

**ARTICULATION AGREEMENT**

**BETWEEN**

**THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**

**AND**

**NOVA SOUTHEASTERN UNIVERSITY**

This articulation agreement (the “Agreement”) is made by and between The **District Board of Trustees of Miami Dade College, Florida** (“MDC”), located at 300 N.E. 2<sup>nd</sup> Avenue, Miami, Florida 33132 on behalf of the **School of Engineering, Technology, and Design** and **Nova Southeastern University** (“NSU”) on behalf of the **College of Computing and Engineering**, located at 3301 College Avenue, Fort Lauderdale, FL 33314. Collectively, both MDC and NSU shall be referred to as the “Parties.”

**WITNESSETH:**

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

**WHEREAS**, MDC offers an undergraduate program leading to a Bachelor of Science in Cybersecurity degree and does not offer a graduate degree program in cybersecurity management; and

**WHEREAS**, NSU offers a distance learning educational program leading to a Master of Science (M.S.) in Cybersecurity Management degree, that is delivered entirely online; and

**WHEREAS**, NSU and MDC desire to provide opportunities for MDC graduates having a Bachelor of Science (B.S.) degree in Cybersecurity to complete a M.S. degree 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. in Cybersecurity Management Program (M.S. Cybersecurity Program) is presented only through distance online format and requires no on-

campus time. Under this Agreement, eligible MDC students will have the opportunity to advance their education and earn a M.S. in Cybersecurity Management degree at NSU and have the benefit of a tuition discount. Once admitted to the NSU M.S. Cybersecurity Program, the MDC 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 in Cybersecurity Management degree upon the student's successful completion of all M.S. Cybersecurity Program graduation requirements.
4. **Application.** Interested MDC students shall complete and submit an application for admission to the M.S. in Cybersecurity Management Program by the published deadlines. All applicants must have a B.S. in Cybersecurity degree from MDC prior to full admission to the NSU M.S. in Cybersecurity Management Program. All applicants must meet the NSU published admission and catalogue requirements for the M.S. in Cybersecurity Management Program.
5. **Curriculum for the NSU MS in Cybersecurity Management.** Students at MDC admitted to the M.S. in Cybersecurity Management Program under this Agreement must complete 30 credits of required courses at NSU for award of the M.S. in Cybersecurity Management degree. The courses required to be completed at NSU are:

Information Systems Project Management (3 credits)  
Ethics in Computing (3 credits)  
Database Systems (3 credits)  
Telecommunications and Computer Networking (3 credits)  
Human-Computer Interaction (3 credits)  
Fundamentals of Cybersecurity (3 credits)  
Information Security Operations Management (3 credits)  
Information Security Governance (3 credits)  
Information System Auditing (3 credits)  
Information Security Management Project (3 credits)

\*NSU specifically reserves the right to change the courses required for the M.S. in Cybersecurity Management degree.

6. **Specific Admission Requirements.** All MDC students and graduates applying to the M.S. in Cybersecurity Management Program must do all the following:
  - Complete an NSU M.S. Program application and pay the then current application fee, presently \$50

- 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 MDC graduates enrolled in the M.S. in Cybersecurity Management 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 MDC:

Antonio Delgado

Dean of Engineering, Technology and Design

Miami Dade College

300 NE 2nd Ave., Room: 3704-31 (Building 3, 7th Floor)

Miami, Florida 33132

(305) 237-7006

[adelgad9@mdc.edu](mailto:adelgad9@mdc.edu)

with a copy to:

Javier A. Ley-Soto, Esq.

General Counsel

Miami Dade College

Office of Legal Affairs

300 N.E. 2nd Avenue, Room 1453

Miami, FL 33132

For NSU:

Meline Kevorkian, Ed.D

Associate Provost and Dean for the College of Computing and Engineering

Nova Southeastern University

3301 College Avenue

Fort Lauderdale, FL 33314

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.** MDC agrees to inform its faculty and students about NSU's M.S. in Cybersecurity Management Program and the tuition discount provided herein. MDC shall use documents and information as provided to it by NSU in publishing the program. Further, MDC will permit NSU faculty and representatives to appear in-person or virtually to provide information about the program and the tuition discount to the MDC students and faculty.
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 January 1, 2021. 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 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.
  
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.

**SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

**NOVA SOUTHEASTERN UNIVERSITY, INC.**

By: Meline Kevorkian  
Print Name: Meline Kevorkian, Ed.D.  
Title: Dean, College of Computing and Engineering  
Date: 3/18/21

By: Ron Chenail  
Print Name: Ron Chenail, Ph.D.  
Title: Provost and Executive Vice President for Academic Affairs  
Date: 3/22/21

**THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**

By: Julie Alexander  
Print Name: Julie Alexander, Ed.D  
Title: Vice Provost for Academic Affairs  
Date: 03/13/21

Approved as to form and legal sufficiency

By: Leon Saunders  
Print Name: L. Christopher Saunders  
Title: Assistant General Counsel  
Date: 03/10/21












# NSU Cybersecurity Articulation Agreement Final

Final Audit Report

2021-03-13

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