

**ACADEMIC TRANSFER AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND
KARACHI AMERICAN COLLEGE**

THIS ACADEMIC TRANSFER AGREEMENT (ATA) is made and entered into on this ____ date of ____ (the “**Effective Date**”) by and between **The University of South Florida Board of Trustees**, a public body corporate of the State of Florida (“**USF**”) in Tampa, Florida, USA, and **Karachi American College (“KAC”)** in Karachi, Pakistan. The parties hereby agree to the following:

WHEREAS, **KAC** awards academic credit for courses taught at **KAC**; and

WHEREAS, this ATA only applies to courses taught at **KAC**; and

WHEREAS, **USF and KAC** wish and intend by this ATA to provide international student mobility from **KAC** to **USF** via mutual promotion, guaranteed articulation of courses and guaranteed admission based on meeting specified admission standards; and **WHEREAS**, the purpose of this ATA is to establish the specific details that define the collaboration, as well as the responsibilities duties, obligations, and capacities of each party.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. MUTUAL PROVISIONS

Principles of Good Practice: **USF** is accredited by the Southern Association of Colleges and Schools Commission on Colleges. **KAC** will deliver the lower-level coursework, while **USF** will control the content and administration of the upper-level courses and Bachelor’s degrees in conformity with principles of accreditation established by the Commission on Colleges of the Southern Association of Colleges and Schools. Those "Principles" are available at:

<http://www.sacscoc.org/principles.asp>.

II. GENERAL TERMS AND CONDITIONS OF ATA

1. Admission and Articulation

- a. **USF** hereby agrees that international students from **KAC** will be admitted to **USF** if they meet the admissions criteria set forth in Exhibit A.1. Note that such admission criteria is subject to change at **USF**’s sole discretion, and up-to-date criteria can be found at <http://www.usf.edu/admissions/international/transfer/requirements-deadlines/application-requirements.aspx>. Admission requirements in this ATA define admission to **USF** with some programs having higher entry requirements or requiring specific prerequisite courses before admission to the degree program.
- b. **USF** hereby agrees to award credit for courses taken at **KAC** per the course mapping (i.e., articulation) set forth in Exhibit A.2. Note that such course mapping (i.e., articulation) criteria is subject to change at **USF**’s sole discretion.
- c. **USF** will provide international students at **KAC** who express an intention to enroll at **USF** a conditional letter of acceptance similar to the template letter in Exhibit A.3

2. Other

- a. **KAC** will use Exhibit A for marketing purposes to promote international student transfer to **USF**.
- b. **KAC** will assist international students in applying to **USF** by following standard online application process as a transfer student to **USF** and in meeting all deadlines.
- c. **KAC** will provide official transcripts to ensure transferability of credits.

III. GENERAL PROVISIONS

1. Terms Of ATA

- a. This **ATA** shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the **ATA** shall require written approval from both parties. After the five year period, this **ATA** may be renewed by mutual written consent.
- b. Either party may terminate this **ATA** by serving a written notice to the other party. Such termination will take effect three (3) months from the date of the written notice. Any termination will be prospective only and will not apply to students enrolled at **USF** as of the date of the termination notice or to **USF** applicants who relied on published materials offering the program. The foregoing notwithstanding, either party can terminate this **ATA** effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this **ATA**, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this **ATA** for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their degree, certificate or course, or each student's departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this **ATA**, the participation of all existing students will continue until they graduate or depart from the program.
- c. The parties have set forth the terms, conditions and responsibilities in the **ATA** in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this **ATA** effective immediately upon written notice and the parties shall comply with the obligations for a "teach out" as set forth herein.
- d. **USF** is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS) to award associate, baccalaureate, master's, education specialist and doctoral degrees. **KAC** is not accredited by SACS Commission on Colleges and the accreditation of **USF** does not extend to or include **KAC** or its students. Further, although the **USF** agrees to accept course work from **KAC** (for courses taught at **KAC**) to be applied toward an award from **USF**, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from **USF**. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.
- e. SACS Applicable Policy Statement. Member institutions are responsible for notifying and providing SACSCOC with signed final copies of agreements governing their collaborative academic agreements. These arrangements must address the requirements set forth in the collaborative academic arrangements policy and procedures. For all such arrangements, SACSCOC-accredited institutions assume responsibility for (1) the integrity of the

collaborative academic arrangements, (2) the quality of credits recorded on their transcripts, and (3) compliance with accreditation requirements.

- f. **USF** shall not use **KAC** Trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed **KAC** mark or intellectual property in any manner without the prior written consent from **KAC** of such use. **KAC** shall not use **USF** trademarks, trade names, service marks, brand names, domain names, URL's or Logo's or any other licensed **USF** mark or intellectual property in any manner without the prior written consent of **USF** of such use.
- g. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- h. **Notices:** All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

Dr. Peter Pelosi, President

Karachi American College

Amir Khusro Road, K.D.A. Scheme No. 1, Karachi, Pakistan – 75350

+92-21-3453-9096, [PelosiPeter@kas.edu.pk](mailto: PelosiPeter@kas.edu.pk);

[peterpelosi@kacollege.org](mailto: peterpelosi@kacollege.org)

Glen Besterfield, Ph.D., Assistant Vice President

International Admissions and Global Partnerships, USF World

University of South Florida

4202 E. Fowler Avenue, CGS101, Tampa, Florida, 33620

+1-813-974-2154, [besterfi@usf.edu](mailto: besterfi@usf.edu)

Hilary Black, Senior Associate General Counsel,

Office of the General Counsel

4202 E. Fowler Avenue, CGS 301, Tampa, Florida 33620

+1-813-974-0749, [hblack@USF.edu](mailto: hblack@USF.edu)

2. **Application of Florida Law:** This ATA, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this ATA irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough County, Florida for the purpose of any action arising out of or relating to this ATA. Each of the parties to this ATA agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this ATA or any transaction contemplated hereby.
3. **Severability:** If any term or other provision of this ATA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this ATA nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced,

the parties shall negotiate in good faith to modify this **ATA** so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

4. **Successors and Assigns:** Each and all of the covenants, terms, provisions, and **ATAs** contained in this **ATA** shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this **ATA**, their respective successors and assigns. No party may assign this **ATA** (by operation of law or otherwise) to any Person without the prior written consent of the other party.
5. **Counterparts:** This **ATA** may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this **ATA**.
6. **Entire ATA:** This **ATA** represents the entire understanding of the parties with reference to the matters set forth herein. This **ATA** supersedes all prior negotiations, discussions, correspondence, communications and prior **ATAs** among the parties relating to the subject matter herein.
7. **Initiation of Program:** Promotion of agreement should begin at inception with expectation of the first matriculation of students to begin as early as Fall 2018.

SINGATURE PAGE FOLLOWS

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate

By: RBelly

Name: Roger Brindley

Title: VP USF System

Date: January 29, 2018

By: Glen Besterfield

Name: Glen Besterfield

Title: Dean of Admissions

Date: Jan 22 2018

Final approval for the University Of South Florida Board Of Trustees, a public body corporate

By: Ralph Wilcox

Name: Ralph Wilcox

Title: Provost and Executive Vice President

Date: 2/6/18

Approved as to Form and
Legal Sufficiency
Hugh Blair
Attorney, USF

KARACHI AMERICAN COLLEGE:

By: _____

Name: Dr. Peter Pelosi

Title: President, Karachi American College

Date: _____

By: _____

Name: Robert McCarl

Title: Dean of Students

Date: _____

EXHIBIT A



1. Admission Criteria.

Depending on the number of post-secondary credits an international student has earned at Karachi American College (KAC), the following admission criteria to USF applies. Note that below defines admission to USF with some programs having higher entry requirements or requiring specific prerequisite courses before admission to the degree program

- a. Lower-Level Transfer (Students with 12-29 transferrable credit hours)
 - Students will only be considered in this category on a case-by-case assessment of:
 - Secondary school diploma and GPA
 - Post-Secondary courses and GPA
 - SAT or ACT scores,
 - TOEFL, IELTS, or PTEA
 - Personal Statement reflecting reason for transfer
- b. Mid-Level Transfer (Students with 30 to 59 transferrable credit hours)
 - Successfully completed a minimum of 67 percent of all credit hours attempted at currently and previously enrolled institutions
 - Official Transcript from all postsecondary Institutions (KAC) attended
 - A 2.5/4.0 transfer or postsecondary transferrable GPA is required with the following exceptions:
 - Nursing 3.5/4.0
 - English Proficiency as exhibited by C grade or better in equivalent course to ENC1101
 - Math Proficiency as exhibited by C grade or better in university-level math course
 - No SAT or ACT score is required
 - No high-school credential is required
 - Transfer of courses to USF from KAC is based on course mapping (articulation tables) in following table for KAC.
- c. Upper-Level Transfer (Students with 60 or more transferrable credit hours)
 - Successfully completed a minimum of 67 percent of all credit hours attempted at currently and previously enrolled institutions
 - Official Transcript from all postsecondary Institutions (KAC) attended
 - A 2.3/4.0 transfer or postsecondary transferrable GPA is required with the following exceptions:
 - Architecture 3.0/4.0
 - Business 2.75/4.0
 - Education 2.5/4.0
 - Mass Communications 2.75/4.0
 - Nursing 3.2/4.0
 - Social Work 2.75/4.0
 - Engineering various GPAs based on department

- English Proficiency as exhibited by TOEFL 79, IELTS 6.5, PTEA 54, or C grade or better in equivalent course to ENC1101
- Math Proficiency as exhibited by C grade or better in university-level math course
- No SAT or ACT score is required
- No high-school credential is required
- Transfer of courses to USF from KAC is based on course mapping (articulation tables) in following table for KAC.

2. KAC to USF Course Mapping (i.e., Articulation Table)

Karachi American College			University of South Florida		
Prefix	#	Title	Prefix	#	Title
MAT	1034	Calculus 1	MAC	2311	Calculus I
MAT	1054	Calculus 2	MAC	2312	Calculus II
ENG	1034	English Composition 1	ENC	1101	Composition I
ENG	1054	English Composition 2	LIT	2999	Special Topics in Literature
PSY	1024	Psychology	PSY	2012	Intro to Psych Science
MAT	1074	Statistics 1	QMB	2100	Business and Economic Statistics I
MAT	1094	Statistics 2	QMB	2999	Statistics 2
ECO	1034	Microeconomics	ECO	2023	Economics Princ (Micro)
ECO	1054	Macroeconomics	ECO	2013	Economics Princ (Macro)
ART	1024	Art History	ARH	2999	Art History
ENG	2074	Speech and Comms	SPC	2608	Public Speaking
COM	2034	Comp Apps for Bus	CGS	2100	Computers in Business
BUS	2034	Intro to Bus Man & Lead	MAN	2999	Intro to Bus Man & Lead
BUS	2054	Business Ethics	PHI	2631	Ethics and Business
ACC	2034	Principles of Accounting 1	ACG	2001	Principles of Accounting 1
ACC	2054	Principles of Accounting 2	ACG	ACG	Special Topics in Accounting
ACC	2034 and 2054	Principles of Accounting 1 & 2	ACG	2021	Principles of Financial Accounting
BUS	2074	Marketing	MAR	2999	Marketing
MAT	2114	Data Analysis	STA	2999	Special Topics in Statistics
ENG	2094	Creative Writing	CRW	2100	Creative Writing

3. Sample Conditional Letter of Acceptance

<Date>

Karachi American College
Conditional Admit Letter

Dear <Firstname> <Lastname>,

Congratulations on your admission into the Karachi American College! We're pleased to hear about your interest in transferring to USF upon completion.

To be admitted as a transfer student under our Karachi American College agreement, you must:

1. Be enrolled at Karachi American College.
2. Earn at least a 2.5 cumulative grade point average across all college-level credits. The University reserves the right to reconsider any application with final letter grades below C. Some programs have higher entry requirements or require specific prerequisite courses before you can be admitted to the degree program. The most up to date information on these requirements can be found on our website here:
<http://www.usf.edu/admissions/international/transfer/requirements-deadlines/admission-requirements.aspx>
3. Submit a formal transfer application including online application and fee, all official transcripts from previous institutions, and a copy of this Conditional Admissions letter.
4. Demonstrate English proficiency by:
 - o Successfully completing a college-level English writing course, earning a C or better,
 - o Submitting official TOEFL score of 79 or above on the Internet-based test, or
 - o Submitting an official IELTS band score of 6.5 or above.

Once the Office of International Admissions at USF has received and reviewed your application, you will receive a formal admissions letter welcoming you as a transfer student.

If you have questions, please contact our office at the phone or email noted below.

<First>, congratulations again on your conditional admission to USF! You have much to contribute to USF's campus community, and we pledge to challenge and support you as you pursue your academic and personal goals here at the University of South Florida.

Best,



Sean Gilmore
Director, Office of International Admissions
University of South Florida