

**MICHIGAN STATE UNIVERSITY
OFFICE OF THE PROVOST**

This document should be used for the development or revision of an inter-institutional agreement. Questions should be addressed to Joy Speas, University Curriculum Administrator, at jspeas@msu.edu or 517-355-8420.

ARTICULATION AGREEMENTS AND CONSORTIUM AGREEMENTS

Definitions

Articulation agreements are mutual promises of cooperation for particular programmatic purposes to provide program access at whatever location through a pattern of normal transferability of students from one institution to another, without dual enrollment status that is formally recognized or requires any special treatment.

Consortium agreements involve programmatic arrangements that anticipate either dual or intermittent enrollments; anticipate the availability of financial aid; require actions by support offices that are individually tailored to the needs of the program and require unique processing; involve tuition and fee charges that differ according to the source of particular courses in the program; or require understandings based on potential differences in academic policies.

Certain articulation and consortium agreements are commonly labeled as **ISP international agreements** if they **do not** impact degree requirements. To see a list of such agreements, please visit the International Studies and Programs (ISP) website at <https://www.isp.msu.edu/msus-global-reach/relationships-partners/agreement-search/>.

Establishment and Definition of Agreements

Articulation agreements and/or consortium agreements must have the approval of the University, as validated by the signature of the Provost or approved designee.

The agreement should clearly establish:

- Which institution is considered the “host” and which is considered the “home” school? In all instances, MSU should only be considered as “home” institution for students admitted to an MSU degree program. Prospective students should be aware of the extent of their rights and limitations in any such program.
- The specific academic/learning reasons for creating this agreement along with a statement of how this will advance student learning and in what ways.
- The nature of the services to be performed by each party and why.
- The period of the agreement.
- The conditions under which the contract can be reviewed, renewed, and/or terminated including appropriate protection for enrolled students in such situations.
- The venue for addressing perceived breaches of the agreement.

The agreement should explicitly define:

- Educational courses, program(s), and services included in the agreement.
- The institution(s) awarding the credit.
- How the faculties of the accredited entities will periodically review the courses and programs.
- How student support services necessary to the courses/program(s) will be delivered.
- How student access to the learning resources requisite for the course/program(s) will be assured.
- Who has primary responsibility for student evaluation?

Consortium agreements require a written and auditable document for financial aid purposes.

The consortium agreement must explicitly state:

- Which school is responsible for dispersing financial aid and monitoring student eligibility for aid? In some cases, student enrollment status and cost of attendance must be included.
- Financial arrangements that set forth a mechanism to account for the services provided by each of the parties.
- Financial arrangements that meet all legal requirements for federal and state student aid programs that might be used by students or the contracting accredited entities.

Review Process

Requests for Articulation Agreements and Consortium Agreements must be sent to the Office of the Provost.

Michigan State University
Office of the Provost
Attn: University Curriculum Administrator
Hannah Administration Building
426 Auditorium Road, Suite 430
East Lansing, MI 48824-2603
Email: artcons@msu.edu

The University Curriculum Administrator reviews the proposed agreements for accuracy. If the proposed agreement is new or has substantive changes it is sent by the University Curriculum Administrator to the Office of the General Counsel and to the Office of the Registrar for review.

After review by General Counsel and the Office of the Registrar, the University Curriculum Administrator routes to others for approval (as listed below). Once approval is obtained by the appropriate units/individuals, the University Curriculum Administrator sends it to the Associate Provost of Enrollment and Academic Strategic Planning, who reviews and sends to the Provost and Executive Vice President for Academic Affairs for signature. The Provost and Executive Vice President for Academic Affairs signs and returns it to the Associate Provost of Enrollment and Academic Strategic Planning.

The Associate Provost of Enrollment and Academic Strategic Planning sends a cover letter to the participating institution with two signed copies of the agreement. The institution's contact person is asked to sign both agreements, keep one copy for their records, and return the other signed copy to the Associate Provost of Enrollment and Academic Strategic Planning in an enclosed self-addressed, stamped envelope.

When the signed agreement is returned to the Associate Provost of Enrollment and Academic Strategic Planning, it is copied and distributed to the, University Curriculum Administrator and the MSU academic unit participating in the agreement for archival purposes and posted to the Consortium and Articulation website.

Required Approvals:

- Associate Provost of Enrollment and Academic Strategic Planning
- Associate Provost for Undergraduate Education and Dean of Undergraduate Studies
- Associate Provost for Graduate and Postdoctoral Studies
- Director for Academic Assessment, Program Review and Accreditation
- Director, Office of Admissions
- Director, Office of the Controller
- Director, Office of Financial Aid
- University Registrar, Office of the Registrar

Additional Approvals - when consultation is appropriate:

- Assistant Vice President and Director of Planning and Budgets
- Information Technology Services
- International Studies and Programs – Office of International Students and Scholars
- Library access – MSU Libraries
- Office of the General Counsel
- Parking – Police and Public Safety
- Residential and Hospitality Services
- University Development
- University Outreach and Engagement
- Vice President for Research and Graduate Studies – Institutional Review Board and the Office of Intellectual Property

ARTICULATION AGREEMENT AND/OR CONSORTIUM AGREEMENT INSTRUCTIONS

1. Title

Various titles are acceptable, including “memorandum of understanding between ...” and “general agreement for academic cooperation and exchange between....” In addition to the names of the institutions, the address should be provided in the heading of the document.

2. Preamble

A general, short statement providing contextual information about the history and other background for the agreement is appropriate.

3. General purposes

A general agreement is usually the first affiliation document developed with a partner institution. This agreement is a means to formally recognize a relationship between a unit at MSU and a partner. A general agreement identifies the activities that the two institutions wish to work toward. Before these activities can be implemented, however, both parties should discuss the problems involved to the satisfaction of each party and enter into specific activity agreements based on the forms of mutually agreed upon implementation. This section should outline the various purposes of the agreement. Such purposes might include:

- A. Exchange of faculty and/or research scholars
- B. Exchange of students
- C. Joint research and meetings for education and research
- D. Exchange of materials, documents, and information
- E. Technical assistance

4. Specific activities to be pursued and implementation plans.

Specific activities may be mentioned as well as implementation plans and assignment of roles and responsibilities of the parties. It also is possible to create additional agreements for specific activities after the agreement is initiated. If an exchange of students is to take place, a separate Student Exchange Agreement and supporting documents will need to be completed.

5. University units that might be involved/named in the agreement

The agreement should name each unit that will be involved. It also could mention, if desired, what expansion to other units might be sought in the future and identify directions that future development might take. It could involve centers, institutes, departments, colleges and/or the university as a whole.

6 Parameters of the agreement

The agreement should include a statement to the effect that “this document constitutes the entire agreement between the parties, and that all prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this document.” It should also include a statement which indicates that “the agreement is not considered to be a contract creating legal and financial relationships between the parties. The agreement is designed, rather, to facilitate and develop a genuine and mutually beneficial exchange process/research relationship, and so forth.”

7. Funding arrangements, if any

If funds are available to support the agreement activities, they should be identified in the agreement. The text should identify the source and amount of the funds and the time during which the funds will be available.

8. Duration of the agreement

All agreements should have a specified life span. Typically, agreements are signed for five-year periods with the possibility of renewal upon the written agreement of both parties. Language should include “this Agreement shall become effective as of the last date of signatures of both parties.”

9. Termination

This section should specify the ways in which the agreement may be terminated by either party. Typically, the language would include, “the agreement may be terminated by written notice by either party with a minimum of 120 days written notice.

Activities in progress at the time of termination of this agreement shall be permitted to conclude as planned unless otherwise agreed.”

10. Review and evaluation of the agreement

All agreements should have a provision that specifies that review and evaluation of outcomes will take place at the end of the stated life span. Persons (by position) responsible for the evaluation should be identified.

11. Nondiscrimination

This agreement should contain a statement that indicates that “both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, height, weight, marital or familial status, ethnicity, religion, national origin, or disability.”

12. Communication between the parties

This section should name the contact persons, including their addresses, telephone, fax, and e-mail addresses, for each participating institution. This section also should specify the language of communication and the process by which communication will take place (e.g., mail, fax, e-mail).

13. Partner Review

Upon the completed drafting of the Agreement by the MSU unit, it should be forwarded to the institutional partner for review and approval. Once both parties agree on the wording and contents of the Agreement, the document should then be forwarded to the Provost for review and approval.

14. Signatories

One or more signatures from each institution are required to make the agreement effective. It is desirable to have the heads of all participating units sign, but it is not required. The only required signature from MSU is that of the Provost. Generally signatures are paired, with the equivalent official of each institution signing the agreement. It is recommended that the director of the relevant area studies center be included as a signatory.

Office of the Provost Use Only
Articulation and Consortium Agreement Approval Checklist

(This checklist is utilized by the Office of the Provost to obtain the appropriate approvals for agreements.)

The units/individuals listed below must review and approve all articulation and consortium agreements.

	<u>Approved</u>	<u>Date</u>
• Assoc. Provost of Enrollment and Academic Strategic Planning	<input type="checkbox"/>	_____
• Office of General Counsel	<input type="checkbox"/>	_____
• Assoc. Provost for Undergraduate Education and Dean of Undergraduate Studies	<input type="checkbox"/>	_____
• Assoc. Provost for Graduate and Postdoctoral Studies	<input type="checkbox"/>	_____
• Director for Academic Assessment, Program Review and Accreditation	<input type="checkbox"/>	_____
• Office of Admissions	<input type="checkbox"/>	_____
• Office of the Controller	<input type="checkbox"/>	_____
• Office of Financial Aid	<input type="checkbox"/>	_____
• Office of the Provost	<input type="checkbox"/>	_____
• Office of the Registrar	<input type="checkbox"/>	_____

Units/individuals below may be asked to review and approve articulation and consortium agreements.

	<u>Approval Required</u>	<u>Approved</u>	<u>Date</u>
• Assistant Vice President and Director of Planning and Budgets	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Information Technology Services	<input type="checkbox"/>	<input type="checkbox"/>	_____
• International Studies and Programs – Office of Int’l Students and Scholars	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Library access – MSU Libraries	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Office of the General Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Parking – Police and Public Safety	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Residential and Hospitality Services	<input type="checkbox"/>	<input type="checkbox"/>	_____
• University Development	<input type="checkbox"/>	<input type="checkbox"/>	_____
• University Outreach and Engagement	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Vice President for Research and Graduate Studies – Institutional Review Board and the Office of Intellectual Property	<input type="checkbox"/>	<input type="checkbox"/>	_____

SAMPLE

**AGREEMENT FOR EDUCATIONAL COOPERATION
BETWEEN
MICHIGAN STATE UNIVERSITY
Name of unit (college/school/department)
East Lansing, Michigan, U.S.A.
AND
(Name of partner institution)
Name of unit (college/school/department)
(City and Country)**

Michigan State University (MSU), through its (*unit name*), and (*partner institution*), (*acronym*), through its (*unit name*), agree to implement a One-Way Articulation/Consortium Agreement to allow students to study at the partner institution in accordance with the principles and guidelines set forth below. The purpose of this agreement is to enhance the educational experiences and the cultural understanding of the involved students and faculty.

Student Criteria

It is agreed that:

1. The "home institution is the institution in which a student is formally enrolled as a degree candidate. The "host institution" is the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis.
2. Students are able to take classes but not to study for a degree at the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the candidate's home institution in which s/he is enrolled. It will be the responsibility of each student participant to obtain official approval from his/her own institution for courses taken at the host institution.
3. The host institution will define the dates of the semesters in which the student will participate. *[Example: Commencing in August/September and ending in early May of the following year. MSU has two primary semesters from August through December and January through early May, with an additional summer semester.]* "Students will be allowed to participate during (*specify*) semesters."
4. Participants in the linkage initially will be drawn from the (*unit name*) of (*institution*) at the discretion of the two institutions. By addendum, the agreement can be extended to include other colleges, schools and departments. It is agreed that the host institution will not accept guest students from the home institution except under the provisions of this agreement. This provision will not be in effect for students wishing to transfer from one institution to the other.
5. Student participants will be screened for eligibility for admission by the home institution. The home institution shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host institution in the selection of courses.

This includes requirements of language proficiency. The language of instruction at MSU is English. Students must be proficient in English in order to participate in the program. Consult MSU's [Academic Programs](#) for the English Language Proficiency Requirement including the minimum requirement for regular admission. The host institution shall have final authority on admission decisions. The obligations of the two institutions under this agreement are limited to participating students only and do not extend to spouses and dependents (International Agreements only).
6. Beginning in (*academic year*), and continuing for each year during the term of this Agreement, (*home institution*) will send to (*host institution*) a group of students not to exceed (*number*) students per semester or (*number*) students per academic year.
7. The unit involved in the agreement at the home university will provide academic counseling to ensure that the academic courses taken at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid in course equivalency evaluation.
8. Academic achievement reports will be sent to the student's home university at the conclusion of each semester, not later than six weeks after the last day of final examinations. In most cases, this will be by university transcript, used at the discretion of the home institution. Participants may be asked to pay a fee to the host institution for this service.

Student Responsibilities and Expenses

9. Participating students will register at the host institution and pay all academic fees and tuition to the host institution. Participants will be exempted from paying such fees and tuition at the home institution.

10. The host institution will assist its guest students, to the fullest extent possible, where necessary, in obtaining visas and other documents required by the government of the host country. **If the students are coming to MSU from abroad**, they will be required to provide a guarantee that they have the financial resources to meet all expenses. Upon submission of a satisfactorily completed form, MSU's Office for International Students and Scholars will provide students with a DS 2019 form to apply for a J-1 Exchange Visitor Visa.

11. Neither MSU nor (*partner institution*) will be responsible for the costs of room, board, travel, or other personal expenses (including books). The parties acknowledge that they will require the students to pay these costs. The host Institution will assist arriving students to secure suitable housing for the period of time that they will be on the host campus.

12. Students participating in the agreement will be personally responsible for purchasing the host institution's required health/medical insurance for the time-period of the program in order to meet U.S. Government regulations. The host institution will assist incoming participants in identifying available health insurance options designed for international students and scholars. (International agreements only.)

13. Students participating in the agreement will be governed by the same regulations and performance standards that pertain to other students at the host institution. If the participating student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the program, it will be considered as a completed program from the host institution concerned. In addition, the host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete the program.

Legal Indemnities and Policies

14. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the agreement, except as provided for in provision 12.

15. The parties agree to indemnify and hold one another harmless from any and all claims initiated by participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of MSU and (*partner institution*) under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither MSU nor (*partner institution*) shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the agreement.

16. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, gender identity, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

17. Notwithstanding Provision 16, the institutions agree that a student of the home institution, who is a national of the country of the host institution, will not be eligible to participate in the program without the permission of the host institution. Such participation may not serve the objectives of the agreement, (International agreements only.)

Review, Contacts, Signatories

18. This Agreement is subject to review at the end of the first year and shall be effective for five years. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination would not affect students already engaged in the exchange. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

19. Primary contacts for this agreement are:
For Michigan State University:

Name:
Title:
Department:
Address:
Phone:
Fax:
E-mail:

For *(name of partner institution)*:

Name:
Title:
Department:
Address:
Phone:
Fax:
E-mail:

20. Signing for Michigan State University:

Signing for *(international institution)*:

(Name) Date
(Title)
(College, school, unit)

(Name) Date
(Title)
(Name of Unit)

Date
Director
Office for International Students and Scholars
(International Only)

Optional as required

Date
Dean
International Studies and Programs
(International Only)

Optional as required

Date
Provost and Executive Vice President
for Academic Affairs