

**UNIVERSITY OF MAINE SYSTEM
2 + 2 ARTICULATION AGREEMENT**

This Agreement is entered into this _____ day of _____, 20____, by and between the University of Maine System, acting by and through the University of _____, (hereinafter referred to as the "University,") and _____, (hereinafter referred to as "_____").

1. Purpose. The purpose of this Agreement is to recognize the compatibility of the respective programs of the University and _____, to promote the transfer of qualified students, and to provide the means for a smooth transition for students who have completed the _____ Program at _____ to the University's _____ Program
2. Program Requirements. Students from _____ will be accepted by the University based on individual achievement (a minimum 2.5 GPA) and availability of space in the program. All transfer courses applied to major must be passed with a "C" or higher. Major requirements, General Education requirements and course equivalencies and transferability are as set forth in **Attachment A**, which is hereby incorporated by reference. Students will be required to complete all University requirements that do not have _____ course equivalencies in order to be awarded a _____ degree in _____ from the University. Any _____ course not listed in Attachment A as equivalent to a University course will transfer as elective credit if passed with a "C" or higher.
3. Annual Review Representatives of the University and _____ agree to meet annually, in the month of _____ of each year, for the purpose of reviewing and/or revising this Agreement, and to discuss any changes in program requirements for currently enrolled students.
4. Termination. This Agreement may be terminated by both parties or by either party upon ninety (90) days prior written notice to the other party. In the event that this Agreement is modified, amended or terminated, the students who have been admitted to the University will be able to finish the program under the same terms and conditions that existed when they were admitted to the program.
5. Non-discrimination. The University and _____ shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, or citizenship status, age, disability, or veteran status. The University encourages _____ in the employment of individuals with disabilities.
6. Liability. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of this agreement shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

7. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

8. Severability. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal that shall not affect the validity of the remaining portions of this Agreement.

9. Independence. _____ is an independent contractor of the University, not a partner, agent, or joint venturer of the University and, except as expressly permitted by this Agreement, neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Each party shall retain complete responsibility for, and control and authority over, its own curriculum, programs, policies, standards, admission criteria, facilities, employees and students.

10. Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

11. Force Majeure. Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means unforeseeable causes beyond the control of and without negligence of the party claiming Force Majeure. Force Majeure shall include, but not be limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

12. Student Records. Both parties agree to comply fully with the Family Educational Rights and Privacy Act [20 U.S.C., paragraph 1232g], as amended, and its implementing regulations, in all of the activities of this Agreement. The parties agree to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information.

13. Entire Agreement. This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.

14. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (a) on the day of delivery in person; (b) five (5) days after deposit in first class registered mail, with return receipt requested; © on the actual delivery date if deposited with an overnight courier; or (d) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

_____	_____
_____	_____
_____	_____
_____	_____

15. Assignment. This Agreement may not be assigned, transferred or conveyed, in whole or in part, by either party.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement this _____ day of _____, 20__.

By: _____

Title: _____

Date: _____

UNIVERSITY OF MAINE SYSTEM

By: _____

Title: _____

Date: _____

ATTACHMENT A