ARTICULATION AGREEMENT
BETWEEN
THE UNIVERSITY OF MIAMI
AND
THE DISTRICT BOARD OF TRUSTEES OF MIAMI-DADE COLLEGE, FLORIDA

This articulation agreement ("Agreement") is entered as of the last date of execution below ("Effective Date") between The District Board of Trustees of Miami Dade College, Florida ("MDC") located at 300 N.E. 2nd Avenue, Miami, Florida 33132, on behalf of the School of Engineering and Technology (ENTEC), and the University of Miami, on behalf of the College of Arts and Sciences ("UM"), located at 1300 Campo Sano, Coral Gables, Florida 33124 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, MDC and UM are accredited by the Commission on Colleges of the Southern Association for Colleges and Schools; and

WHEREAS, MDC offers an undergraduate program leading to a Bachelor of Science in Data Analytics degree and does not offer a graduate degree program in Data Science; and

WHEREAS, UM offers a graduate program leading to a Master of Science in Data Science degree; and

WHEREAS, MDC and UM desire to provide opportunities to MDC graduates having a Bachelor of Science in Data Analytics degree to complete a Master of Science in Data Science degree at UM pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term.

This Agreement will begin on the Effective Date and continue for a period of ten (10) years ending May 31, 2031 unless terminated pursuant to Section 5(B) herein (the "Term"). In order for the term of this Agreement to coincide with the UM academic year, the first year will extend from the Effective Date through May 31, 2021. Subsequent years shall be from June 1st to May 31st. Beginning in fall 2021, the parties agree to revisit the Agreement once a year for the first two years, and every other year through 2031.

2. Objective.

This Agreement establishes a "4 + 1" Bachelor to Master's Transfer Program ("Transfer Program") in which students graduating from the Bachelor of Science (BS) in Data Analytics program at MDC will, upon meeting all minimum requirements listed in Section II, become eligible for admission into the Master of Science (MS) in Data Science at UM. MDC graduates entering the Transfer Program under the terms of this Agreement will have the opportunity to succesfully complete the requisite 30 graduate level credits and earn the MS degree in one calendar year, to include summer sessions, if enrolled full time.

Through this Agreement and based on availability, UM may offer a waiver of up to 50% of the prevailing tuition set by UM for the 30 credit graduate program to qualifying MDC graduates who are admitted to the MS in Data Science prior to the tuition waiver deadlines, meet the criteria outlined in Section 3 and all University requirements.

3. Criteria.

The minimum requirements to be satisfied by students participating in each Transfer Program are detailed in this section. Compliance with these minimum requirements does not guarantee admission to UM's Master of Science in Data Science program.

A. Transfer Program requirements are:
1. complete the BS in Data Analytics at MDC with a cumulative 3.25 GPA or higher;
2. submit a personal statement of intent detailing reasons for pursuing the degree;
3. provide 3 letters of recommendation; and
4. pay the non-refundable application fee as determined year to year.

B. UM does not make any guarantees as to the availability or offering of any particular course in any given academic year or semester as such determinations are made by UM in its sole and absolute discretion. In such cases where a particular course in not available for entering students, a program advisor will assist the student with matriculation and registration.

C. UM retains the ultimate and sole authority to determine acceptance of any and all students applying to Master of Science (MS) in Data Science Program pursuant to the "4 + 1" Bachelor to Master's Transfer Program set forth by this Agreement.

4. Collaboration and Coordination

A. During the period of this Agreement, MDC will:
a. identify MDC students interested in the Transfer Program during the third year of its bachelor programs; and
b. ensure students meet all requirements for consideration for admittance by UM to UM's Master of Science in Data Science program.

B. During the period of this Agreement, both Parties will:
a. have the option to list the programs in appropriate institutional publications;
b. exchange regularly updated copies of their general catalogs and any other publications which may be helpful in advising students;
c. provide timely information about significant changes in the program provisions and curriculum requirements that relate to the preparation of participating students; and
d. share other information as appropriate and as permitted by law to monitor and assure the academic success of participating students.

5. Additional Terms.

A. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes any prior understandings between the Parties. Any modification to this Agreement must be made in writing and executed by both Parties.

B. This Agreement may be terminated by either Party without cause upon at least thirty (30) days prior written notice to the other Party. It is understood and agreed that any student who has begun the process of applying to UM through the Agreement will be allowed to complete the program notwithstanding the termination provisions above, so long as the student (a) has already applied to the program, (b) has already been accepted to the program, or (c) is in the

program and in good academic standing and is making measured progress towards completion of a degree program. If this Agreement is terminated by either Party, such termination will not affect the status of students currently in good standing at UM.

C. 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 agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

D. Subject to the provisions and limitations of Section 768.28, Florida Statutes, as may be amended, the Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage, to the extent it arises or is alleged to arise from the negligent acts or omissions of their respective officers, employees, or agents in the performance of their duties under this agreement.

E. Each Party shall comply with the applicable provisions of Chapter 119, Florida Statutes, as may be amended. All records provided by or to MDC pursuant to this Agreement are public records, unless exempt pursuant to the provisions of Chapter 119, Florida Statutes, as may be amended, or other applicable federal or state law.

F. Each Party is an independent contractor, and neither Party's employees, contractors, agents, or other representatives shall be considered the other Party's employees, contractors, agents or representatives.

G. This Agreement is governed by the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

H. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and which may be executed or delivered by electronic means.

I. All notices shall be in writing and delivered by registered or certified mail, return receipt requested, to the following:

MDC	**UM**
Julie Alexander, Ed.D.	Jeffrey Duerk, Ph.D.
Vice Provost for Academic Affairs	Executive Vice President and Provost
Miami Dade College	University of Miami
300 N.E. 2nd Avenue	1252 Memorial Drive, Ashe 240
Miami, FL 33132	Coral Gables, FL 33146
with a copy to:	with a copy to:
Javier A. Ley-Soto, Esq.	Office of the General Counsel
General Counsel	University of Miami
Miami Dade College	1320 South Dixie Highway
Office of Legal Affairs	Suite 1250
300 N.E. 2nd Avenue, Room 1453	Coral Gables, FL 33146
Miami, FL 33132	

IN WITNESS HEREOF, This Articulation Agreement between The District Board of Trustees of Miami Dade College, Florida and The University of Miami, on behalf of its College of Arts and Sciences, was executed by the duly authorized representatives of the Parties.

Authorized Signatures

UNIVERSITY OF MIAMI

THE DISTRICT BOARD OF TRUSTEES MIAMI DADE COLLEGE, FLORIDA

Jeffrey L. Duerk Date
Jeffrey Duerk, Ph.D.
Executive Vice President and Provost
University of Miami

Julie Alexander 04/20/21
Julie Alexander (Apr 20, 2021 10:20 EDT)

Julie Alexander, Ed.D. Date
Vice Provost for Academic Affairs

Approved as to form and legal sufficiency:

Leon Saunders 04/20/21
Leon Saunders (Apr 20, 2021 10:20 EDT)

L. Christopher Saunders, Esq. Date
Assistant General Counsel

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UM - MDC Data Analytics Articulation Agreement Final

Final Audit Report 2021-04-20

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