

## ARTICULATION AGREEMENT

BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

AND

NOVA SOUTHEASTERN UNIVERSITY, INC.

This Articulation Agreement (the “Agreement”) is made by and between The **District Board of Trustees of Broward College, Florida** (“BC”), located at 3501 Davie Road, Davie, FL 33314 on behalf of the **School of Information Technology** and **Nova Southeastern University, Inc.** (“NSU”) on behalf of its **College of Computing and Engineering** (“CCE”), located at 3300 S. University Drive, Fort Lauderdale, FL, 33328-2004. Collectively, both BC and NSU shall be referred to as the “Parties.”

### WITNESSETH:

**WHEREAS**, Both BC and NSU are accredited by the Southern Association for Colleges and Schools (SACS); and

**WHEREAS**, BC offers an undergraduate program leading to a Bachelor of Science degree in Information Technology or Technology Management and does not offer a graduate degree program; and

**WHEREAS**, NSU offers a distance learning educational program leading to one of five Master of Science (M.S.) degrees in Cybersecurity Management, Data Analytics, Information Systems, Information Technology, and Technology Management, that is delivered entirely online; and

**WHEREAS**, NSU and BC desire to provide opportunities for BC graduates having a Bachelor of Science (B.S.) degree to complete one of the five M.S. computing degrees listed above at NSU pursuant to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Program Overview.** The NSU M.S. Programs are presented through distance online format and require no on-campus time. Under this Agreement, eligible BC students will have the opportunity to advance their education and earn a M.S. degree at NSU’s CCE and have the benefit of a tuition discount. Once admitted to NSU, the BC graduates shall comply with all NSU policies applicable to NSU students and applicable catalogue policies.
3. **Award upon Completion.** NSU will award the M.S degree upon the student’s successful completion of all M.S. graduation requirements.



4. **Application.** Interested BC students shall complete and submit an application for admission to one of the five M.S. degree programs listed above. All applicants must have a B.S. in Information Technology, Technology Management or any IT BAS related degree from BC prior to full admission to the NSU's CCE degree program. All applicants must meet the NSU published admission and catalogue requirements for CCE's master's Programs.
5. **Curriculum for the NSU M.S. Programs.** Students at BC admitted to one of the 5 listed M.S. Programs under this Agreement must complete 30 credits of required courses at NSU for award of the M.S. degree. \*NSU specifically reserves the right to change the courses required for the M.S. degrees.
6. **Specific Admission Requirements.** All BC students and graduates applying to the M.S. in Program must do all the following:
  - Complete an NSU M.S. Program application and pay the current application fee, presently \$50. With proof of being a Broward College alum, an application fee waiver code can be provided upon request.
  - Provide evidence of a minimum cumulative grade point average (GPA) of 3.0 or higher on a 4.0 scale
  - Provide official college, certificate and/or diploma-based transcripts from all undergraduate institutions attended and arrange for them to be sent directly from the institutions to NSU.

\*NSU specifically reserves the right to alter, change or modify these admissions requirements.
7. **Tuition.** In connection with this Agreement BC graduates enrolled in the M.S. in Program will be entitled to a 10% discount of tuition, computed on the prevailing tuition rate as set forth by NSU for the current academic year. The discount does not apply to course materials, textbooks, university items, or student service or other college or program fees.

## 8. Program Contact Information

For BC:

Samar Swaid, PhD  
Dean of IT and Engineering  
Broward College  
1000 Coconut Creek Blvd.  
Coconut Creek, FL 33066  
[sswaid@broward.edu](mailto:sswaid@broward.edu)

For NSU:

Meline Kevorkian, Ed.D  
Associate Provost and Dean for the College of Computing and Engineering  
Nova Southeastern University  
3300 S. University Drive  
Fort Lauderdale, FL 33328-2004  
954-262-7578



[melinek@nova.edu](mailto:melinek@nova.edu)

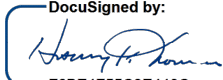
9. **Authority and Oversight.** Subject to the terms of this Agreement, NSU will have oversight of and authority over all matters related to the graduate degree completion.
10. **Program Advertising.** BC agrees to inform its faculty and students about NSU's M.S. in Cybersecurity Management Program, and the tuition discount provided herein. BC shall use documents and information as provided to it by NSU in publishing the program. Further, BC will permit NSU faculty and representatives to appear in-person or virtually to provide information about the program and the tuition discount to the BC students and faculty. NSU's College of Computing and Engineering will provide aggregate student performance data to BC upon request annually.
11. **Independent Contractors.** Each party's relationship with the other is and shall be that of an independent contractor, and no partnership, joint venture, co-venture, employer/employee, principal/agent, business associate or other similar relationship is created, or intended to be created, hereby. Neither Party is nor shall be the agent or employee of the other, and neither party has authority to act on behalf of or bind the other in any matter except to the extent expressly agreed upon in writing. With respect to this Agreement, each party shall be liable for its own acts or omissions, and those of its agents and employees.
12. **Term.** The initial term of this Agreement shall be one year commencing on August 1, 2023. Thereafter, this Agreement shall renew for one (1) year terms unless terminated as provided for herein.
13. **Termination.** Either party may terminate this Agreement without cause upon providing six (6) months prior written notice to the other party. If either party is in breach of any material term under this Agreement and fails to cure the same within thirty (30) days of receipt of written notice specifying the breach, then the non-breaching party may terminate this Agreement immediately by written notice to the breaching party.
14. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of law principles. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Broward County, Florida.
15. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a written receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), or (iv) by email with confirmation of receipt sent by the recipient to the sender by return email, at the addresses set forth in Section 8 herein, or to such other address that a party provides pursuant to this Section. All notices to Client shall be sent to the attention of the Provost and EVP for Academic Affairs.
16. **Indemnification.** 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




grossly negligent acts or omissions of their respective officers, employees, or agents in the performance of their duties under this agreement.

17. **Public Records Law.** Each party shall comply with the applicable provisions of Chapter 119, Florida Statutes, as may be amended. All records provided by or to BC 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.
18. **Interpretation.** With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.
19. **Counterparts and Signatures of the Parties.** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. Scanned, photocopied, facsimile, and electronic (e.g., DocuSign) signatures shall be deemed original signatures.
20. **Authority to Bind.** The undersigned individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the respective parties.

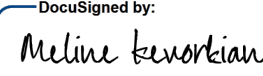
#### NOVA SOUTHEASTERN UNIVERSITY, INC.

By:   
DocuSigned by:  
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 Harry K. Moon, M.D.  
 Executive Vice President  
 & Chief Operating Officer

Date: Aug 10, 2023

By:   
DocuSigned by:  
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 Ronald J. Chenail, Ph.D.  
 Provost & Executive Vice  
 President for Academic Affairs

Date: Aug 10, 2023

By:   
DocuSigned by:  
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 Meline Kevorkian, Ed.D.  
 Associate Provost and Dean  
 of the College of Computing  
 and Engineering

Date: Aug 10, 2023

**Approved as to Legal Form**

DocuSigned by:  
Michael Bogumill  
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#### DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By: Barbara J. Bryan Ph.D.

Date: February 16 2024

Dr. Barbara J. Bryan  
 President, Broward  
 College

