

**ARTICULATION AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
AND
NOVA SOUTHEASTERN UNIVERSITY, INC.,
on behalf of its
DR. KIRAN C. PATEL COLLEGE OF ALLOPATHIC MEDICINE**

THIS ARTICULATION AGREEMENT (“Agreement”) is hereby made and entered into on **this 21st day of October 2021**, between the **District Board of Trustees of Broward College, Florida** (“BC”) and **Nova Southeastern University, Inc.** on behalf of its **Dr. Kiran C. Patel College of Allopathic Medicine** (“NSU”). This Agreement shall apply only to BC student admissions into NSU’s Master of Biomedical Sciences Program (“NSU M.B.S. Program”).

WITNESSETH

The purpose of this Agreement is to facilitate the admission of BC students into the NSU M.B.S. Program under the following understandings:

- BC and NSU are both accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACS COC”).
- Students who complete a Pre-Health Professional Studies Certificate Program (“PHPS Certificate Program”) from BC with a minimum GPA of 3.30 on a 4.0 scale and successfully complete or are in progress of completing all admission requirements and complete all application procedures will be offered expedited review for admission to the NSU M.B.S. Program.
- BC students who complete the BC PHPS Certificate Program may be required to complete additional courses, based upon NSU’s required courses and academic assessment of the student’s transcripts, in order to satisfy the prerequisites of the NSU M.B.S. Program. Prerequisites must be completed prior to commencement of the program. NSU reserves the right to change any prerequisites in its sole discretion.
- Applicants must confirm that they are enrolled in or have successfully completed the PHPS Program at BC in their application to the NSU M.B.S. Program in order to receive expedited admission review.

I. ELIGIBILITY REQUIREMENTS

- A. Students must comply with current guidelines for admission, see Exhibit B for the 2020/2021 guidelines, which are subject to change at the discretion of NSU.
- B. Students must successfully complete the PHPS Certificate Program from BC with a minimum GPA of 3.30 on a 4.0 point scale to be eligible for admission under this Agreement.
- C. Students must complete all courses in the PHPS Certificate Program from BC with minimum grade of a C.
- D. Students must meet all NSU M.B.S. Program admission requirements as set forth in the current [NSU Health Professions Division Catalog](#).

II. CREDIT TRANSFERABILITY

- A. The transfer of any course credits accumulated from other institutions for acceptance in the NSU M.B.S. Program is in NSU’s sole and absolute discretion. NSU will evaluate all coursework and test credits from regionally accredited institutions for consideration into the NSU M.B.S. Program; it being understood that acceptance and application of any such credits



is in NSU's sole and absolute discretion.

- B. Credits for courses taken will not be applied as credits towards NSU program requirements if those credits were used in the awarding of another credential (certificate or degree). Additionally, a maximum of 12 credits may be transferred and accepted towards the NSU master/specialist degree program.
- C. The students will be responsible for making all arrangements and payments to have their official transcripts of all courses timely sent to NSU to be received by the application deadline.

III. COORDINATION

- A. BC will allow NSU representatives to conduct on-campus visits or virtual information sessions in accordance with BC policy to provide information about the NSU M.B.S. Program offered under this Agreement to BC students, alumni, faculty, and staff.
- B. A scheduled meeting will take place every semester in which NSU admissions staff will provide an admissions training to BC advisors.
- C. Representatives of NSU's Master of Biomedical Sciences Department and BC's Science and Wellness Department will provide information about the arrangement for entry into the NSU M.B.S. Program in connection with this Agreement to BC students, alumni, faculty, and staff. Neither party may use the other's name or logo (mark) in any descriptive or promotional literature, materials, webpages, or communication of any kind without the other's prior written approval. This does not prohibit either party from informing prospective students about the existence and nature of the program subject to this Agreement.
- D. NSU will provide BC with links to designated landing pages on the NSU website. All content on the NSU website is the property of NSU. All modifications, additions, or deletions to the links or desired by BC must be reviewed and approved in writing by NSU. Likewise, all NSU produced information about BC shall require prior written approval from BC.
- E. In any joint promotions, BC will be identified as the provider of the PHPS Certificate Program, and NSU will be identified as the provider of the Master of Biomedical Science ("M.B.S."). degree.
- F. Both institutions will notify each other promptly in writing of any curricular changes that would impact admission of BC students into the NSU M.B.S. Program pursuant to this Agreement, and they will exchange any other information each believes may be helpful to assure the academic success of participating students.
- G. BC will reasonably cooperate with NSU's efforts to reach out to and provide advice and support to BC students who may be interested in exploring or pursuing a career in medicine or other health professions, including the NSU M.B.S. Program.

IV. TUITION AND FEES

- A. Students are required to pay all applicable tuition and fees related to the NSU M.B.S. Program directly to NSU.
- B. Tuition and fees are subject to change by NSU, in its sole discretion.
- C. Financial aid is available for eligible students.

V. TERM AND TERMINATION

This Agreement shall commence on **November 1, 2021 and expire on October 31, 2022**. This Agreement will renew for five (5) consecutive one (1) year terms, unless terminated as provided for herein. Either party may terminate at any time with ninety (90) days prior written notice to the other. This Agreement may be immediately terminated with notice to the other for any adverse change in accreditation status. Termination of this Agreement will not affect students who have been accepted into

NSU's M.B.S. Program.

VI. NOTICES AND CONTACT INFORMATION

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) if by email with confirmation of receipt sent by the recipient to the sender by return email, at the below addresses, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.

Broward College
Nicole Vaughan, Ph.D.
Interim Dean, Science & Wellness

7200 Pines Blvd.
Pembroke Pines, FL 33024
(954) 201-4301

Email: nvaughan@broward.edu
Copy to: legalservices@broward.edu

Nova Southeastern University, Inc.
Johannes W. Vieweg, M.D.
Dean, Dr. Kiran C. Patel College
of Allopathic Medicine

3200 South University Drive
Fort Lauderdale, FL 33328-2018
(954) 262-1500

jvieweg@nova.edu
mdb@nova.edu

VII. MODIFICATION FOR CHANGE IN LAW

To the extent that any law, rule, regulation or standard of any authority (including other relevant accrediting agency) shall raise a question as to the legality, enforceability or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly and in good faith regarding modification as may be required to bring this Agreement into compliance with such applicable law, rule, regulation or accreditation standard. Should the parties be unable to agree upon such modification within a reasonable period of time, not to exceed thirty (30) days from the date any party shall give notice to the other of such change in law, rule, regulation or standard, this Agreement shall be deemed terminated.

VIII. MISCELLANEOUS

Confidentiality. Each party agrees not to disclose the other party's confidential information to any person other than employees or students who have a need to know the information in order to perform their obligations under this Agreement to the extent permitted under Florida's Public Records Laws, Chapter 119, Florida Statutes.

Independent Contractor. The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer.

Sovereign Immunity. Each party shall be responsible for its own acts of negligence. Nothing herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party

shall be responsible for compliance with any public documents' request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorneys' fees for non-compliance with that law.

Assignment. Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other party.

Waiver. Failure by either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor of the right of that party to enforce each and every provision.

Severability. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

Entire Agreement. Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements, whether oral or in writing, regarding the covered subject matter.

Non-exclusivity. This Agreement is non-exclusive and the parties are free to enter into similar arrangements with other persons or entities.

Amendments. Any additional responsibilities, obligations or duties undertaken by either party in connection with the performance of this Agreement or alterations, modification of this Agreement shall be detailed in writing, must be signed by authorized representatives of both parties, and attached as an addendum to this Agreement.

Nondiscrimination. It is mutually agreed that no person shall be subject to unlawful discrimination in connection with the Program on the basis of race, color, religion, sex, sexual orientation, gender identity or gender expression, genetic information, national origin, age, veteran status, disability or any other legally protected characterization.

Compliance with Laws. Both parties will comply with all applicable federal, state and local laws in connection with performance of activities under this Agreement.

Interpretation. Neither party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to principles of choice of law. In any action to enforce any provision of this Agreement, the parties agree and consent to exclusive jurisdiction and venue in the state court located in Broward County, Florida.

Counterparts and Signatures. This Agreement may be executed in counterparts by facsimile or electronic signature or otherwise electronically transmitted, each of which shall be deemed an original and each counterpart together shall constitute one document.

Signatures on the Following Page

IN WITNESS WHEREOF, BC and NSU have adopted this Agreement and caused it to be executed by their respective chairmen, chief executive officers, or other authorized representatives.

NOVA SOUTHEASTERN UNIVERSITY, INC.

DocuSigned by:
By: *Harry K. Moon*
F6B8E4F55C9E440C...
Harry K. Moon, M.D.
Executive Vice President &
Chief Operating Officer

Date: December 10, 2021 | 2:49:58 PM EST

DocuSigned by:
By: *Johannes Vieweg*
BB374B554FD4460...
Johannes W. Vieweg, M.D.
Dean
Dr. Kiran C. Patel College of
Allopathic Medicine

Date: December 8, 2021 | 4:51:57 PM EST

DocuSigned by:
By: *Irving Rosenbaum*
50FEB07AF8B34C3...
Irving Rosenbaum, D.P.A., Ed.D.
Vice President of Operations, Health Professions Division

Date: December 10, 2021 | 11:21:55 AM EST

DocuSigned by:
By: *Ronald J. Chenail*
C3551AE6D367438...
Ronald J. Chenail, Ph.D.
Provost & Executive Vice President for Academic Affairs

Date: December 10, 2021 | 1:14:26 PM EST

APPROVED AS TO LEGAL FORM
DocuSigned by:
By: *Michael Bogumill*
8F00B2C6C0E486...
Michael Bogumill, Esq.
Associate Counsel, Office for Legal Affairs

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

DocuSigned by:
By: *Jeffrey Nasse*
CE71DBD3F9B8460...
Jeffrey Nasse
Provost & SVP Academic Affairs

Date: 1/26/2022



**EXHIBIT A: Pre-Health Professional Studies Certificate Program Admission
Requirements and Curriculum**

Admission to the PHPS Certificate Program will require the following:

1. Meet all requirements for admission into Broward College.
2. Students may enter the PHPS Certificate Program as a stand-alone goal or in addition to an A.A, A.S. or B.S. program goal.
3. Application.
4. Official transcripts from each university/college attended, and

Requirements for completion of the PHPS Certificate Program will require the following:

1. Students must complete all required and one elective course as shown in the PHPS Certificate Program curriculum requirements.
2. Students must complete at least 24 credit hours of the total credit hours required in the curriculum for the PHPS Certificate Program at BC.
3. Students must complete all courses in the PHPS Certificate Program with a minimum grade of C.
4. Students have a minimum cumulative GPA of 3.00 on a 4.00 scale to be awarded the PHPS Certificate.

Curriculum:**COURSES**

The following courses will be required for completion.

BC PHPS Certificate Curriculum

COURSE	TITLE	CREDIT HOURS
BSC2010	Introduction to Biology I	3
BSC2010L	Introduction to Biology I Laboratory	1
BSC2011	Introduction to Biology II	3
BSC2011L	Introduction to Biology II Laboratory	1
BSC2085	Human Anatomy and Physiology I	3
BSC2085L	Human Anatomy and Physiology I Laboratory	1
BSC2086	Human Anatomy and Physiology II	3
BSC2086L	Human Anatomy and Physiology II Laboratory	1
BCH3033	Biochemistry	3
CHM1045	General Chemistry I	3
CHM1045L	General Chemistry I Laboratory	1
CHM1046	General Chemistry II	3
CHM1046L	General Chemistry I Laboratory	1
CHM2210	Organic Chemistry I	3
CHM2210L	Organic Chemistry I Laboratory	1
CHM2211	Organic Chemistry II	3
CHM2211L	Organic Chemistry II Laboratory	1

PHY2053 or PHY2048	General Physics I or General Physics with Calculus I	3 or 4
PHY2053L or PHY2048L	General Physics I Laboratory or General Physics with Calculus I Laboratory	1
PHY2054 or PHY2049	General Physics II or General Physics with Calculus II	3 or 4
PHY2054L or PHY2049L	General Physics II Laboratory or General Physics with Calculus II Laboratory	1
STA2023 or MAC2233 or MAC2311	Statistics or Calculus for Business, Social and Life Sciences or Calculus and Analytical Geometry I	3 or 3 or 5
MCB2010 or PCB3023 or PCB3063 or ZOO4234	Microbiology or Molecular and Cellular Biology or Genetics or General Parasitology	3

TOTAL CREDITS: 49 – 53 semester hours

EXHIBIT B: Admission Requirements for NSU M.B.S. Program

Admission to the program requires the following:

1. Completion of online application.
2. Application fee of \$50.
3. Bachelor's degree from an accredited U.S. college or university, or international equivalent.
4. Official transcripts of all undergraduate, graduate, and professional coursework and, if applicable, official course by course evaluations of any foreign transcripts.
5. Complete a minimum of four semester hours with a minimum of a C in both Biology and Chemistry. Successful completion of Organic Chemistry I and II is recommended. Complete a minimum of three semester hours with a minimum of a C in English or Composition.
6. A minimum cumulative GPA of 2.5 on a 4.0 scale (Students who do not meet the minimum requirement of 3.30 out of a 4.0 scale for expedited admission review but meet the minimum program requirement of 2.5 may still apply through the general application process.).
7. Letters of recommendation
 - 1 letter of recommendation from a pre-professional advisory committee, OR
 - 2 letters of recommendation from previous instructors or supervisors who can testify to the student's characteristics, integrity, application, and aptitude in science (if an applicant has been employed for a considerable period of time, 2 letters of recommendation from employers may be substituted).
8. Note, graduate entrance exam scores, such as the GRE, are not required for admission.