

**ARTICULATION AGREEMENT /
MEMORANDUM OF UNDERSTANDING**

Between

**NOVA SOUTHEASTERN UNIVERSITY, INC.
AND
HILLSBOROUGH COMMUNITY COLLEGE**

This Articulation Agreement/Memorandum of Understanding ("MOU") is entered into this 15th day, January, 2018 between Nova Southeastern University, Inc. ("NSU"), on behalf of its H. Wayne Huizenga College of Business and Entrepreneurship (the "Huizenga College"), and Hillsborough Community College, a public body corporate of the State of Florida (the "College") who wish to collaborate with each other so that NSU will provide accessible bachelor's or master's business education opportunities to College alumni who have been awarded with a College Associate's or Bachelor's degree in any discipline ("Associate's or Bachelor's degree"), and also to full-time College faculty and staff (such alumni, faculty and staff being sometimes collectively referred to herein as the "MOU students" or individually as a "MOU student"), in accordance with the terms and conditions contained in this Memorandum of Understanding (the "MOU").

Tuition and Applicable Programs

Subject to the limitations contained herein, the Huizenga College will offer to MOU students a tuition reduction of twenty percent (20%). For the 2017/2018 academic year, the tuition reduction for master's courses will be \$168.00 per credit hour (calculated by taking 20% of the ground rate per credit hour of \$840 as stated in the Huizenga College catalog). For the 2017/2018 academic year, the tuition reduction for bachelor's courses will be \$193.20 per credit hour. **For a full list of bachelor's, master's programs and graduate certificates, visit www.huizenga.nova.edu**

Huizenga College tuition rates are subject to change each July 1, and the tuition reduction will be calculated based on the new ground course tuition rate per credit hour at the time.

Tuition Reduction Limitations

This tuition reduction will be honored only for thirty six (36) consecutive months commencing the month of a MOU student's first enrollment. College faculty and staff who leave the College for any reason after they enroll in a Huizenga College program pursuant to this MOU, will receive the tuition reduction only for the balance of the academic term for which they are enrolled at the time they leave.

Tuition reduction shall not apply to those College students, alumni, faculty and staff who are currently enrolled with the Huizenga College on the effective date of this MOU.

Admission and Academics

MOU students will be admitted into the master's programs under this MOU provided they have earned the required Huizenga College minimum cumulative undergraduate GPA, which currently is 2.5, and have complied with and satisfied all other NSU and Huizenga College admission requirements as delineated in the Huizenga College course catalog. Admission to bachelor's programs may be considered for those with a GPA of 3.0 or higher from the associate's degree and an SAT score of 1,000. NSU and the Huizenga College shall have sole control over all academic matters concerning the bachelor's and master's programs that are the subject of this MOU. MOU students who are admitted to the Huizenga College programs pursuant to this MOU shall be subject to all applicable NSU and Huizenga College policies, procedures, rules and regulations.

Presently, the Huizenga College requires that all its students enrolled in master's programs have successfully completed appropriate undergraduate prerequisite courses in various business subjects. **A detailed listing of prerequisite course requirements is contained in the Huizenga College catalog at www.huizenga.nova.edu.** The College acknowledges that the Huizenga College may change its curriculum in both the bachelor's and master's programs, and consequently a curriculum change may necessitate, among other things, altered or new prerequisite course requirements with respect to the bachelor's and master's programs that are the subject of this MOU, as determined by NSU in its sole discretion. The Huizenga College shall provide to the College written notice of any such curriculum and prerequisite course requirement changes.

Upon the execution of this MOU, the Huizenga College will prepare a flyer or other document for the College to provide to its faculty, staff, and alumni who are eligible for the tuition reduction under this MOU, describing the prerequisite course requirements, including courses taken at the College that presently comply with such prerequisite requirements.

College Responsibilities

In consideration of the tuition reduction offered by the Huizenga College herein, College will (i) facilitate promotion of the collaboration evidenced in this MOU by (a) making available to potential MOU students flyers and other promotional material furnished by the Huizenga College and reasonably acceptable to the College, and (b) allowing Huizenga College recruitment personnel to meet with College academic advisors to inform them about the collaboration pursuant to this MOU, and (ii) allow Huizenga College recruitment personnel (a) to attend Associate's and Bachelor's—meetings or other Associate's and Bachelor's functions to speak to faculty, students, and alumni about the Huizenga College and its offerings, and (b) to speak to College academic advisors and provide them with material about the Huizenga College and its offerings.

Recruitment

NSU may participate in recruitment efforts with the College. NSU is required to coordinate its recruiting efforts with the College's Student Services/Success-Career Development Office and shall comply with such procedures set for by the Student Success, Career Development Office. Additionally, NSU shall only direct its recruiting efforts for those programs

designated in this MOU with the College. Should NSU not comply with this provision NSU shall be in breach and the College may immediately terminate this MOU.

Data Analysis and Information

NSU will provide a College designee an annual transfer report on student participants to included collective data on retention, average GPA, and graduation status. It is the responsibility of the College's Student Services Success-Career Development Office to request such data annually.

Term and Termination

Unless earlier terminated as provided for below, this MOU shall be in force and effect starting with the 2017-2018 academic year of the Huizenga College.

Either party may terminate this MOU, with or without cause, with thirty (30) days prior written notice of termination to the other party. Upon any such termination, enrolled MOU students who are entitled to the tuition reduction shall, subject to the limitations contained in this MOU, continue to receive the tuition reduction.

Press Announcements

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning this MOU or any of its provisions.

Use of Names, Logos, and Trademarks

No party may use the name, logos, or trademarks of the other party, or any version, abbreviation, or representation of them, in any written materials (including, without limitation, those relating to advertising and publicity) relating to this MOU, without the prior written consent of the other party. The foregoing limitation shall not apply to general information about the Huizenga College and its offerings that is provided to academic advisors pursuant to item (ii) (b) under the section entitled "College Responsibilities".

Third Party Beneficiaries

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU.

Entire Agreement and Modification

This MOU contains the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior and contemporaneous agreements, discussions, and representations, whether written or oral. This MOU may only be altered, amended or modified by a written instrument duly executed by the parties.

Assignment

Neither party may assign its interest in this MOU or any of its rights or obligations herein without the prior written consent of the other party.

Law Governing, Jurisdiction, and Venue

This MOU shall be governed by and construed in accordance with the laws of the state of Florida. With respect to any action instituted by a party relating to this MOU, the parties accept the exclusive jurisdiction of the courts of the state of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

Waiver

A waiver by either party of a breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach of the same provision or the breach of any other provision. Any waiver must be evidenced by a written instrument executed by the waiving party.

Successors

This MOU shall be binding upon and shall inure the benefit of the parties and their successors and permitted assigns.

Notices

All notices required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (i) upon personal delivery with a written receipt obtained, (ii) upon receipt, refusal of receipt or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, (iii) upon the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express), or (iv) upon email transmission with receipt confirmed by the recipient to the sender by return email, at the following addresses:

If to College:

Hillsborough Community College

District Administrative Offices

39 Columbia Dr.

Tampa, Florida 33606

Attn: Dr. Brian Mann, Director, Associate in Science Programs

If to NSU and the Huizenga College

Nova Southeastern University

H. Wayne Huizenga College of Business and Entrepreneurship

3301 College Avenue

Davie, FL 33314

Att: Steven Harvey, Assistant Dean

Email Address: Harvey@nova.edu

Each party may change the address at which notices are given by providing notice of the change pursuant to this section.

Political Subdivision

The parties hereto acknowledge and agree that College is a political subdivision of the State of Florida. As such College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Federal, Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge the performance under this agreement is subject to the limitations and provisions of Section 768.28, Florida Statutes (the limitation and provisions of which are not waived, altered, or expanded by anything herein). Nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the Institution beyond the waiver provided in Section 768.28, Florida Statutes.

Public Access to Records

Both parties acknowledge and agree that as a political subdivision of the State of Florida, College is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes relating to the generation, maintenance and provision of all public records relating to this Agreement.

(Signatures on the following page)

The parties have executed this MOU on the dates set forth below.

Nova Southeastern University, Inc.

By: 

Dr. J. Preston Jones, Dean of the H. Wayne

Huizenga College of Business and Entrepreneurship

Date: 1/11/2018

Hillsborough Community College

By: 

Ms. Dipa Shah

Chair, District Board of Trustees

Date: _____

ATTEST:

By: 

Dr. Ken Atwater

President

Date: 1/5/18

Approved as to Form and Legality:

By: 

College Attorney