

## **Visiting Student Program Agreement**

This Agreement, dated as of July 24, 2014, by and between Fashion Institute of Technology ("FIT") of the State University of New York, with offices at 227 West 27<sup>th</sup> Street, New York, NY 10001 and Michigan State University "Michigan State", with offices at Administration Building, 426 Auditorium Rd., Room 438, East Lansing, MI 48824-1046, is made in recognition of the mutual benefits of scholastic interaction between them through the Visiting Student Program at FIT.

### **I. The Program**

A. In accordance with the terms and conditions of this Agreement, students from Apparel and Textiles majors will be allowed to participate as full-time students in the one-year Associate in Applied Science ("AAS") degree program in FIT's School of Art and Design: Fashion Design program, and/or the School of Business and Technology: Fashion Merchandising Management program, as part of the Visiting Student Program at FIT ("Program").

B. Michigan State participants in FIT's Visiting Student Program ("VSP Students") must be enrolled in a bachelor's degree program at Michigan State. They must have completed a minimum of thirty (30) college credits prior to beginning the Program, be in good academic standing and have a record of good conduct.

C. Michigan State's Apparel and Textiles area will pre-screen its students for participation in the Program, but the final determination of admission will be made by FIT's Office of Admissions. Admission is based on a variety of considerations including FIT's Program admissions requirements, available space and an assessment of Michigan State students' qualifications. Application to any program in FIT's School of Art and Design requires the submission of a portfolio for evaluation by FIT as part of the admissions process.

D. Upon successful completion of a one-year AAS program as prescribed in the then-current FIT catalogue, a VSP Student will be eligible to receive the AAS degree from FIT. FIT will confer the AAS degree upon receipt of notice from Michigan State of the VSP Student's award of the bachelor's degree by Michigan State.

E. VSP Students will not be permitted to extend their enrollment beyond the two (2) consecutive semesters of their participation in the Program.

F. On reasonable request FIT will accommodate yearly visits of Michigan State representatives to facilitate dialogue with administrators, faculty and staff; to view the work product of VSP Students; and to gain access to information regarding

VSP Students, such as progress reports. Michigan State will similarly accommodate visits to its campus by FIT representatives to facilitate Program operations.

G. FIT will notify Michigan State of changes to FIT program offerings and curriculum that affect VSP Students. FIT will not be required to continue offering a program because of the existence of this Agreement. FIT retains the right to modify, suspend or discontinue its programs at any time. FIT also retains the right to modify its admissions criteria at any time.

## **II. Tuition, Charges, Fees and Other Expenses**

A. Michigan State will be the home institution for purposes of awarding financial aid to eligible VSP students.

B. FIT will be the host institution.

C. VSP students will be responsible for paying the assessed tuition and fees to the host institution.

D. FIT will not process financial aid applications nor provide financial assistance (including, but not limited to, loans, grants or scholarships) to Visiting Program Students.

## **III. Michigan State Responsibilities**

A. Michigan State will appoint a liaison within the Apparel and Textiles area to coordinate the process of recommending its students to the Program and to be the point of contact with FIT for purposes of FIT's Program admissions process, in accordance with guidelines for Program liaisons provided by FIT.

B. Michigan State's Department of Art, Art History and Design will provide student advisement services to Michigan State students throughout the period from when a student applies to the Program until he/she completes the Program.

C. Michigan State's registrar's office will assure that each VSP Student's FIT transcript is recorded at Michigan State.

D. Michigan State will provide FIT official transcripts reflecting the award of bachelor's degrees to its VSP students within forty-five (45) days of such awards.

#### **IV. FIT Responsibilities**

A. FIT will offer VSP Students the opportunity to apply to the AAS program in the one-year Associate in Applied Science (“AAS”) degree program in FIT’s School of Art and Design: Fashion Design program, and/or the School of Business and Technology: Fashion Merchandising Management program. Students not admitted to the major program for which they applied due to enrollment limitations or the suspension or discontinuance of the program for any reason, will be offered the option to enroll in a different one-year visiting student major, assuming all admission requirements for that program are met.

B. All credits must be earned at FIT, and students shall complete all classes required by the Program at the time of their admission. No substitutions are permitted for the class requirements of the Program. FIT will notify Michigan State of any change in class requirements for the Program as such changes are approved by FIT.

C. VSP Students will have the same opportunity to enroll in elective courses as all students; however, VSP Students will not be eligible for participation in internships, whether paid or unpaid, credit or non-credit, unless it is a required course in their FIT major or listed as a course option to fulfill a required elective in the FIT major.

D. Except as otherwise provided in this Agreement, VSP Students will be entitled to the same privileges and subject to all the rules and regulations as FIT students, including but not limited to the Family rights and Privacy Act (“FERPA”), and FIT’s payment deadlines, rules of conduct and disciplinary procedures.

E. VSP Students will be eligible for housing in FIT dormitories on the same basis as FIT students, providing all application and payment deadlines for housing are met. FIT will provide VSP Students the same services for identifying off-campus housing that it provides to FIT students.

F. VSP students will be entitled to use FIT health services on the same terms as FIT students. VSP Students will be responsible for payment of all charges attributable to their individual medical care that are not covered by their insurance.

G. Prior to the start of classes, FIT will provide an orientation to VSP Students about applicable FIT policies, procedures, standards and practices relevant to their participation in the Program. VSP Students are expected to read and abide by all rules of student conduct as set forth in the FIT Student Handbook.

H. If a VSP Student is subject to withdrawal from the Program pursuant to FIT’s policies and procedures governing academic standing or conduct, FIT, if it is reasonably practicable, will consult with Michigan State’s liaison before finalizing

such action. Notwithstanding such consultation, FIT retains the right to enforce its policies and procedures.

I. FIT will send academic transcripts to Michigan State at the conclusion of each semester in a timely fashion.

J. FIT will provide Michigan State's Department of Art, Art History and Design a list of students admitted to their program.

#### **V. Term/Termination**

A. This Agreement shall be effective as of the date first above written and will apply to Michigan State students seeking to participate in the Program as of Fall 2014 and thereafter. This Agreement will continue for an initial term of three (3) years. Subsequently, it will automatically renew each year for an additional one-year term unless terminated as provided in Section V, Paragraph B, below.

B. Either party may terminate this Agreement for any reason with sixty (60) days prior written notice to the other party. In the event of termination, any VSP Student enrolled in the Program on the date of termination will be permitted to complete the Program in accordance with the terms of this Agreement.

#### **VI. Miscellaneous**

A. Each party represents and warrants that the official executing this Agreement on its behalf is duly authorized to do so, and acknowledges that the other party is acting in reliance thereon.

B. This Agreement may be amended only by written agreement signed by an authorized representative of each party.

C. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the substantive laws of the State of New York, without application of choice of law rules.

D. This Agreement will be implemented by both parties in a manner that does not discriminate against any person on a basis prohibited by applicable law including, but not limited to, race, color, national origin, religion, sex, sexual preference, age, veteran status or disability.

E. To the extent permitted by applicable law, each party agrees to defend, indemnify and hold the other party harmless from any and all claims, including reasonable attorney fees, brought by a VSP Student, his/her parents, survivors or

agents, arising from any negligent acts or omissions or misconduct of the indemnifying party. Neither party will be liable for the acts or omissions of the other, nor shall it be liable for the acts of other FIT students.

F. The relationship of the parties is that of independent contractors, and neither party will hold itself out as being a partner or agent of the other party.

G. The parties will not assign or transfer this Agreement or any right or interest herein.

H. The parties will not use or adopt names, logos or any identification of the other party without the other party's prior written approval by an authorized representative.

Fashion Institute of Technology

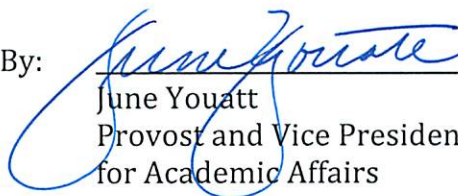
Michigan State University

By:



Giacomo M. Oliva, Ed.D.  
Vice President for Academic Affairs

By:



June Youatt  
Provost and Vice President  
for Academic Affairs