



Memorandum of Cooperation and Direct Enroll Agreement
between
Bridgewater State University
and
Sumy State Pedagogical University
named after A.S. Makarenko



This Memorandum of Cooperation and Direct Enroll Agreement is entered this 10 day of 07, 2022, by and between Bridgewater State University, public institution of higher education and agency of the Commonwealth of Massachusetts with an address of 131 Summer St., Bridgewater, MA 02325, United States of America (BSU), and Sumy State Pedagogical University named after A.S. Makarenko (SSPU), 87 Romenska St., Sumy, 40002, Ukraine.

WHEREAS BSU and SSPU, recognizing the educational and cultural value of faculty and student exchanges, have agreed to establish arrangements for this direct enroll to BSU of SSPU students for durations and support detailed in this Agreement,

NOW IT IS HEREBY AGREED as follows:

1. Inbound SSPU students to BSU

- a. SSPU shall nominate up to four (4) suitably qualified students in good academic standing for direct enroll admissions to BSU for one academic semester. It is understood by both Parties to this agreement that direct enroll period may not exceed this limit.
- b. Candidates for direct enroll must satisfy the admissions requirements of non-degree student admissions standards including, but not limited to, language proficiency requirements, qualifying grades, and financial support.
- c. Candidates will have completed at least one year at their Home Institution.
- d. Each nominated student shall:
 - i. complete BSU's required application materials and process in required deadline periods.
 - ii. provide evidence of English language proficiency.
 - iii. provide all necessary documents in English, translated by approved methods.
 - iv. Acquire or provide payment for medical insurance as required by BSU.

- e. While each institution agrees in good faith to respect the inbound nomination, the decision as to whether those students can be offered a place on its exchange program is entirely within the discretion BSU.
- f. Inbound direct enroll students will remain enrolled as regular degree-seeking candidates at their Home Institutions and are not eligible for a degree at BSU.
- g. The direct enroll option shall be for the period of one academic semester and will not exceed this limit.
- h. Each student shall be entitled to receive the same academic resources and support services as any other full-time student of BSU, except where those resources may not be available for reasons beyond the control of the Institution.

2. Financial Costs & Responsibilities of Student Participants

a. Academic Credit and Associated Fees

- i. Students shall obtain official approval from their Home Institution for the units, modules, or subjects taken at the Host Institution and shall ensure that they take the required number of units, modules, or subjects as designated by the Home Institution.
- ii. Students shall also ensure that they take the required number of units, modules, or subjects necessary to be registered as full-time students of the Host Institution.
- iii. Students in the direct enroll program will be supported through a BSU Presidential Scholarship for their semester at BSU. This scholarship will cover all academic fees, including tuition.
- iv. The BSU Presidential Scholarship will also cover any student life, service, and/or activity fees at BSU.

b. Accommodations and Living Expenses

Students will be supported by a BSU Presidential Scholarship which will cover all costs for accommodations and living expenses, including food/meal plans, costs of books, and supplies. Living in on-campus housing is required of all student participants.

c. Health Insurance

Students are responsible for maintaining health insurance that meets the Host Institution's and government requirements. For incoming students to BSU, BSU health insurance is required. The BSU Presidential Scholarship will also cover the costs of the BSU Student Health Plan.

d. Visa/Immigration Documents

Student participants are responsible for completing immigration procedures required to study at BSU. Student participants are responsible for providing documentation of having sufficient financial resources for the period of stay, which will be covered by the BSU Presidential Scholarship. BSU will provide the necessary admissions documents to enable direct enroll students to apply for relevant visas. Students are responsible for all immigration and visa processes and associated costs as well as travel costs to BSU.

3. Responsibilities of SSPU

The Home Institution shall have the responsibility in respect to all issues relating to credits and the units, modules, or subjects undertaken by their students while on exchange. SSPU should also provide preliminary advising and support to their student applicants based on materials and deadlines sent from BSU.

4. Responsibilities of BSU

BSU will provide incoming students with the following programs and services:

- a. Student Accommodations
 - i. BSU shall provide on-campus accommodations as on-campus housing is required.
 - ii. Students attending BSU shall also be made aware that there is no housing available during the four (4) -week semester break from late December to late January. Students are responsible for all costs associated with alternative housing.
- b. Information on health insurance requirements.
- c. Academic and other advisory services.
- d. Access to university facilities as full members of BSU, including library, sports, student health clinic, and student union facilities and organizations.
- e. Necessary details of the academic year, course descriptions, handbooks and all other information to enable students to make an informed choice of subjects to be taken at BSU.

5. Dependents

The terms and benefits of this direct enroll agreement apply to the direct enroll student only and does not extend to any or all dependents.

6. Confidentiality of Student Records & Transcripts

- a. BSU will obtain a release from students participating in the direct enroll program authorizing the exchange of information protected from disclosure under the U.S. Family Educational Rights and Privacy Act between the two institutions for purposes of this direct enroll program.
- b. BSU will provide the SSPU with transcripts and documentation regarding the students' academic performance during the direct enroll or degree period provided student participant has met all financial and behavioral agreements, expectations and obligations set forth by BSU. However, since U.S. laws protect the privacy of student education records, SSPU may not disclose education records of a student enrolled as an exchange student without the student's written permission.

7. Academic and Disciplinary Rules

The academic requirements of both educational institutions shall be respected and all current, applicable policies covering matters of academic responsibility and behavioral discipline will be distributed to the other Party and carefully followed.

8. Institutional Laws, Rules and Regulations

- a. All individuals participating in this direct enroll program will be subject to the rules and regulations of BSU and to the laws of the United States of America. Neither Host nor Home Institution assumes responsibility for the conduct or behavior of exchange participants.
- b. BSU reserves the right to dismiss direct enroll participants for violations of rules or regulations, including but not limited to academic and personal misconduct.
- c. Violation of local laws committed in the United States of America may subject the student to immediate dismissal and/or termination from the direct enroll program. Such dismissal or termination may also negatively affect the individual's immigration status.
- d. The dismissal or termination of a direct enroll participant shall not abrogate this agreement or arrangements regarding other students or faculty from either institution.

9. Duration, Renewal, Amendment and Termination

- a. This Agreement shall take effect upon the approval of the appropriate authorities of both Parties.
- b. This Agreement shall remain in force for a period of Spring 2023 and is not renewable.
- c. This Agreement may be amended or supplemented only by the written agreement of the Parties, executed by its duly authorized representatives.

- d. The Parties shall confer concerning the renewal of this Agreement and/or any relevant addenda no later than six (6) months prior to its expiration.
- e. Either Party to this agreement may terminate this Agreement by giving six (6) months' notice in writing to the other.
 - i. Unless said notice expressly states to the contrary, termination of this Agreement shall not affect activities in progress pursuant to subsequent written agreements between the Parties, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.
 - ii. More specifically, if the notice to terminate is given while students are on an exchange, the students shall be entitled to complete the exchange, notwithstanding that the completion of the exchange would be after the termination of this Agreement.

10. Notices. All notices under this direct enroll agreement must be in writing to the Parties below:

For Bridgewater State University:

Dr. Wing-kai To
Assistant Provost for Global Engagement
Bridgewater State University
25 Park Terrace,
Bridgewater, MA 02324
Phone: +1(508) 531-6195
Email: wto@bridgew.edu

**For Sumy State Pedagogical University
named after A.S. Makarenko:**

Serhii Dieniezhnikov
87, Romenska Street, Sumy, 40002,
Ukraine.
Phone: +380542685920, +380954460729
Email: intersspu@gmail.com

11. Entire Agreement and Modification

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise. No additions, modifications, or amendments shall be effective unless in writing and executed by the Parties.

12. Non-Assignment

This Agreement may not be assigned by either Party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

13. Non-Exclusivity

Nothing in this Agreement shall create an exclusive relationship between the Parties. The Parties hereto shall be free to enter into relationships with any other university or institution of their choosing without any accountability to the other Party hereto.

14. Relationship of the Parties

This Agreement shall not be construed to create a relationship of partners, brokers, employees, or agents between the Parties. The Parties to this Agreement are acting as independent contractors.

15. Use of Institutional Names: Advertising and Publicity

Neither Party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any external advertising, promotion or sales literature without first obtaining the written consent of the other institution.

16. Disputes

In case of any dispute regarding the students or the Agreement, both Parties shall agree to attempt to resolve the matter together in a cooperative spirit.

--Remainder of page intentionally left blank--

The undersigned Parties have executed duplicate original copies of this Agreement first written above as of the Effective Date.

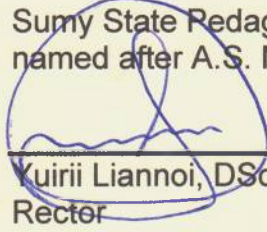
Bridgewater State University



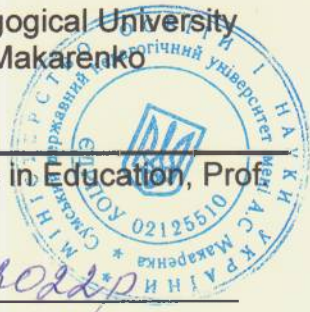
Frederick W. Clark, Esq., President

Date: 10/7/22

Sumy State Pedagogical University
named after A.S. Makarenko



Yurii Liannoi, DSc in Education, Prof
Rector



Date: 10.12.2022