##

## **GRADUATE ENROLLMENT AGREEMENT (“4+1”) BETWEEN**

### VIRGINIA COMMONWEALTH UNIVERSITY

Richmond, Virginia, United States of America

## **AND**

### [PARTNER UNIVERSITY]

[City, Country]

**I. PARTIES**

This agreement (the AGREEMENT) is made and entered into between **Virginia Commonwealth University (“VCU”),** a public institution of higher education and an agency of the Commonwealth of Virginia, located in Richmond, Virginia, U.S.A., and **[Partner University] (“UNIV”)**, located and operating in [City, Country], and whose registered address is [insert registered address]. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

**II. PURPOSE & PROGRAM OVERVIEW**

For the mutual benefit of the students, faculty, staff, and institutions, the Parties will collaborate to meet the demand for developing professionals who can successfully manage the new global economy by taking advantage of the education resources at both institutions.

This AGREEMENT documents a mutual desire to offer qualified students the opportunity to earn a BS degree from UNIV and an MS degree from VCU under an Accelerated Option (ACCL), whereby up to 9 credits of eligible graduate-level coursework earned either at UNIV may be applied to both the BS and MS degrees so that the degree combination can be completed in as few as 5 years. This is an accelerated pathway for students in the fourth year of the UNIV undergraduate program to pursue a VCU College of Engineering graduate degree (MS in programs listed in the “Approved 4+1 BS-MS Programs” chart below). This AGREEMENT provides information on the roles and responsibilities of VCU and UNIV in carrying out this AGREEMENT, as well as information on student admission criteria, VCU policy, tuition and fees and general provisions.

**Approved 4+1 BS-MS Programs**

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| --- | --- |
| **BS Degree Program** | **MS Degree Program** |
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**III. RESPONSIBILITIES OF THE PARTIES**

A. VCU and UNIV agree to collaborate in facilitating the application and admission of UNIV students to the VCU College of Engineering’s (COE’s) program leading to the award of a master’s degree (MS) in programs listed in the chart in Section II.

B. UNIV will:

1. Promote VCU COE’s MS in programs listed in the chart in Section II to its fourth-year undergraduate students and provide accurate information to students on the requirements for the program and on how they can apply to VCU for that same program;

2. Support applicants in submitting all necessary application materials, including language proficiency exam scores, to VCU by the posted application deadlines;

3. Notify students in writing that they must work with the designated VCU point of contact to determine the graduate-level courses to be applied to both degrees. Graduate-level courses must be from VCU or another Title IV degree-granting institution (applicable when credits are being transferred from another US institution);

4. Notify students in writing that taking graduate courses as non-degree seeking students at VCU will generate a permanent VCU transcript and that poor performance could result in negative unintended consequences for students;

5. Notify students in writing that enrollment in VCU courses as non-degree seeking is not eligible for federal or Virginia financial aid programs.

C. VCU will:

1. Issue acceptance letters to UNIV students, if admission requirements are met, after receiving, reviewing and processing all application materials through the following areas: The Global Education Office (GEO); VCU International admissions; the VCU COE graduate program office; and ELP processing (as necessary);

2. In addition to the acceptance letter, issue other necessary documents to students, including immigration documents with immigration guidance, in accordance with VCU’s admission requirements for graduate students.

D. UNIV and VCU will appoint point of contacts from respective institutions to oversee the program. Contact information will be confirmed between institutions as necessary.

**IV. ADMISSION STANDARDS**

Interested students shall directly apply via the online application for the MS in programs listed in the chart in Section II in the Accelerated Option. Should they meet VCU’s graduate admission standards (listed below), they will be fully admitted to VCU after successfully completing an undergraduate degree program offered by UNIV. UNIV students will need to show proof of their UNIV degree diploma to prove they have completed their undergraduate program of study prior to matriculation at VCU.

A. Admitted students must have a good-to-excellent academic record as demonstrated by a minimum Cumulative Grade Point Average (CGPA) of 3.0 in their undergraduate degree program and meet all admission requirements of VCU, unless specifically waived in this AGREEMENT. See VCU’s website for a full list of graduate admission requirements for B.S. to M.S. Accelerated: <https://egr.vcu.edu/admissions/graduates/accelerated-bs-ms/#:~:text=The%20College%20of%20Engineering%20offers,year%20of%20their%20undergraduate%20program>.

B. Students must demonstrate evidence of English language proficiency meeting VCU international admissions requirements. The minimum proficiency requirements are: Duolingo 110; VCU ELP Ext score 68: IELTS 6.5, TOEFL (PBT) 550, TOEFL iBT: 80; PTE 65; College English Test (CET), Level 6, 500. Students demonstrating proficiency through completion of the CET, Level 6 must also complete an interview with VCU’s College of Engineering (see <https://admissions.vcu.edu/apply-to-vcu/international/graduate/>).

C. Students must submit official transcripts of all previous college work.

D. The following graduate admission requirements are waived as part of this AGREEMENT:

* 1. Letters of recommendation are not required;
	2. Statement of intent/personal statement is not required;
	3. Graduate application fee will be waived by the College of Engineering

E. Up to 9 credits of eligible graduate-level coursework earned either at VCU or another Title IV degree-granting institution or VCU partner institution can be applied to both the BS and MS degrees. Students must work with the designated points of contact to evaluate incoming credits in order to confirm that they meet program and admission requirements.

F. In addition to the online graduate program application, applicants must provide a copy all documents required by VCU Immigration Services within the required deadlines (see <https://admissions.vcu.edu/apply-to-vcu/international/graduate/>).

**V. STUDENT CONDUCT AND ACADEMIC POLICIES**

A. VCU retains at all times complete authority over all admission and subsequent academic decisions.

B. VCU’s standard policies and procedures for all applicants or students, including the Student Code of Conduct and academic policies, shall apply to any applicants or transfer students from UNIV.

C. VCU reserves the right to dismiss any student at any time for academic or personal misconduct in violation of established institutional policies. The dismissal of a student will not abrogate the AGREEMENT for the arrangements regarding other transfer students from UNIV.

D. In accordance with immigration policies, students must maintain full-time enrollment while studying at VCU.

**VI. AWARDING OF DEGREE**

Students who successfully fulfill the degree requirements and complete the 30 credits required for a VCU degree will be awarded a Master’s degree (MS) in one of the programs listed in the chart in Section II by VCU.

**VII. TUITION AND FEES**

A. VCU will charge students directly for VCU tuition and fees according to the prevailing applicable tuition and fee structure. Out-of-state and international students receive a special rate for programs included in the Graduate Education Innovation Program for out-of-state and international students. This special rate is contingent upon full-time enrollment and subject to Board of Visitors annual review (see VII.C.).

B. Students shall be responsible for making tuition payments directly to VCU by the dates required each semester at VCU.

C. Tuition and fees at VCU are subject to change. VCU Board of Visitors sets the tuition and fees in June every year. Any revised tuition and fees will be effective from August of the same year.

D. The cost of the mandatory health Insurance plan is not included in the cost of tuition and fees. In addition to the mandatory health insurance, students must be prepared to pay for travel, living and housing expenses, and all other incidental expenses and fees.

**VIII. EFFECTIVE DATE AND DURATION**

Subject to its other provisions, this AGREEMENT shall be effective from the date of the last signature, and shall be completed five (5) years hence, unless terminated sooner as provided in the AGREEMENT. This AGREEMENT may be renewed for set terms of one to five years thereafter upon written agreement of the parties. The AGREEMENT shall be reviewed by VCU’s College of Engineering annually to ensure consistency with current procedures, as well as in the final year of any term to make a decision concerning its renewal.

**IX. TERMINATION**

Either party may terminate the AGREEMENT by giving at least 3 months’ written notice to the other party provided that termination only relates to not accepting any further students. The parties agree that their respective obligations to students who have already been offered places and met the requirements for progression to VCU shall continue to be honored by both parties.

**X. GENERAL PROVISIONS**

A. **Amendments.** This AGREEMENT contains the entire agreement between the Parties and can be modified or amended only by a writing signed by both Parties.

B. **Branding**: VCU shall retain ownership of its name, trademarks and logos. UNIV is permitted to use VCU’s name and logo, as depicted on page 1 of this AGREEMENT, during the term of this Agreement for the sole purpose of promoting VCU programs related to this AGREEMENT. Use of VCU’s logo must comply with VCU brand standards and guidelines (see <https://brand.vcu.edu/site/index>). VCU has the right to approve, in advance of use, all promotional materials and other presentations of the VCU logo, and such materials will be presented to a person to be designated by VCU for approval prior to use. Except as set forth in this agreement, UNIV shall not use the name, logo or trademarks of VCU in any advertising or publicity material or make any form of representation or statement in relation to the AGREEMENT that would constitute an express or implied endorsement of any product or service by VCU, nor will it authorize others to do so, without first having obtained written permission from VCU.

C. **Authoritative Version.** This AGREEMENT has six pages in all and was prepared in English. The English version is the official version of this AGREEMENT and in the event of a conflict between the English version and any translation of this AGREEMENT, the English version shall control.

D. **Accreditation.** Virginia Commonwealth University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award baccalaureate, master's, and doctoral degrees. Virginia Commonwealth University also may offer credentials such as certificates and diplomas at approved degree levels. UNIV is not accredited by the Southern Association of Colleges and Schools Commission on Colleges and the accreditation of VCU does not extend to or include UNIV or its students. Further, although VCU agrees to accept certain course work from UNIV to be applied toward an award from VCU, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from VCU. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.  See p. 2 of <https://sacscoc.org/app/uploads/2019/08/JointDualAwards.pdf>.

E. **Force Majeure**. Neither VCU nor UNIV shall be responsible for any delays or failure to perform any obligation under this AGREEMENT due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, VCU and UNIV agree to cooperate in good faith to mitigate the effect of such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this AGREEMENT.

F. **Governing Law.** This AGREEMENT shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. UNIV agrees that all disputes arising under this AGREEMENT shall be brought before a court of competent jurisdiction located in Richmond, Virginia.

G. **Agency**. The Parties agree that, during the term of this AGREEMENT, the Parties are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Institution shall have the right to bind or obligate the other Institution in any manner without the other Institution’s prior written consent.

H. **Sovereign Immunity**. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

I. **Nondiscrimination**. The parties agree to not discriminate on any basis prohibited by state or federal law.

J. **No Third-Party Beneficiary.** This AGREEMENT is solely for the benefit of VCU and UNIV and shall not be construed as conferring any rights on any third party, including any student.

K. **Assignment.** Neither party shall assign or otherwise transfer its rights or delegate its obligations under this AGREEMENT without the prior written consent of the other party.

L. **FERPA**. All student data shall be considered to be confidential and any release of information shall be in compliance with the U.S. Family Educational Rights and Privacy Act (“FERPA”)(20 U.S.C. § 1232g; 34 CFR Part 99).

M. **Export Control**. VCU is subject to United States export control and economic sanctions laws and regulations (“U.S. Export Laws”). These and similar laws and regulations govern the transfer of technology, software and equipment to foreign nationals. Thus, in some circumstances, they may prohibit exchange students at VCU from receiving certain types of information or participating in particular research projects or student activities. The Parties agree nothing in this AGREEMENT will be construed to cause VCU to take any actions that could cause it to be in violation of U.S. Export Laws.

N. **Notice Provisions.** Any notices to be given herein to a party shall be in writing and shall be deemed given if delivered via electronic mail with proof of delivery to the address below:

If to VCU: [Insert VCU program contact (name, title, email address)]

If to UNIV: [Insert UNIV program contact (name, title, email address)]

**SIGNATURES**

For **VIRGINIA COMMONWEALTH UNIVERSITY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Beverly J. Warren

Interim Provost and Senior Vice President for Academic Affairs

For **[PARTNER UNIVERSITY]:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and designations]

[Title]