An agreement between

The University of California, Santa Cruz

Department of Linguistics

and

The Middlebury Institute of International Studies at Monterey

Graduate School of Translation, Interpretation, and Language Education

This Agreement is made as of the 20th of November, 2017 by and between The President and Fellows of Middlebury College d/b/a “The Middlebury Institute of International Studies at Monterey” (“MIIS”) and The University of California, Santa Cruz (“UC Santa Cruz” or “UCSC”).

Background

MIIS would like to encourage qualified students from UCSC’s Department of Linguistics to study in the MIIS MA TESOL or MA TFL program as Advanced Entry, degree-seeking students. As part of this agreement MIIS will count UCSC coursework toward Advanced Entry eligibility.

Now, therefore, MIIS and UCSC agree as follows:

1. Application Process. Students must submit all of the required application materials to MIIS by the appropriate application deadline. MIIS will process and consider the application for admission in its normal manner.

2. Credit articulation. When a Linguistics student from UC Santa Cruz is admitted to the Middlebury Institute Advanced Entry MATESOL or MATFL program, credits will be accepted (at the discretion of the Middlebury Institute) toward the degree as:

   • 8-10 semester credits will be accepted toward the graduate requirement credits for the Advanced Entry MATESOL making the student eligible for the 30-32 credit program.

   • 8-10 semester credits will be accepted toward the graduate requirement credits for the Advanced Entry MATFL program making the student eligible for the 32-34 unit Advanced Entry MATFL program.

   • USCS courses used toward fulfilling requirements for either the Advanced Entry MATESOL or MATFL program are listed by program in Addendum A.

   • Only courses with a grade of B (3.0) or above may be accepted, and must be completed no more than five years prior to application to the Middlebury Institute.

3. Scholarship. MIIS will offer favorable scholarship consideration to UCSC applicants applying under the terms of this agreement.
4. **Term and Termination.** This agreement will remain in place for three academic years, through the Fall 2020 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 UCSC Department of Linguistics

Grant McGuire, Undergraduate Program Director

1156 High Street

Santa Cruz, CA 95064

Tel: 831-502-7277; gmguir1@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. **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

By: ________________________________  

Name: Dr. Jeff Dayton-Johnson  
Title: Vice President for Academic Affairs and Dean of the Institute  
Date: 26 Nov 2017

**University of California, Santa Cruz**

By: ________________________________  

Name: Dr. Junko Ito  
Title: Chair of the Department of Linguistics, UC Santa Cruz  
Date: 21 November 2017