Scholarship Agreement

This Scholarship Agreement is made as of the 4th day of November, 2022 by and between The President and Fellows of Middlebury College d/b/a "The Middlebury Institute of International Studies at Monterey" ("MIIS") and University of California's Linguistics program ("UCSC Linguistics").

Background

MIIS would like to encourage qualified students from UCSC's Linguistics and Language Studies program to study in the MIIS MA TESOL and MA TFL programs as degree or learning-path students. We welcome students in any format: on-site, online or hybrid. To help defray tuition costs, MIIS will offer 35% guaranteed scholarships to UCSC Linguistics students or alumni.

Now, therefore, MIIS and UCSC Linguistics agree as follows:

- 1. <u>Application Process</u>. Students must submit all of the required application materials and MIIS will process and consider the application for admission in its normal manner.
- 2. <u>Advanced Entry</u>. UCSC's Linguistics and Language Studies majors may ask the MIIS TESOL/TFL Program Chair to review their undergraduate coursework with the goal of waiving particular courses at MIIS. This may result in the student being able to complete the MIIS degree with fewer credits.
- 3. Scholarship. MIIS guarantees 35% scholarships to students or alumni of UCSC's Linguistics program.
- 4. <u>Term and Termination</u>. This agreement will remain in place for three academic years, through May 31, 2026. This agreement may be cancelled at any time by either party in writing prior to the next application submission deadline.
- 5. <u>Communications</u>. Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For UCSC Linguistics: Matt Wagers, Department Chair 831-459-1550; mwagers@ucsc.edu

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. <u>Notices</u>. Notices that are required to be given in writing under this Agreement shall be delivered (1) by email, and if requested by mail or courier. Notices will become effective on receipt.
- b. <u>Publicity</u>; <u>No Use of Names</u>. Except for promotion of this agreement, 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. <u>Assignment</u>. Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.
- d. <u>Nondiscrimination</u>. 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. <u>Waiver.</u> The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- f. <u>Invalid Provision</u>. 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. <u>Relationship between the Parties</u>. 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. <u>Counterparts</u>. 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

University of California, Santa Cruz

By:

Name: Dr. Jeff Dayton-Johnson

Title: Vice President for Academic Affairs and Dean of

the Institute

Title: Chair, Department of Linguistics

Dr. Matthew Wagers

Date: 11/7/22 Date: 11/4/2022