

- a. Grant of Cross-License. The parties will provide copies of their approved logos or other trade or service marks. The undersigned Parties hereby grant to one another a non-- exclusive, fully paid, revocable license to use the trade and service Marks provided

for the limited purpose publicizing the existence of the Agreement for so long as the Agreement remains in effect.

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, trade name, trademark, or logo of the other party. Neither party shall use the name, trade name, 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, trade name, trademark, or logo of the other party.

8. Exchange of Data; Confidentiality

a. The UC San Diego Extension and AUO agree to exchange data and documents as agreed that will contribute to the maintenance and improvement of these transfer arrangements, and promote effective cooperation between the two institutions.

b. Student Data. Any exchange by the parties of student record information protected by the Family Education Rights and Privacy Act (20 USC § 12329) and implementing regulations (34 CFR Part 99) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation, 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35.

c. Confidentiality. The parties shall treat any and all proprietary, non-public information about the other, including but not limited to student and business information acquired during the course of this agreement, as confidential, and shall not disclose such information to third parties. This duty of confidentiality continues after termination of this agreement.

9. Intellectual Property. The parties acknowledge that there will be no exchange of curricula pursuant to this Agreement. Parties acknowledge that each Party shall have no further interest or rights in the intellectual property of the other Party other than the limited, revocable rights herein granted.

10. Indemnification. Each party shall protect, indemnify and save harmless the other party, and the other party's trustees, directors, officers, employees, agents and representatives, from and against any and all claims, causes of action, damage and expense occasioned by or arising out of any occurrence causing or inflicting injury or damage from its negligent, reckless or intentional acts or omissions, or those of its employees, agents or invitees.

11. Insurance. Each party shall maintain commercial liability insurance adequate to insure its obligations under this Agreement, but with limits no less than \$1M per occurrence and \$3M aggregate.

12. Miscellaneous

a.) AUO's representative for purposes of administration of this agreement shall be Terry Ratcliff, Antioch University Provost for Distance and Extended Education. UC San Diego Extension's representative for purposes of administration of this agreement shall be Laura Fandino, Assistant Dean for Professional and Continuing Education.

b.) The parties shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the other, provided, however that claims for money due may be assigned to any financial institution without prior written consent, provided that notice of such assignment shall be furnished to the other party.

c.) The parties agree that this Agreement represents the entire agreement between the parties. This Agreement may be amended or extended by the mutual written consent of the parties.

d.) The parties agree that any disputes arising under this Agreement shall be settled according to applicable laws of the State of California.

e.) No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

f.) All notices given under or related to this Agreement shall be in writing and delivered by hand, by certified mail, postage pre-paid, return receipt requested, by express mail express courier service or by electronic transmission. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service, or if sent by electronic transmission, on the date received by the addressee. The parties' respective addresses for purposes of notice shall be the addresses stated above.

g.) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Signatures

Douglas Lincoln June 30, 2020



June 23, 2020

Douglas Lincoln Date

Chester Haskell, DPA Date

Chief Administrative Officer

Vice Chancellor for Academic Affairs and Provost

UC San Diego Extended Studies & Public Programs Antioch University