

**Memorandum of Understanding
Between
Business Industrial Resources DBA BIR Training Center
And
Los Angeles ORT College**

This Memorandum of Understanding (MOU), dated as of April 25, 2017 (the “effective date”), is by and between Business Industrial Resources DBA BIR Training Center (“BIR”), and Los Angeles ORT College (“LA ORT”), collectively, “the parties.”

Purpose

The purpose of this MOU is to establish an agreement between BIR and LA ORT for completers of University Test Preparation program offered by BIR English Language Institute to meet English language proficiency admission requirements in lieu of TOEFL, IELTS, and similar and to provide visibility of LA ORT’s academic program offerings to BIR Training Center students who might wish to continue their education after finishing their studies at BIR.

BIR Training Center’s Profile and Accreditation

BIR Training Center (<http://www.birtraining.edu>) is headquartered at 3601 West Devon Avenue, Chicago, IL 60659 and is accredited by the Accrediting Council for Independent Colleges and Schools. BIR Training Center is certified by the Student and Exchange Visitor Program (SEVP).

LA ORT’s Profile and Accreditation

Los Angeles ORT College (<http://www.LAORT.edu>) is headquartered at 6435 Wilshire Blvd., Los Angeles, CA 90048 and is accredited by the Accrediting Commission for Continuing Education & Training. Los Angeles ORT College is certified by the Student and Exchange Visitor Program (SEVP).

English Language Proficiency Requirement

This MOU allows individuals who have successfully completed the certificate requirements of the BIR English Language Institute’s English Language Test Preparation program to use documentation of such to meet LA ORT’s English language proficiency requirement. This MOU recognizes that successful completion of course/program offerings at the appropriate level and GPAs as indicated below satisfies the LA ORT’s English language proficiency requirement for admission to its Associate of Applied Science degree programs.

Any courses transferred to BIR from other institutions are not counted into BIR GPA..Eligibility of course transfer is subject to BIR academic policy.

BIR Training Center	University Test Preparation*
	ELP 049 Gateway to Standardized Testing ELP 050 Academic Preparation Listening and Speaking ELP 051 Academic Preparation Reading ELP 052 Academic Writing ELP 053 IELTS Testing Practice ELP 054 TOEFL iBT® Testing Practice
Min. BIR GPA Requirements	2.0 out of 4.0

* 2016-2017 School Year

LA ORT reserves the right to deny admission to a student if such student cannot meet LA ORT's requirements for admission, as amended from time to time.

Waiver of Application Fees

LA ORT will waive the application fee for eligible individuals admitted in connection with this MOU.

Referrals

LA ORT will refer students and prospects needing to improve their language skills to BIR English Language Institute for English language learning.

Outreach

Parties may participate in joint outreach events and other marketing events in and outside of the United States.

Scholarship

LA ORT will apply 20% of the published program tuition in form of scholarship to BIR students with GPA 2.5 (out of 4) or higher. This scholarship may not be used in combination with any other institutional scholarships that LA ORT offers.

Issuing I-20 Form and Conditional Letter of Acceptance

International applicants must have satisfied all admission requirements, including documentation that they have satisfied the English language proficiency requirement, before being admitted to LA ORT. International LA ORT applicants who require an I-20 Form must have been accepted into their SEVP-certified language school and submitted all applicable admissions documents before LA ORT can issue a conditional letter of acceptance. The SEVP-certified language school must provide LA ORT documentation demonstrating the applicant has successfully completed the English language test preparation program per terms above. Once this has been received, LA ORT may issue an I-20 Form for the applicant.

This MOU is made explicitly subject to the terms of LA ORT's admissions requirements and academic policies. In the event of any conflict between or among the documents mentioned in this MOU, the terms of LA ORT's admissions requirements and academic policy shall prevail.

If student is admitted to LA ORT and that student does not meet English language proficiency requirements, the student will be referred to BIR English Language Institute for English language training or LA ORT prepares the student to meet its the admission requirements. LA ORT will transfer student SEVIS record to BIR, in case student needs additional language training by BIR.

Promotion

BIR Training Center agrees to provide information and promote the educational opportunities available at LA ORT among its student population. This includes opportunities for representatives of LA ORT, or LA ORT's approved agents, to visit BIR Training Center's locations and disseminate information. Additionally, links to the LA ORT website may be used on BIR Training Center's web pages and links to BIR website may be used on LA ORT 's web pages.

Grants of License by Parties

(i) "Licensed Marks" shall mean parties' marks identified in Appendix A to this MOU, as may be amended by written agreement of the parties from time to time.

(ii) "Territory" shall mean the United States of America.

(iii) Each Party hereby grants a limited, non-transferable, non-exclusive right and license to use its Licensed Marks during the term of this MOU solely for promotion of educational opportunities and programs as contemplated by this MOU in the United States and Internationally.

(iv) Upon termination or expiration of this MOU or this Grant of License Parties shall discontinue all use of Licensed Marks and discard, destroy, or delete any printed and electronic materials containing Licensed Marks.

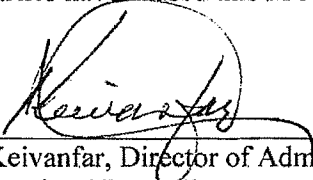
Changes to MOU and Termination

The parties agree that the terms of this MOU may be modified from time to time by further written agreement by both parties. The term of this MOU begins on the effective date and will continue until April 24, 2022. Either party has the right to terminate this MOU with or without cause on thirty (30) days advance written notice to the other party.

Governing Law

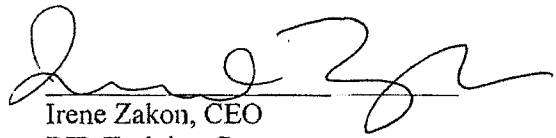
This MOU shall be interpreted in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions. Any action brought pursuant to or in connection with this MOU shall be brought only in the state or federal courts within the State of Illinois.

The parties have caused this MOU to be executed by duly authorized officers as of the effective date.



Fred Keivanfar, Director of Admissions
Los Angeles ORT College
6435 Wilshire Blvd.
Los Angeles, CA 90048

Date: 4/24/2017



Irene Zakon, CEO
BIR Training Center
3601 West Devon Avenue 310
Chicago, IL 60659

Date: 4/24/2017

APPENDIX A
Licensed Marks

