

**AGREEMENT BETWEEN
MIDDLEBURY INSTITUTE OF INTERNATIONAL STUDIES
AT MONTEREY
AND
[PARTNER INSTITUTION]**

This agreement is entered into by and between [PARTNER INSTITUTION] and the Intensive English as a Second Language (IESL) program at The President and Fellows of Middlebury College d/b/a the Middlebury Institute of International Studies at Monterey (MIIS).

Whereas, [PARTNER] desires a non-exclusive partner program to assist conditionally-admitted students with English language acquisition, and

Whereas, MIIS desires a non-exclusive student referral source for the IESL program,

Therefore, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. Referral of Students.

1. When [PARTNER] considers applications from prospective students that are qualified to be admitted to [PARTNER] programs but for their ability to demonstrate English language proficiency, [PARTNER] will include the MIIS IESL program as an English as a Second Language program to which prospective students are referred to achieve English language proficiency.
2. Any referred prospective students shall be subject to MIIS's normal application and admission procedures and requirements for the IESL program.
3. For those students that receive a conditional offer of admission from [PARTNER] and an offer of admission from the MIIS IESL program, [PARTNER] shall coordinate as described in the balance of this Agreement.

B. [PARTNER] will provide students:

1. Conditional letter of admission to international students who are qualified for undergraduate admission in all areas except English language proficiency. The conditional letter of admission will be issued upon receipt and evaluation of:

- Completed undergraduate application form
- Application fee
- School transcripts
- Evidence of financial resources sufficient to live and study at [PARTNER INSTITUTION]

2. Guaranteed admission into [PARTNER INSTITUTION] upon successful completion of Level Five of the IESL program at the Middlebury Institute of International Studies. "Successful completion" is defined as the following:

- Student passes the Oral Communication Level [X] exit exam
- Student passes the Reading & Vocabulary Level [X] exit exam
- Student passes the Writing & Grammar Level [X] exit exam

- Student passes the Reading & Vocabulary Level [X] exit exam
- Student passes the Writing & Grammar Level [X] exit exam
- Student achieves an overall grade point average of “B” (3.0 on a 4.0 scale) or higher for the session

Completion of the IESL program at MIIS will be used in lieu of a test of English proficiency (e.g., TOEFL, IELTS) to validate English language proficiency for admissions purposes.

3. Transitional support and advising for conditional admission students as the term of enrollment nears. [PARTNER] will encourage student applicants to schedule a visit to [PARTNER] prior to their completion of the IESL program at MIIS.

C. [PARTNER] will provide MIIS:

1. Official copy of the conditional letter of admission to be included with the form I-20 that will be issued by MIIS.

D. MIIS will provide students:

1. Immigration form I-20 to students who complete both the [PARTNER] application for conditional admission and the MIIS’s IESL program application and I-20 application, including application fee, deposit and financial statement. Applicants must be officially admitted into both programs.

2. Placement testing to determine the student’s formal placement into IESL courses.

3. Provided the student meets the regulatory requirements for school transfer, MIIS will transfer students’ SEVIS record to [PARTNER] upon the successful Completion of the student’s IESL program.

To the extent allowed by applicable law, MIIS will provide [PARTNER]:

1. Copy of student’s final grade report, which includes last level successfully completed.

2. Letter of recommendation from the Associate Director of the IESL program.

3. Timely notification of students who will be ready to transfer to [PARTNER].

4. Transfer clearance form and copy of the student’s current I-20.

E. This agreement may be terminated by either party at any time.

F. Duration of MOU. This Memorandum of Understanding will be in force for three years from the date of execution hereof unless terminated earlier upon ninety (90) days’ written notice by either party. Upon termination of this Memorandum of Understanding, any activities currently underway shall be wound down in a professional manner so as to minimize the disruption of students enrolled in a program.

G. General.

1. Notices. Notices that are required to be given in writing under this Agreement shall be delivered (1) by first-class mail, postage prepaid; (2) in person with documentation of acceptance; (3) by overnight delivery with confirmation of delivery; (4) by facsimile followed by a mailing by first-class mail, postage prepaid; or (5) by email followed by a mailing by first-class mail, postage prepaid. Notices shall be addressed to the person at the address set forth above or such other person and address a party subsequently specifies in writing to the

postage prepaid; or (5) by email followed by a mailing by first-class mail, postage prepaid. Notices shall be addressed to the person at the address set forth above or such other person and address a party subsequently specifies in writing to the other party. Notices will become effective on receipt.

2. **Publicity; No Use of Names.** Neither party may publicly disclose this Agreement or information with respect to activities contemplated herein without the prior written consent of the other party. Neither party may use the names, emblem, or logos of the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.

3. **Assignment.** Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.

4. **Nondiscrimination.** Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this Agreement.

5. **Waiver.** The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

6. **Invalid Provision.** In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

7. **Relationship between the Parties.** Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.

8. **Entire Agreement; Modifications.** The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein. The Parties may modify this Agreement only by mutual written agreement.

9. **Counterparts.** This Agreement may be executed in duplicate and each original shall be equally effective.

In witness whereof, the parties have caused their duly authorized agents to execute this Agreement.

Jeff Dayton-Johnson, PhD
Vice President for Academic Affairs and Dean of the Institute
Middlebury Institute of International Studies at Monterey

Date

[PARTNER SIGNATORY NAME, TITLE]
[PARTNER INSTITUTION]
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Date

