

[Insert logo]  
Assessing Partner

[Insert logo]  
Conferring partner



OERu credit transfer and course articulation agreement for the  
Certificate in General Studies

between

[Insert Conferring Partner]

and

[Insert Assessing Partner]

OER Foundation

DRAFT

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## Parties to the agreement

1. The parties to this Agreement are:
  - a. **[Insert University Name]** a higher education institution continued under the **[Insert Act]** with a mailing address of [Insert address] represented by the **[Insert position]** (hereinafter called “CONFERRING PARTNER”).
  - b. **[Insert institution name]** a higher education institution continued under the **[Insert Act]** with a mailing address of **[Insert address]** represented by the **[Insert position]** (hereinafter called “ASSESSING PARTNER”).
  - c. The OER Foundation Limited, a non-profit organisation incorporated under the New Zealand Companies Act 1993 with mailing address of Private Bag 1910, Dunedin 9054, New Zealand coordinating the OER universitas international network represented by the Director (hereinafter called “OERu”).

## Definitions

2. ARTICULATION FOCAL POINTS are the responsible officials named by the Chief Executive Officer (Principal, President or Vice-Chancellor) to oversee academic credit transfer, for example, the Univeristy Registrar.
3. CONFERRING PARTNER is an accredited and degree granting university operating at **[Insert City, Province, Country]**.
4. ASSESSING PARTNER is an accredited and degree granting institution operating at **[Insert City, Province, Country]**.
5. OERu is an international network of innovative higher education institutions inspired by the vision of opening access to a credible, high-quality and affordable education to learners around the world. Through OERu, learners develop knowledge and may earn credits toward globally recognized qualifications at partner institutions.
6. CONFERRING PARTNER offers its students the Certificate of Higher Education Business (OERu) (hereinafter called CONFERRING PARTNER QUALIFICATION) and is empowered to grant the award to successful learners.
7. CONTRIBUTING PARTNER is a paid member of the OERu international partnership who assembles OERu APPROVED COURSES for designated qualifications.
8. ASSESSING PARTNER provides assessment-only services for academic transcript credit on a fee for service basis for approved courses.
9. APPROVED OERu COURSES must:
  - a. Be available for assessment for transcript credit at one or more OERu partner institutes in line with the quality management systems for the respective quality assured status and the degree approvals and accreditations of the ASSESSING PARTNER.
  - b. Be recognised for credit transfer towards one or more Conferring Partner Qualification(s)
  - c. Be available for delivery on the OERu platform under a free cultural works approved open content license.
10. RESIDENCY REQUIREMENT refers to the minimum number of credits that must be assessed by the CONFERRING PARTNER to achieve the qualification.

11. OERu hosts open online courses designed for independent study on an “AS-IS” and “AS-AVAILABLE” basis at no cost to learners without any express or implied guarantee or warranty for fitness of any purpose and does not establish any service level agreement between OERu learners and the CONFERRING PARTNER or ASSESSING PARTNER.
12. LEARNERS are individuals who choose to study OERu courses and materials.
13. ASSESSMENT CANDIDATES are learners who choose to apply for assessment to an ASSESSING PARTNER.
14. CREDENTIAL CANDIDATES are learners who have met the academic credit requirements for the CONFERRING PARTNER QUALIFICATION and who choose to apply for the credential service.

## Goal

The overall goal of this credit transfer and course articulation agreement (the “Agreement”) is to facilitate transfer and acceptance of courses for credit at OERu partner institutions and to prescribe the procedures and quality standards for learners to leverage that credit into appropriate certifications or qualifications.

## Objectives

The objectives of the Agreement include, but are not limited to, the:

11. Establishment of prerequisite entry requirements for the CONFERRING PARTNER QUALIFICATION.
12. Determination of the amount of transfer credit to be awarded for the APPROVED OERu COURSES towards the CONFERRING PARTNER QUALIFICATION.
13. Determination of the residency requirement referring to the amount of credits which must be assessed locally by the CONFERRING PARTNER towards the CONFERRING PARTNER QUALIFICATION.
14. Establishment of processes to ensure the maintenance of accurate public information of participating partners and the requirements for credit transfer of OERu APPROVED COURSES and course articulation towards the CONFERRING PARTNER QUALIFICATION.
15. Establishment of the basis for communication and coordination of the Agreement.
16. Establishment of the protocols for publicity and promotional material and where applicable, the basis for use of certain trademarks of the partners pursuant to this Agreement.

## Agreement

### Nature of the Agreement

17. This Agreement makes provision for credit transfer of the APPROVED OERu COURSES towards the CONFERRING PARTNER QUALIFICATION specified in the Articulation Pathway Annex (Annex 1A).
18. The CONFERRING PARTNER will recognise credits of the ASSESSING PARTNER towards the CONFERRING PARTNER QUALIFICATION in accordance with local requirements.
19. This agreement:

- a. Relates only to the provisions specified in the Articulation Pathway Annex.
  - b. Does not signify any other accreditation arrangement or approval of standards, quality or services provided by participating partners.
20. Each party is required to act only within its powers and constitution and each shall solely be liable for any breach of this requirement.
  21. Each party will provide information necessary, and as requested by the others to enable effective operation and development of this articulation agreement.

## Admissions

22. Learners requesting credit transfer under this Agreement are required to meet the CONFERRING PARTNER's normal admission requirements for the CONFERRING PARTNER QUALIFICATION.
23. Learners will be eligible for credit transfer towards the CONFERRING PARTNER QUALIFICATION as documented in the relevant Articulation Pathway Annex by means of official transcript issued by the ASSESSING PARTNER.
24. The CONFERRING PARTNER will have the final decision regarding admissions in accordance with the CONFERRING PARTNER admission processes.

## Approval of OERu courses

24. The CONFERRING PARTNER shall approve all courses and/or assessments as appropriate to be considered for course articulation towards the CONFERRING PARTNER QUALIFICATION in accordance with academic and administrative requirements for the award.
25. The OERu course specification document which specifies the level, notional learning hours, corresponding credits, learning outcomes, indicative content, assessment model and prerequisite requirements must be completed for each course by the CONTRIBUTING PARTNER for the approval process.
26. The OERu and contributing OERu partner agrees to provide the CONFERRING PARTNER with at least ninety days (90) days notice of any substantive changes to the OERu course specification document. A substantive change is any change in the curriculum that could alter the learning outcomes, notional learning hours, assessment model or admission requirements. Depending on the nature of the change to the course, the CONFERRING PARTNER may require a re-evaluation of the course which could result in changes to the approval status or credits recognised for transfer purposes.

## Changes to the conferring partner qualification

27. The CONFERRING PARTNER agrees to provide parties to this agreement with at least ninety days (90) days notice of any substantive changes to the admission standards, graduation requirements or the OERu COURSES recognised for transfer credit towards the CONFERRING PARTNER QUALIFICATION.
28. The OERu will publish notice of any substantive changes on the oeru.org website and corresponding course listings.

29. The CONFERRING PARTNER agrees to recognise transfer credit for formerly approved courses for a period of ninety days (**90**) days for learners who commenced their studies prior to the date of notice of substantive changes to the CONFERRING PARTNER QUALIFICATION.

## General responsibilities of the assessing partner

The ASSESSING PARTNER:

30. is responsible for the academic standards and quality assurance of assessment services for transcript credit in line with its quality assured status for degree approvals and accreditations;
31. is responsible for issuing an official transcript to learners who are assessed to have achieved the learning outcomes in the course specification document for OERu APPROVED COURSES;
32. is responsible for relevant assessment policies and procedures for assessment candidates;
33. is responsible for determining the price of its assessment services for OERu APPROVED COURSES;
34. is responsible for keeping its relevant partner information on the oeru.org website up-to-date, including any changes to advertised fees for service and relevant information for learners requesting assessment services (the OERu will provide password access to the designated official);
35. agrees to immediately advise the parties to this Agreement of any changes to the accreditation status of the organisation;
36. must be a contributing member of the OER Foundation.

## General responsibilities of the OERu

The OERu is responsible for:

37. hosting the following websites: oeru.org listing approved courses and relevant information about the collaboration; course.oeru.org where the open online courses are published; wikieducator.org used for planning and authoring of courses; and a number of interaction tools that support learning including forums.oeru.org, bookmarks.oeru.org, WENotes and oeru.mautic.net used for automated email announcements;
38. hosting public versions of the course specification documents;
39. maintaining a register of the signed credit transfer and course articulation agreements;
40. publishing the articulation pathways approved by the partner network on the oeru.org site;
41. coordinating the implementation of the collaboration and maintaining a public and transparent record of its decisions.

## General responsibilities of the conferring partner

The CONFERRING PARTNER:

42. is responsible for the rules and regulations of the CONFERRING PARTNER QUALIFICATION;
43. is responsible for approving the OERu courses which will be recognised for transfer credit towards the CONFERRING PARTNER QUALIFICATION based on the course specification documents;
44. is responsible for determining the RESIDENCY REQUIREMENT for the amount of credits to be assessed by the CONFERRING PARTNER;
45. is responsible for the academic standards and quality assurance of assessment services for its own courses and related course articulation services;
46. is responsible for determining the price of its assessment services for OERu APPROVED COURSES and price relating to services for issuing the CONFERRING PARTNER QUALIFICATION;
47. is responsible for keeping its relevant partner information on the oeru.org website up-to-date, including any changes to advertised fees for service and relevant information for learners requesting assessment services or conferring of the award (the OERu will provide password access to the designated official);
48. agrees to immediately advise the parties to this Agreement of any changes to the accreditation status of the organisation;
49. Must be a contributing member of the OER Foundation.

## Communication and coordination

50. Each party will designate a member of its staff as "OERu course articulation focal point". Each focal point will be the formal point of contact among the parties on all matters associated with the Agreement.
51. OERu will publish a list of the designated focal points on the planning pages hosted on WikiEducator.org.
52. OERu will invite focal point members to join an optional email list of all the focal points of signed articulation agreements.
53. Each party will maintain proper records relating to their responsibilities and obligations under this Agreement.

## Financial arrangements

54. No party may incur, commit or authorise financial expenditure on behalf of another party to this Agreement.
55. Each party is responsible for its own costs associated with any activities relating to this Agreement.
56. OERu learners are responsible for costs relating to prerequisite requirements, admission or examination related costs, including but not limited to: issue of transcripts, English language tests, visa fees, cost of living and personal expenses.
57. All parties retain decision-making autonomy regarding prices for any value-added fee for service activities.

## Limitations and restrictions

58. This agreement relates only to the provision of assessment services by the ASSESSING PARTNER signatories except where explicit arrangements are stated in the relevant Articulation Pathway Annex(es). The agreement will not be applicable to service provision by the ASSESSING PARTNER(s) which:
- a. is delivered by franchise by other institutions or organisations;
  - b. is delivered by subcontracting assessment provision to other institutions or organisations;
  - c. involves articulation by the ASSESSING PARTNER with other institutions for which the ASSESSING PARTNER is unable to issue transcript credit.

## Publicity and promotional material

59. Any promotional material which includes reference to the CONFERRING PARTNER must be approved by the relevant Head of Marketing of the CONFERRING PARTNER. This includes the use of the CONFERRING PARTNER's logo's or trademarks.
60. OERu will provide international marketing support for the OERu programme of study through grant awards to the OER Foundation in consultation with partners. The parties to this Agreement will designate a member of its staff from their respective marketing and communication division to advise on the OERu marketing strategy.
61. The parties are encouraged to promote the OERu through their respective marketing channels and corporate websites:
- a. The OERu grants the parties the rights to use the OERu logo's during the term of the Agreement as shown on for promotional purposes relevant to this Agreement provided that such use does not in the opinion of the OERu damage its reputation or goodwill;
  - b. The OERu grants the parties the rights to reuse, adapt or modify any of the marketing and communication files (<https://oeru.org/files>) under the specified Creative Commons licenses. This includes use or adaptation of the video: <https://youtu.be/F4q3CjOQARI>.

## Intellectual property

62. Parties to this Agreement retain copyright to any materials they generate and they remain the property of the organisation or creator in accordance with the institution's contractual agreements or intellectual property policies.
63. As an Open Educational Resource (OER) collaboration, all OERu online course materials generated for the partnership are released under a Creative Commons Attribution license, Creative Commons Attribution ShareAlike license, or dedicated to the public domain. (Courses may link to third party, open access resources within the provisions of the respective copyright acts.)
64. Learners retain copyright of any content they produce, but are encouraged to share their outputs under open content licenses.

## Privacy and data protection

65. Parties to this Agreement are subject to their respective national and/or regional privacy and data protection policies.
66. In signing this Agreement parties agree to adhere to the national and regional policies for the personal information they may hold.



67. As an open education collaboration, appropriate programme information relating to courses and approved articulation arrangements will be publicly available on the OERu website.

## Confidentiality

68. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business or affairs of the other party except as permitted below.
69. Each party may disclose the other party's confidential information:
- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; and
  - b. as may be required by law, court order or any governmental or regulatory authority.
70. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

## Term and validity of the agreement

71. This Agreement will become effective on the date of signing and shall have an initial term of five (5) years.
72. This Agreement will be valid only when signed by the authorised individuals of each party.
73. This Agreement will be reviewed by the parties no later than six months prior to the scheduled expiry date.
74. This Agreement may be extended or renewed by mutual agreement following the review.

## Legal jurisdiction

75. This Agreement shall be construed in accordance with the laws of the province of British Columbia, Canada, and any legal proceedings with respect to this Agreement will be brought forward in Kamloops, Canada.

## Approval of additional courses

76. The Articulation Pathway Annex to the Agreement will be subject to annual review.
77. The CONFERRING PARTNER agrees to determine the review date and provide parties to the Agreement with at least thirty (30) days' notice of the review date to prepare any OERu Course Specification Documents to be considered for approval.
78. Additional courses may be added to the Agreement requiring the submission of a OERu Course Specification Document for each nominated course and subject to the normal course approval processes of the CONFERRING PARTNER.

## Variation

79. Requests for amendments or additions to this Agreement must be made in writing to the Chief Executive Officer (Principal, President or Vice-Chancellor) of the CONFERRING PARTNER, signed by the authorised representatives of the parties to the Agreement.

80. No variation to this Agreement shall be effective unless in writing signed by an authorised officer of each of the parties. Authorised changes will be appended to this agreement.
81. The CONFERRING PARTNER may add new ASSESSING PARTNERS to the Agreement for an OERu APPROVED COURSE towards the CONFERRING PARTNER QUALIFICATION on condition that:
- a. The new ASSESSING PARTNER is an accredited degree awarding institution;
  - b. The new ASSESSING PARTNER is a contributing member of the OER Foundation Limited;
  - c. The new ASSESSING PARTNER has contributed at least one course to the OERu international collaboration;
  - d. The new ASSESSING PARTNER is providing assessment services for a formerly approved course.
  - e. The new ASSESSING PARTNER meets the responsibilities and requirements of this Agreement.
  - f. The CONFERRING PARTNER notifies parties to this Agreement through the Focal points of the addition of the new assessing partner and circulates copies of the signed Agreement and corresponding amendment appended to this Agreement within fifteen (15) days to all parties.

## Entire agreement

82. This Agreement constitutes the entire agreement between the parties and supersedes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

## Termination and disputes

83. Any party may terminate this Agreement by giving a minimum of twelve (12) months' notice in writing.
84. The CONFERRING PARTNER reserves the right to terminate the Agreement in the event that any breach of the terms of the Agreement which is not remedied within thirty (30) days of notice of the breach being given or in circumstances that the CONFERRING PARTNER believes may be detrimental to its reputation and/or the academic standards of its awards.
85. The CONFERRING PARTNER reserves the right to re-negotiate or terminate this Agreement immediately if there is a change of ownership of the parties or if there are any changes to the accreditation status of -an ASSESSING PARTNER to this Agreement.
86. Following a decision to terminate the Agreement, the termination process will be planned in ways that take account of the concerns and situation of learners who have commenced study of an OERu APPROVED COURSE.
87. Should any dispute arise relating to the Agreement, the respective OERu Course Articulation Focal Points will attempt to seek resolution acceptable to their organisation. Should the Focal Points fail to achieve resolution, the Chief Executive Officer (Principal, President or Vice-Chancellor) of the CONFERRING PARTNER will nominate individuals or parties who will be empowered to seek a resolution.

## Evaluation

The OERu shall conduct an evaluation of the operation of its active Credit Transfer and Course Articulation Agreements during the annual international meeting of OERu partners. The evaluation will be coordinated by the OERu Standing Committee for Credit Transfer and where possible this evaluation will consist of the parties examining:

- a. the number of OERu learners participating in courses;
- b. the number of learners assessed for formal credit;
- c. the number of learners requesting credit transfer towards the CONFERRING PARTNER QUALIFICATION;
- d. the number of successful graduates;
- e. review of course evaluation data collected by OERu;
- f. review of OERu related procedures and processes for credit transfer and course articulation;
- g. recommendations for marketing and promotion.

## General

89. No party to this Agreement shall be liable to the other parties for any failure or delay in performance caused by circumstances beyond its control including, but not limited to, acts of God, fire or flood, labour difficulties, unusually severe weather or governmental action.
90. If the CONFERRING PARTNER ceases offering the CONFERRING PARTNER QUALIFICATION it will have no obligation to recognise credit transfer other than the provisions of fair notice stipulated in Paragraph 91 below.
91. The CONFERRING PARTNER shall provide the OERu with at least ninety (**90**) days' notice of the decision to cease offering the CONFERRING PARTNER QUALIFICATION. The CONFERRING PARTNER agrees to recognise transfer credit for formerly approved courses for a period of ninety (**90**) days for learners who commenced their studies prior to the date of notice of the decision to discontinue the award.
92. For the purposes of this Agreement, any notice or other communication between the Parties may be delivered by courier, mail, facsimile or electronic mail to the respective addresses of the Parties set out below:

### **CONFERRING PARTNER**

[Insert name of registrar]  
[Insert position]  
[Insert name of institution]  
[Insert address]]  
[insert email address]

### **ASSESSING PARTNER**

[Insert name of registrar]  
[Insert position]  
[Insert name of institution]  
[Insert address]]

[insert email address]

**OERu**

Wayne Mackintosh

Director

OER Foundation

Fourth Street, Private Bag 1910, Dunedin 9054, New Zealand

wayne@oerfoundation.org

## List of Annexures to the Agreement

Annex 1: Articulation Pathway for Certificate in General Studies

DATED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

[Insert name]

President and Vice-Chancellor

[Insert instituion]

\_\_\_\_\_ Date: \_\_\_\_\_

[Insert name]

President and Vice-Chancellor

[Insert instituion]

\_\_\_\_\_ Date: \_\_\_\_\_

Dr Wayne Mackintosh

Director

OER Foundation

## Acknowledgement

This document is a derivative work of articulation agreement exemplars shared by the respective Registrar's offices of Thompson Rivers University and the University of the Highlands and Islands with the OER Foundation. The OERu acknowledges the contributions of these partners in preparing this document.

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# Annex 1A: Articulation Pathway for the Certificate in General Studies (Example)

## Conferring partner qualification requirements

Program requirements are subject to change. The program requirements for the Certificate in General Studies are set out below.

### Certificate requirements

30 credits total of approved post-secondary courses at the first-year bachelor degree level.

### Residency requirements

A minimum of 6 credits must be assessed by the CONFERRING PARTNER (distance or on-campus). Learners must meet the specified residency requirements and select further courses to fulfil the remaining 24 credits from the OERu approved courses listed below.

### Admission requirements

CREDENTIAL CANDIDATES seeking credential service for the Certificate in General Studies (CONFERRING PARTNER QUALIFICATION) must have already achieved 6 credits assessed by Thompson Rivers University and a further 24 transcript credits from the OERu courses listed below, as evidenced through submission of transcripts from the ASSESSING PARTNER(S).

CREDENTIAL CANDIDATES are required to provide acceptable proof of identity as set out in the university requirements of the CONFERRING PARTNER and pay the required service fee.

CREDENTIAL CANDIDATES must have proficiency in English at a level suitable to successfully complete university-level study. ASSESSING PARTNERS may have specific requirements for proficiency in English in order to offer an assessment service for the OERu courses for transcript credit. Learners should consult the respective course listings on the OERu site to confirm these requirements.

## Programme structure

### Residency courses

The following courses are available through the OERu and must be assessed by the CONFERRING PARTNER to complete the 6 credit residency requirement.

OERu Code	Course name	Eng proficiency	Assessment Option	Credits
ART100	Art appreciation and techniques	Yes	TRU	3
	<a href="#">Research methods in Psychology</a>	Yes	TRU	3
Total:				

## Approved courses from OERu partners

Learners can select from the following list of approved OERu courses to make up a minimum of 24 transcript credits from the respective ASSESSING PARTNER(S). Learners must be assessed through an assessment instrument set and moderated directly by the ASSESSING PARTNER, not through a third-party assessor nor through assessment of experiential learning portfolio.

(Courses listed as examples only)

OERu Code	Course name	Eng proficiency	Assessing Partner(s)	Credits
LIDA100	Learning in a digital age	Yes	OP	4
RRAP100	Regional relations in the Asia and Pacific	Yes	USQ	4
WHME100	World history in the modern era	Yes	TESU	3
CCOM	Corporate communication	Yes	TESU, OP	3
Total credits available:				