

AMENDMENT TO ARTICULATION AGREEMENT

between

UNIVERSITY OF GLASGOW
College of Medical, Veterinary and Life Sciences
Glasgow, Scotland, United Kingdom

and

THE PENNSYLVANIA STATE UNIVERSITY
College of Agricultural Sciences
University Park, Pennsylvania, United States of America

THIS AMENDMENT TO ARTICULATION AGREEMENT (this "Amendment") is made and entered into as of this 1st day of April, 2018, by and between the University of Glasgow, on behalf of its College of Medical, Veterinary and Life Sciences ("UoG"), and The Pennsylvania State University, on behalf of its College of Agricultural Sciences ("Penn State") (hereinafter referred to each as a "Party" and collectively as the "Parties").

WHEREAS, UoG and Penn State entered into that certain Articulation Agreement dated March 28, 2014 ("AA"), pursuant to which Penn State animal science students gain entry into the Bachelor of Veterinary Medicine and Surgery ("BVMS") professional degree program at UoG; and

WHEREAS, UoG and Penn State have learned that the logistics of the AA relating to Penn State students' statuses during the integrated year (Year 1) is not operating as intended;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the AA to update the operation of the UoG integrated program by changing the mechanism during the integrated year (Year 1) to an Education Abroad program for Penn State students, and to reflect certain changes to Penn State policy impacting the AA, all as more fully set forth in this Amendment:

I. The following sentences are hereby deleted from Section 3.2 of the AA:

"Upon entry to the UoG integrated program, Penn Students (sic) will cease enrollment from Penn State while studying at UoG. At the point a student ceases enrollment at Penn State, he/she will not be eligible for financial aid from Penn State. However, students should apply for financial aid directly with UoG. UoG is authorized to certify students for the Federal Direct Student Loan program if needed. Upon completion of the integrated

program, students will be enrolled at Penn State for graduation purposes. Enrollment in Penn State classes will not be required. This step is necessary in order for students to graduate from Penn State after completing their first year at UoG.”

II. The following sentence is hereby added to the end of Section 3.2 of the AA: “If a student has any outstanding financial obligations at UoG, UoG reserves the right to withhold transcripts until all debts have been paid.”

III. Section 3.5 of the AA is hereby deleted in its entirety and replaced with the following:

“3.5 Health Insurance.

- A. During the integrated year (Year 1), Penn State students taking part in this Program will be required to be covered by the Penn State Education Abroad Student Health Insurance Plan. This requirement is in addition to any other coverage that the students may have, including but not limited to the National Health Service (NHS).
- B. Following the students’ completion of Year 1 and graduation from Penn State, students at UoG on a full-time course are eligible to receive healthcare from the National Health Service (NHS), and are no longer required to comply with Penn State Education Abroad Student Health Insurance policies. UoG will provide more information to such Penn State graduates.”

IV. Section 3.6 of the AA is hereby deleted in its entirety without renumbering any subsequent sections.

V. Section 3.10 of the AA is hereby deleted in its entirety and replaced with the following:

“3.10 Nondiscrimination. Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and UoG, or by government authorities. Neither Party discriminates against any person on the basis of that person’s age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this MOA, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to

violate any applicable law, statute, code or guideline in order to provide such access.”

VI. The following subsections are hereby added to Section 3 of the AA:

“3.11 Undergraduate Direct Enroll Program. The Parties agree to establish an undergraduate direct enroll program for Penn State students in the Program to study at UoG during their senior year at Penn State (i.e. the integrated year (Year 1)). During Year 1 of the Program, Penn State students shall be deemed to be studying abroad and therefore subject to all Penn State policies applicable to its students participating in education abroad programs. Upon satisfactory completion of Year 1 of the Program and satisfaction of all applicable graduation requirements, Penn State students will graduate from Penn State with a Bachelor of Science in Animal Science.

3.12 Academic Status. Penn State students in the Program will enroll at UoG during the first year (Year 1) as full-time, non-award students. The Penn State students will remain registered at Penn State for the duration of their study abroad.

3.13 Tuition and Fees.

- A. Penn State students will pay all tuition and required fees to Penn State during the integrated year (Year 1), and will not be required to pay tuition or required fees directly to UoG.
- B. Penn State’s Global Programs will pay UoG for the UoG tuition and required fees owed by Penn State students during the integrated year (Year 1). UoG will send invoices to Penn State for tuition and required fees owed to it by Penn State students. Said invoices will be sent to the Global Programs Finance Office, 410 Boucke Building, Penn State University, University Park, State College, 16802 USA.
- C. Upon receipt of an invoice from UoG, Penn State will submit payment to UoG for the tuition and compulsory administrative fees and the standard UoG fee for overseas students enrolled in the School of Veterinary Medicine owed by Penn State students, in accordance with the payment schedule set forth in the invoice.
- D. The costs will be determined by UoG in coordination with Penn State and are subject to change each year. UoG will notify Penn State in a timely manner, preferably six months in advance of the effective date of any proposed change, of any changes in costs.
- E. Penn State students will be responsible for paying all other costs related to their participation in the program, including, but not limited to, transportation expenses to and from UoG; accommodation expenses and meals; textbooks; clothing and personal expenses; passport and visa costs; and all other debts and

incidental expenses incurred during the course of their study abroad at UoG.”

VII. The following subsections are hereby added to Section 4 of the AA:

“4.3 Intellectual Property. This MOA only covers research and academic cooperation, and does not cover the generation of intellectual property. Any intellectual property generated shall be covered under a separate agreement.

4.4 Force Majeure. Neither Penn State nor UoG shall be held liable if the safe or effective operation of the Program is prevented by conditions beyond its control including, but not limited to, Acts of God, natural disasters, epidemics, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of one or both of the Parties.”

4.5 Export Control. The Parties hereby acknowledge that performance and obligations hereunder may be subject to United States export laws, and, to the extent such controls are applicable, performance of some desired activities under this MOA may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this MOA.

4.6 Family Educational Rights and Privacy Act. UoG acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this AA. UoG acknowledges that such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and agrees that it will utilize such information only to perform its obligations under this AA and for no other purpose. UoG further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates.”

VII. Originals. The Parties shall sign three (3) originals of this Amendment. UoG shall retain one (1) original, and Penn State shall retain two (2) originals.

VIII. Inconsistencies. In the event of any conflict, disagreement, or discrepancy between the terms of the AA and the terms of this Amendment, the provisions of this Amendment shall govern and control. Any provisions contained in the AA that are not specifically amended herein shall remain in full force and effect, and except as amended by this Amendment, in all other respects the AA is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment to Articulation Agreement has been executed by the Parties of the last day written below:

The Pennsylvania State University

University of Glasgow

[Redacted Signature]

[Redacted Signature]

Richard T. Roush
Dean of the College of Agricultural Sciences

Prof. Jill Morrison
Dean for Learning and Teaching, College of
Medical Veterinary and Life Sciences

[Redacted Signature]

[Redacted Signature]

Robert N. Pangborn
Vice President and Dean for Undergraduate
Education

Prof. Ewan Cameron
Head of School of Veterinary Medicine, College of
Medical Veterinary and Life Sciences

[Redacted Signature]

[Redacted Signature]

Michael Adewumi
Vice Provost for Global Programs

Prof. Anna Dominiczak
Head of College of Medical Veterinary and
Life Sciences

[Redacted Signature]

Susan J. Wiedemer
Assistant Treasurer