## 

## **2+2 AGREEMENT BETWEEN**

### VIRGINIA COMMONWEALTH UNIVERSITY

Richmond, Virginia, United States of America

## **AND**

### [UNIVERSITY]

[City, Country]

**I. PARTIES**

This agreement (the AGREEMENT) is made and entered into between Virginia Commonwealth University, an institution of higher education of the Commonwealth of Virginia (“**VCU**”), on behalf of its [School of Business]and [UNIVERSITY (“**UNIV**”)], located and operating in [LOCATION]. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

**II. PURPOSE**

For the mutual benefit of the students, faculty, staff, institutions, states and nations, the two institutions 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 sets forth the terms and conditions for the two universities to develop an undergraduate 2+2 program (see III.C.2) culminating in an undergraduate degree offered by VCU.

**III. RESPONSIBILITIES OF THE PARTIES**

* 1. VCU and [UNIV] agree to collaborate in the articulation of an undergraduate 2+2 program allowing for credit transfers between VCU and [UNIV] contributing to the award of a bachelor’s degree. Program credits are earned during two years in [UNIV School/Unit] (Phase I) and two years in VCU [School of Business] (Phase II).
  2. During Phase I, [UNIV] will:
     1. Deliver preliminary courses for a bachelor’s degree, including, as determined appropriate, courses that may be transferred in for [School of Business], general education and ancillary support courses.
     2. Monitor students’ progress and provide to VCU at the end of each semester a report on the number and performance of each student.
     3. Provide course descriptions and/or syllabi of courses taken by the [UNIV] students so VCU can evaluate those courses for transferability and applicability to VCU’s [business], general education and ancillary degree requirements.
     4. Collaborate with VCU to identify and teach [UNIV] courses that will fulfill lower-level degree requirements normally taken at VCU during the first two years of the degree program.
     5. Provide academic advising and remedial instruction as required to support student progress.
     6. Develop in consultation with VCU a comprehensive orientation program to prepare students for success in a U.S. Higher Education environment and deliver and assess this program during Phase I.
     7. Facilitate English language proficiency assessment, ensuring that students meet the VCU English language requirements for admission.
     8. Submit final official transcripts to VCU upon completion of the [UNIV] program of study and prior to enrollment at VCU.
  3. During Phases I and II, VCU will:
     1. Review applications from participating students at [UNIV] and accept for admission those students who fulfill all stated VCU standards of admission.
     2. Review course descriptions provided by [UNIV] to evaluate courses for transfer and their applicability to VCU’s [business], general education, and ancillary degree requirements. By doing so, VCU will ensure that students will be able to complete the remaining requirements for the bachelor’s degree in two years after transfer.
     3. Review official transcripts of students admitted to VCU and post any courses approved for transfer by VCU on the student’s academic transcript during their first semester of enrollment at VCU.
     4. Provide academic advising to students accepted into the program for the purposes of developing a two-year plan of study at VCU and supporting their academic progress.
     5. Provide to all [UNIV] students accepted into this program, prior to entry into academic courses at VCU, an optional summer intensive language and culture immersion program, at an additional cost to the students. This program, offered by the VCU Global Education Office and [School of Business], will include a focus on learning and research skills and engagement with the local [business] community.
     6. Issue letters of acceptance and other necessary documents to students, including immigration documents with immigration guidance in accordance with VCU’s admission requirements for undergraduate students.
  4. While no minimum or maximum number of students will be set, the parties estimate the number will not be more than [25] students per year.
  5. [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**

* 1. To be competitive for admission, applicants must have a good-to-excellent academic record as demonstrated by a minimum cumulative grade point average of 2.5 and meet all admission or specific requirements of VCU (see https://admissions.vcu.edu/apply-to-vcu/international/undergraduate/).
  2. Students who do not meet the VCU language requirement at the end of Phase I are required to enroll in the VCU English Language Program at the appropriate level.
  3. A maximum of 60 credits obtained at [UNIV] may be transferred to fulfill the course credit requirements at VCU. The minimum grade required for courses to transfer is a score of 70 % [“C”] equivalent for undergraduate courses
  4. VCU will post transfer credits only when the [UNIV] or student has provided VCU with an official transcript from [UNIV].

**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 will be awarded a Bachelor’s degree by VCU.

**VII. TUITION AND FEES**

The parties agree to notify potential applicants of the following:

* 1. Admitted students will be enrolled as full-time degree students at VCU as required by the U.S. student visa regulations and undertake the two-year plan of study referenced in section III.C.4.
  2. During phase II, admitted students will be charged VCU tuition according to the prevailing non-resident tuition and fees structure.
  3. In addition to tuition and program and course fees, admitted students are responsible for the following costs: travel documents and visas; international and local travel expenses; room, board and living expenses; VCU mandatory fees; Health Insurance for international students; textbooks and supplies; fees due to loss or damage of VCU property, and miscellaneous expenses.

**VIII. EFFECTIVE DATE, DURATION AND PERIODIC REVIEW**

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 [School of Business] and [UNIV] annually to ensure consistency with current procedures, as well as in the final year in order to make a decision concerning its renewal.

**IX. TERMINATION**

Either party may terminate the AGREEMENT without cause 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**

* 1. **Amendments.** This AGREEMENT contains the entire agreement between the Parties and can be modified or amended only by a writing signed by both Parties.
  2. **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.
  3. **Authoritative Version.** This AGREEMENT has [four] pages in all, and is 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.
  4. **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 Southern Association of Colleges and School 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>.
  5. **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.
  6. **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.
  7. **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.
  8. **Sovereign Immunity.** Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
  9. **Nondiscrimination.** The parties agree to not discriminate on any basis prohibited by state or federal law.
  10. **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.
  11. **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.
  12. **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).
  13. **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.
  14. **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:** [Name]

[Title]

[Email]

**If to [UNIV]:** [Name]

[Title]

[Email]

**XI. SIGNATURES**

For **VIRGINIA COMMONWEALTH UNIVERSITY**

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Dr. Beverly J. Warren  Title: Interim Provost and Senior Vice President for Academic Affairs  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

For **[UNIVERSITY]**

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |