

Scholarship Agreement

This Scholarship Agreement is made as of the [redacted] day of [redacted], 20[redacted], by and between The President and Fellows of Middlebury College d/b/a “The Middlebury Institute of International Studies at Monterey” (“MIIS”) and [redacted] (“[Other Institution]”).

Background

MIIS would like to encourage qualified students from [Other Institution] to study in the MIIS [redacted] program for [describe duration and type of enrollment, e.g., one semester as non-degree exchange students]. To help defray tuition costs, MIIS will offer up to [number (number)] half-tuition scholarships per academic year available to students who enroll in either the fall or spring semester.

Now, therefore, MIIS and [Other Institution] agree as follows:

1. Application Process. Students must be nominated by [Other Institution] and then submit application materials to MIIS. To apply, students must submit the following documents to MIIS by [fall deadline] for the Fall semester and by [spring deadline] for the Spring semester: (i) the MIIS application for admission, a resume or curriculum vitae, transcripts (which may be unofficial) [and an official TOEFL (ore IELTS) score report]. MIIS will process and consider the application for admission in its normal manner.
2. Language Requirement. The minimum TOEFL requirement for the MBA program is 100 (iBT) with a writing sub-score of 23 and no score below 19].
3. Scholarship. Up to [number (number)] [Other Institution] students admitted will be offered the half-tuition scholarship each academic year.
4. Term and Termination. This agreement will remain in place for [duration] academic years, through the [final semester date] semester. This agreement may be cancelled at any time by either party in writing prior to the next application submission deadline.
5. Communications. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For [Other Institution]:

[redacted]
[redacted]
[redacted]

For MIIS:

Jill Stoffers, Senior Director of Enrollment Management
460 Pierce Street, Monterey, CA 93940
Tel: 831-647-6571; Fax: 831-647-4188 jill.stoffers@miis.edu.

6. General.

- a. 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 other party. Notices will become effective on receipt.

- b. 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.
- c. Assignment. Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.
- d. 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.
- e. Waiver. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- f. 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.
- g. Relationship between the Parties. Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.
- h. 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.
- i. 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.

**The President and Fellows of Middlebury College
d/b/a The Middlebury Institute of International
Studies at Monterey**

[Other Institution]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____