

**ARTICULATION AGREEMENT BETWEEN**

**QUINNIPIAC UNIVERSITY**

**AND**

**QUINSIGAMOND COMMUNITY COLLEGE**

**DEPARTMENT OF RESPIRATORY CARE**

This Agreement is made as of July 1, 2014, by and between Quinnipiac University, with an address of 275 Mt. Carmel Avenue, Hamden, CT 06518 (“QU”) and Quinsigamond Community College, with an address of 670 W. Boylston Street, Worcester, MA 01606 (“QCC”).

QU and QCC agree as follows:

1. Purpose. The objective of this Agreement is to promote the transfer of students in QCC’s Respiratory Care Associate Degree program (the “QCC Program”) into QU’s Health Science Studies Online Baccalaureate Degree Completion program (the “QU Program”).
2. Eligible Students.
  - a. QU will accept into the QU Program students who have completed the two-year Associate Degree in the QCC Program with (b) a minimum of a 2.5 GPA (on 4.0 scale) and (c) have completed all 75 credits from the Respiratory Care program at QCC.
  - b. QCC students must have completed the following prerequisites with a grade of C or better prior to entering the QU Program.
    - i. 8 credits of Biology– QCC students include this as part of their QCC AS degree program.
    - ii. 4 credits of Physics– QCC students include this as part of their QCC AS degree program

The following courses are co-requisites for the Quinnipiac HSS degree completion program unless a student has already completed these prior to entry.

- iii. 4 credits of Chemistry or equivalent – All students in the QU HSS degree program must have 4 credits of Chemistry by the completion of the program. QCC students will complete 4 credits of Chemistry at QU as part of the QU HSS degree completion. Chemistry is not a pre-requisite for QCC students for admission into the program.
3. Transfer of Credits. The minimum number of transferable credits is 60 and the maximum number is 77. Students who elect to pursue a different degree program at QU, other than the QU Online Health Science Studies BS Completion Program, will be subject to re-evaluation of transferable credits and will forfeit any credits not transferable to QU outside of this Agreement, consistent with QU’s standard credit transfer policies.

4. QU Program Requirements. After admission into the QU Program, students must (a) complete the course requirements and obtain the required GPA for academic good standing in the QU Program, as specified in the then-current QU course catalog, and (b) comply with all applicable QU policies.
5. Tuition Discount. Students entering the QU Program pursuant to this Agreement within 2 years of their graduation from the QCC Program shall be eligible for a 10% discount off of QU's published tuition price for the QU Program. This discount does not apply to other fees or textbook costs. Students must identify themselves as a QCC student or alumni during the QU admissions process to receive the discount.
6. Joint Obligations.
  - a. QU and QCC will incorporate a summary of this Agreement on a website for QCC students to view.
  - b. QU will provide admissions advising and recruitment activities for QCC students in coordination with QCC.
  - c. QU and QCC will each establish a process at its institution for academic advising to its students.
  - d. QU and QCC will cooperate with each other to maintain and improve the articulation process for students, including exchanging information and undertaking periodic evaluations of the articulation process.
7. Representations and Warranties. Each of QU and QCC represents and warrants to the other that:
  - a. It has the requisite power and authority to enter into and perform its obligations under this Agreement; and
  - b. It is accredited by NEASC and it will promptly notify the other if such accreditation ceases to exist.
8. Compliance with Laws. Each party will comply with all applicable laws, regulations, and accreditation standards in its performance of its obligations under this Agreement, including laws governing privacy of student data.
9. Non-Exclusive. Either party may enter into articulation or other agreements with any other parties.
10. Indemnification.
  - a. QU hereby agrees to indemnify, defend, and hold harmless QCC, its governing board, officers, agents, students, and employees from and against any damages, claims, losses, liabilities, payments, suits, costs, and expenses (including attorneys' fees) (collectively, "Losses") arising out of any third-party claims due to loss, injury, or death of any person or damage to property relating directly to acts or omissions arising out of or connected with the subject matter of this Agreement, or the use of facilities and/or the presence upon the facilities of QU, by its governing board, officers, agents, and employees, including those referred to in this Agreement as students or eligible participants.
  - b. QCC hereby agrees to indemnify, defend, and hold harmless QU, its governing board, officers, agents, students, and employees from and against any Losses arising out of any third-party claims due to loss, injury, or death of any person or damage to property relating directly to acts or omissions arising out of or connected with the subject matter of this Agreement, or the use of facilities and/or the presence upon the facilities of QCC, by

its governing board, officers, agents, and employees, including those referred to in this Agreement as students or eligible participants.

11. Term.

- a. This Agreement shall be in effect as of the date first written above, beginning with eligible QCC Program students seeking admission to the QU Program fall 2014 academic year, and shall continue year to year until terminated as provided in this Section 12.
- b. Either party may terminate this Agreement effective any time between August 1 through the last day of February, upon at least one (1) year's prior notice to the other.
- c. Either party may terminate this Agreement upon at least sixty (60) days' notice to the other party, if the other party commits a material breach of this Agreement and fails to cure such breach within such notice period. Such termination will be effective upon the later of: (i) the close of the notice period, or (ii) the earliest date between the first of August and the last day of February that is at least sixty (60) days after the date of such notice. For example, if notice of breach is given July 1 and the breach is not cured by August 30, the effective date of termination is August 30; and if notice of breach is given January 15 and the breach is not cured by March 16, the effective date of termination is August 1.
- d. QCC students accepted by or admitted to QU prior to the effective date of termination of this Agreement will continue to receive the benefits contemplated by this Agreement following termination of this Agreement.

12. General.

- a. *Notices.* All notices, requests, approvals, or other communications to either party shall be in writing and shall be deemed to have been given if delivered to such party: in person; by registered or certified mail, postage prepaid; by commercial courier; or by e-mail (with confirmation sent within one (1) business day by one of the foregoing methods), to the following address:

To QCC: Quinsigamond Community College  
670 West Boylston Street  
Worcester, MA 01606  
Attn: Daniel de la Torre  
Email: [ddelatorre@qcc.mass.edu](mailto:ddelatorre@qcc.mass.edu)

To QU: Quinnipiac University  
275 Mt. Carmel Avenue  
Hamden, CT 06518  
Attn: Cindy Gallatin  
Email: [Cynthia.gallatin@quinnipiac.edu](mailto:Cynthia.gallatin@quinnipiac.edu)

or to such other address as the addressee may have specified in a notice given to the sender as provided in this Agreement. Any such communication will be deemed to have been given as of the date it was actually delivered in person or by courier, or the date it was sent by e-mail, or three (3) business days after it was sent by registered or certified mail.

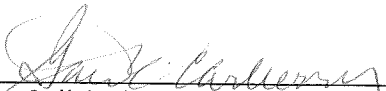
- b. *Amendment and Entire Agreement.* This Agreement may not be amended or modified except by written agreement signed by both parties. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and all prior and contemporaneous representations and understandings are superseded.
- c. *Governing Law; Jurisdiction.* This Agreement shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws principles. The parties hereby irrevocably submit to the personal jurisdiction and venue of the state and federal courts serving Hamden, Connecticut over any suit, action, or proceeding arising out of or relating to this Agreement.
- d. *Construction.* The language of all parts of this Agreement will in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. All uses of the word “will” are interchangeable with the word “shall” and shall be understood to be imperative or mandatory in nature. When used in this Agreement, the words “include,” “including,” “such as,” and words of similar import mean “including without limitation.” The section headings of this Agreement are for convenience of reference only and shall not in any way modify, interpret, or construe the intentions of the parties.
- e. *Counterparts.* This Agreement may be executed in any number of counterparts and by facsimile (telefax or PDF), each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

The parties have executed this Agreement as of the date first written above.

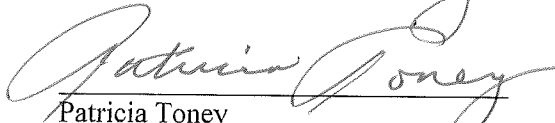
This agreement is effective July 1, 2014 and will remain in effect until June 30, 2016 with the provision that the terms specified herein will continue to apply to graduates who transfer from the Quinsigamond Community College Respiratory Care Associate Degree to Quinnipiac University Health Science Studies Online Baccalaureate Degree Completion program, within one year of the expiration of this agreement. The faculty at both institutions agrees to meet annually to review the agreement and discuss modifications.

For: **Quinsigamond Community College**


For: **Quinnipiac University**


  
\_\_\_\_\_  
Dr. Gail Carberry  
President

  
\_\_\_\_\_  
Mark Thompson  
Executive Vice President and Provost

  
\_\_\_\_\_  
Patricia Toney  
Vice President of Academic Affairs

  
\_\_\_\_\_  
Dr. Jane June  
Dean of Health Care

  
\_\_\_\_\_  
Karen Kaletski Dufault  
Coordinator of Respiratory Care Program

  
\_\_\_\_\_  
Daniel de la Torre  
Coordinator of Transfer & Articulation