

THIS ARTICULATION AGREEMENT made as of February 21st, 2019.

BETWEEN:

**THE BOARD OF GOVERNORS OF THE SOUTHERN ALBERTA
INSTITUTE OF TECHNOLOGY**, having offices at Calgary, Alberta,
Canada ("**SAIT**")

- and -

MONTANA TECHNOLOGICAL UNIVERSITY, having offices at Butte,
Montana, United States of America ("**MT**")

WHEREAS MT is a post-secondary learning institution that grants degrees and other academic credits in certain programs and courses, including the program referred to in Schedule A (the "**MT Program**");

AND WHEREAS SAIT is a post-secondary technical learning institution delivering to its students training programs or courses, including the program also referred to in Schedule A (the "**SAIT Program**"), which SAIT Program meets applicable regulatory criteria;

AND WHEREAS the parties have determined the eligibility of graduates of the SAIT Program to enrol in the MT Program and the parties wish to encourage, review and expand, as appropriate, the MT Program and the SAIT Program, upon the terms below;

NOW THEREFORE, in consideration of the mutual covenants of the parties, the parties agree as follows:

1. ARTICULATION TERMS

1.1 Admission

MT agrees to accept in the MT Program successful graduates of the SAIT Program who meet the criteria set out in Schedule B hereto. Such acceptance by MT is subject to there being placements available in the MT Program for any SAIT student who applies for admission after successfully completing the SAIT Program and any other MT requirements.

1.2 Changes to the SAIT Program

SAIT agrees to provide to MT at least sixty (60) days prior written notice of any substantive changes planned to the admission standards, graduation requirements, curriculum or course offerings of the SAIT Program, or any planned changes to the length in weeks, hours of instruction or overall duration of the SAIT Program. For the purpose of this Section 1.2, a substantive change is any change in curriculum that could alter the learning outcomes, admission requirements or graduation requirements of the SAIT Program. Depending upon the nature of the substantive change to the SAIT Program, a re-evaluation by the parties of the SAIT Program course(s) with associated changes in credits awarded may occur.

1.3 Changes to the MT Program

MT agrees to provide to SAIT at least sixty (60) days prior written notice of any changes planned to the current admission standards or graduation requirements of the MT Program that may affect the eligibility of SAIT Program graduates pursuant to this Agreement.

1.4 Mutual grant of rights

Each party grants to the other party a non-exclusive, non-transferable, revocable, royalty-free license during the term of this Agreement to use the name and logo of the other party for promotional purposes relevant to this Agreement provided that each such use shall be subject to prior consultation between the parties and, further, any such use shall not:

- (a) contravene the other party's policy or practice as to proper use of its trademarks; or
- (b) in the opinion of the other party, damage its reputation or goodwill.

1.5 Promotion by SAIT

SAIT agrees to:

- (a) make information about this Agreement available to current SAIT students and alumni;
- (b) promote the opportunity for SAIT students and graduates to participate in the MT Program in relevant marketing materials, including online media and websites; and

1.6 Evaluation

MT and SAIT shall conduct an evaluation of the implementation of this Agreement on the first and each subsequent anniversary of the date of this Agreement. Where possible, each such evaluation will consist of both parties examining:

- (a) the number of qualified SAIT students admitted into the MT Program during the prior year;
- (b) approved or proposed changes to courses in either SAIT Program or the MT Program and any potential changes as referred to in Sections 1.2 and 1.3;
- (c) admission procedures, program planning, time lines and special requirements;
- (d) placement tests, fees and certification for the SAIT Program; and/or
- (e) recommendations for types and times of promotional efforts by either or both parties.

1.7 Contact

Each party shall designate a representative to be responsible for inter-institutional administrative implementation of this Agreement and to coordinate with the other party's representative.

2. TERM AND TERMINATION

- 2.1 This Agreement shall take effect as of the date first above written and continue for an initial term of five (5) years. The term shall be extended on a year by year basis by agreement between the parties made at least thirty (30) days prior to termination of the then current term. Either party can terminate this Agreement:
- (a) "for convenience" at any time upon giving three (3) months prior written notice to the other party;
 - (b) if the other party is in breach hereof, upon giving thirty (30) days prior written notice if the breach is not cured within such thirty (30) days period; or
 - (c) immediately upon giving written notice to the other party if the other party winds-up or dissolves or its academic or required regulatory or governmental authorizations and permits enabling it to offer and deliver the MT Program or the SAIT Program, as the case may be, have been cancelled or withdrawn.
- 2.2 In the event of the termination of this Agreement "for convenience" under Section 2.1(a), both parties acknowledge and agree that all students enrolled in the SAIT Program as at the date of the written notice of such termination shall be entitled to the benefit of this Agreement despite its termination upon their graduation from the SAIT Program so as to ensure the fulfillment of the reasonable expectations of such students.

3. GENERAL

- 3.1 For the purpose of this Agreement, any notice or other communication between the parties shall be in writing and may be delivered by courier, mail, facsimile or electronic mail to the respective addresses of the parties set out below:
- (a) if to SAIT:

1301 – 16th Avenue NW
Calgary, AB T2M 0L4
Attn: John Partington, Transfer Options Coordinator
Email: john.partington@sait.ca
 - (b) if to MT:

Montana Technological University
1300 W. Park Street
Butte, MT 59701
Attn: Janet Friesz, Assistant Director of Enrollment Services
Email: jfriesz@mtech.edu

Notices sent by mail shall be deemed to be received within five (5) business days of mailing and notices sent by courier, fax or email shall be deemed to be received upon the date of actual receipt.

- 3.2 This Agreement shall be construed in accordance with the laws of the Province of Alberta and applicable federal laws of Canada. The parties attorn to the Alberta courts for any disputes arising hereunder that cannot be resolved amicably by the parties.
- 3.3 Neither party to this Agreement shall be liable to the other party for any failure or delay in performance caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire or flood, labour difficulties or governmental action. Lack of funds is not an

excusable event under this Section 3.3. Notwithstanding Section 2.2, if MT ceases offering the MT Program, it will have no obligation to accept SAIT students into the MT Program unless and until it starts offering the MT Program again during the term hereof.

- 3.4 Neither party shall assign its rights herein.
- 3.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may only be amended in writing duly executed by the parties.
- 3.6 This Agreement may be executed in counterpart faxed or emailed (pdf) copies that together constitute one and the same agreement.

Executed as of the date first above written.


**THE BOARD OF GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY**

by:  _____

Mr. Brad Donaldson

title: Vice President, Academic

MONTANA TECHNOLOGICAL UNIVERSITY

by:  _____

Dr. Douglas M. Abbott

title: Provost/VCAA

**Schedule A
PROGRAMS**

SAIT Program: Petroleum Engineering Technology

Mechanical Engineering Technology

MT Program: Bachelor of Science, Petroleum Engineering

Bachelor of Science, Mechanical Engineering

SAIT Program Requirements:

As described at <https://www.sait.ca/programs-and-courses/full-time-studies/diplomas/petroleum-engineering-technology>.

As described at <https://www.sait.ca/programs-and-courses/full-time-studies/diplomas/mechanical-engineering-technology>.

**Schedule B
CRITERIA**

MT Program Requirements:

MT Program requirements are subject to change. The current MT Program requirements are set out below:

<https://www.mtech.edu/academics/programs/>

MT Admission Requirements:

Admission requirements are subject to change. Students applying for admission to the MT Program are required to submit MT's applicable application for admission form and applicable application fee. Students are subject to all MT admission and selection policies. Admission and selection requirements are described at:

<https://www.mtech.edu/admissions/transfer/index.html>

**Schedule C
TRANSFER CREDIT**

MT Program: Bachelor of Science, Petroleum Engineering
Bachelor of Science, Mechanical Engineering

SAIT Program: Petroleum Engineering Technology
Mechanical Engineering Technology

Block Transfer: Up to a maximum of 50 transfer credits*

*As described in the curriculum mapping sheets attached in each addendum. Transfer credit is subject to change as needed to accommodate curriculum change.