

ARTICULATION AGREEMENT

between

REGIS COLLEGE

and

BRISTOL COMMUNITY COLLEGE

THIS ARTICULATION AGREEMENT (“Agreement”) is executed by and between Regis College, a not-for-profit education corporation organized and operating under the laws of the Commonwealth of Massachusetts, having its principal office located at 235 Wellesley Street, Weston, MA 02493 (hereafter “Regis College”); and Bristol Community College; an education corporation formed under the laws of the Commonwealth of Massachusetts; having its principal office located at 777 Elsbree Street, Fall River, MA 02720 (hereafter referred to as “Bristol Community College”).

RECITALS

WHEREAS, Regis College is a not-for-profit institution of higher education chartered by the Commonwealth of Massachusetts and accredited by the Commission on Higher Education of the New England Commission of Higher Education; and

WHEREAS, Bristol Community College is an institution of higher education accredited by the New England Commission of Higher Education and authorized to offer programs leading to an associate degree, and to confer the appropriate associate degree on students successfully completing such programs; and

WHEREAS, Regis College and Bristol Community College now seek to enter an agreement outlining the general terms for allowing Bristol Community College students to apply to Regis College as transfer students and transfer their Bristol Community College credits into Regis College towards a bachelor’s degree (the “Articulation Program”) in Biomedical Engineering, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. Subject to Section 3, below, Regis College will accept as transfer credit toward an appropriate Regis College bachelor’s degree in Biomedical Engineering, Bristol

Community College coursework, up to a maximum of 66 credits, including work completed toward a Bristol Community College associate degree.

2. Exclusions: Notwithstanding anything stated in this Agreement to the contrary, Regis College and Bristol Community College agree to exclude the following Regis College academic programs from this Agreement: Nursing, Dental Hygiene, Nuclear Medicine, Diagnostic Medical Sonography. For the avoidance of doubt, students seeking admission or enrollment into these programs will not qualify for the benefits stated within this Agreement.
3. Bristol Community College student admission into Regis College's bachelor's degree in Biomedical Engineering is subject to the following:
 - a. A listing of the specific Bristol Community College courses which will be transferred towards the Regis College biomedical engineering degree program (a "Transfer Guide") (see Section 1.a., below);
 - b. Each student seeking recognition by Regis College of Bristol Community College credits and/or degrees shall have applied for admission to Regis College through the transfer admission process and will meet Regis College admission standards,
 - c. Such Bristol Community College credits are reflected in an official Bristol Community College transcript and submitted in a sealed Bristol Community College envelope, and
 - d. Coursework being transferred meets Regis College academic degree requirements according to Regis College academic policies.
4. Each student will meet the academic requirements of his or her chosen Regis College degree by:
 - (a) completing a Bristol Community College associate degree with a cumulative GPA of 2.5 or higher, and
 - (b) transferring eligible completed coursework from Bristol Community College, and
 - (c) completing coursework not transferable from Bristol Community College with Regis College coursework or through an approved transfer of credit from another institution.
5. To earn a Regis College bachelor's degree, a student must complete at least 54 credits of coursework enrolled at Regis College.
6. Regis has sole discretion in all admission decisions. Students applying to this program will not have an application fee and will utilize the streamlined application process for Massachusetts Community College transfer students.
7. Regis College has sole discretion in awarding transfer credit and in administering its academic degree requirements.
8. Enrolled and matriculated Regis College students are eligible to apply for Title IV federal financial aid and appropriate Regis College scholarships programs and payment plans.

9. Bristol Community College will promote Regis College's programs to its graduates through the following communication venues:

- (a) Provide a link on the Bristol Community College web site to an articulation agreement page on Regis College's web site
- (b) Send out a press release describing the Articulation Program to Bristol Community College's list of media contacts and post such information on Bristol Community College's web site. Regis College will provide and approve the final press release
- (c) Publicize Articulation Program through other appropriate venues
- (d) Place Regis College brochure/poster in advising offices or other areas deemed appropriate and distribute at events
- (e) Collaborate with and send out on behalf of Regis College, joint promotions, which may include information sessions, and emails/direct mails to students, alumni, and Bristol Community College faculty

10. Regis College will promote this Agreement through the following communication venues:

- (a) Provide a link back to Bristol Community College on Regis College's web site
- (b) List Bristol Community College on the Articulation Agreement page of Regis College's web site
- (c) Add information regarding the Articulation Program to appropriate marketing material
- (d) Produce advertisements for college newspaper/community paper if Regis College deems appropriate
- (e) Promote the Articulation Program at events/conferences attended by Regis College if deemed appropriate by Regis College

11. Regis College will support this Articulation Program through the following activities:

- (a) Regis College may develop and/or update Transfer Guides at any time. Transfer Guides include coursework equivalencies and curriculum requirements for an 8 semester undergraduate program and will provide graduates with a guide to how coursework and degree requirements at Bristol Community College will transfer into a bachelor's degree at Regis College. It is understood through this agreement that Regis College will review students individually and these guides are just a sample scenario. Actual requirements will be dependent on the courses a student

transfers to Regis College. The biomedical engineering Transfer Guide is included in Appendix A.

- (b) Post all Transfer Guides developed under Regis College's web site as Regis deems appropriate.
 - (c) Provide Bristol Community College staff primary contacts from each Regis College school.
 - (d) Regis College will provide Bristol Community College with a report annually on the Bristol Community College graduates taking coursework at Regis College pursuant to this Agreement. This annual report will contain aggregate student data and will not contain personally identifiable information. Where Regis College deems necessary, it will obtain students' prior written consent prior to disclosing data to Bristol Community College.
12. The academic affairs staff of both institutions will review this Agreement on an as needed basis to ensure that it is up-to-date.
13. Neither party shall use or display any trademark, logo or service mark of the other party without the prior written approval of the other party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.
14. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only, and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information, and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records. Notwithstanding the aforementioned provision, nothing herein shall preclude the parties from divulging information pursuant to a valid subpoena or court order.
15. The term of this Agreement is three (3) year(s) from the date executed by both parties unless terminated early for any reason or no reason by either party upon not less than ninety (90) days written notice to the other party.
16. Each party hereto agrees to indemnify the other, and its trustees, officers, employees, and agents and shall defend and hold each other harmless from and against actions, claims,

lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements, or expenses, including reasonable attorneys' fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the gross negligence or willful misconduct of the indemnitor in the performance of its duties under this Agreement.

17. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the Commonwealth of Massachusetts without regard to any conflicts of law principles.
18. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties in the performance of its duties under the agreement.
19. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
20. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Regis College, and Regis College shall be free to reinstate such term and condition without notice.
21. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Bristol Community College, and Bristol Community College shall be free to reinstate such term and condition without notice.
22. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
23. The parties agree that nothing herein shall be deemed or construed to create a joint venture, legal partnership, agency, or employer/employee relationship between the parties for any purpose.

Signature page to follow

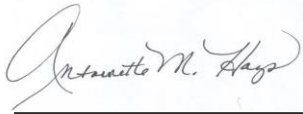
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

for REGIS COLLEGE

for BRISTOL COMMUNITY COLLEGE

Antoinette Hays, PhD, RN
Name

President, Regis College
Title



Signature

May 21, 2020
Date

Suzanne M. Buglione, Ed.D.
Name

Vice President of Academic Affairs, Bristol Community College
Title



Signature

May 18, 2020
Date

Laura L. Douglas, Ph.D.
Name

President, Bristol Community College
Title



Signature

May 19, 2020
Date

APPENDIX A – BIOMEDICAL ENGINEERING TRANSFER GUIDE