

Bristol Community College  
and  
Wentworth Institute of Technology  
*College of Professional and Continuing Education (CPCE)*

Memorandum of Understanding

## 1.0 Background and Objectives

- 1.1 Wentworth Institute of Technology (“WIT”) will offer a Bachelor’s of Science Degree in Project Management (“BPM”) at Bristol Community College (“BCC”) Campus, for current students, staff and alumni of BCC who have completed their Associate Degrees or have been enrolled at BCC (“participating students”). Through this partnership, students will be able to capitalize on their rich experience at BCC to earn a BPM degree through the College of Professional and Continuing Education (CPCE) of WIT.
- 1.2 This Memorandum of Understanding (MOU) acknowledges that both BCC and WIT are committed to providing a pathway for the attainment of a Bachelor’s degree for BCC students, staff and alumni. BCC and WIT enter into this MOU in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, color, national origin, religion, disability, age, sex, sexual orientation, gender identity or veteran status.

## 2.0 Terms of Agreement

- 2.1 Classes will be offered in a cohort model on BCC’s Fall River campus.
- 2.2 Cohort sizes will be set at no fewer than 15 students and not more than 25 students.
- 2.3 The BPM shall be delivered in a hybrid format.
- 2.4 BCC graduates and former students enrolling at WIT’s BPM program will follow the standard WIT application process for admission to the CPCE BPM program. Applicants must meet all applicable requirements and deadlines pertaining to application for admission, orientation, registration, and payment of tuition and certain fees. Applicants will abide by prevailing WIT policies and procedures, and the provisions of the WIT Student Code of Conduct and Academic Honesty and Conduct Policy.
- 2.5 WIT will inform BCC of any student who is no longer enrolled in the program, as allowed by law, or in cases of a health or safety emergency. BCC reserves the right to restrict access of any participating students to its campuses.
- 2.6 WIT will offer a Twenty percent (20%) tuition discount on the prevailing tuition rate for each semester to BCC participating students. Students must stay within the cohort at the BCC’s Fall River campus and are expected to take their classes at this campus in order to receive the discount.
- 2.7 All educational programming components of the BPM Program, including admissions criteria, course sequence, course curriculum, faculty expertise and credentialing, learning outcomes and assessment will be under the control of CPCE.
- 2.8 WIT will be responsible for all admissions, transfer credit evaluation, course registration, financial aid counseling/advising, instruction and textbook purchase options for students registered in this BPM program.

- 2.9 WIT will provide transfer and program guides, student handbook, catalogs, and other information to students and advisors of BCC to facilitate their understanding of the program and its transfer policy and admission requirements.

### **3.0 Joint Obligations**

- 3.1 WIT and BCC will collaborate on the marketing of the program. BCC will promote WIT's BPM program through student, alumni and community publications, and other media, including direct mail, social media, email and the web.
- 3.2 For marketing, advertising and publications purposes, any use of WIT name or logo requires prior approval by WIT. Any use of the BCC name or logo by WIT will require prior approval by BCC.
- 3.3 Both WIT and BCC agree to provide direct links between their institutional web sites, indicating the existence of this MOU. The parties agree to exchange data and documents that will contribute to the maintenance and improvement of this MOU and promote effective cooperation between the two institutions.

### **4.0 Annual Evaluation**

There will be an annual evaluation of the program supported by this MOU. This will be conducted by representatives at the decision-making level of both WIT and BCC. Both parties may request a more frequent review in response to curricular changes and other institutional changes and conditions.

### **5.0 Term and Modification**

- 5.1 This MOU will be in effect for five (5) years and is terminable at will by either party with at least ninety (90) days written notice.
- 5.2 This MOU will be in force, and should be considered the entire agreement, until terminated under the conditions described therein, or until superseded by a different arrangement between WIT and BCC that explicitly replaces this agreement.
- 5.3 If the MOU is terminated prior to the five year term, students already in the cohorts will continue to be provided with a twenty percent (20%) tuition discount not to exceed a total of seven semesters.

### **6.0 Limitation of Liability**

- 6.1 Except for the specific remedies expressly identified as such in this MOU, the parties agree that their sole liability for damages (whether in contract, tort, by statute or otherwise) for any claim in any manner related to this MOU, shall be the payment of direct damages. In no event shall either party be liable to the other for any consequential, incidental, indirect, special or punitive damages.

- 6.2 To the extent permitted under Massachusetts law, WIT agrees to indemnify and hold BCC, its agents, officers and employees harmless against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the BCC may sustain arising out of or in connection with WIT's performance of under the terms of this MOU.
- 6.3 To the extent permitted under Massachusetts law, BCC agrees to indemnify and hold WIT, its current and former trustees, agents, officers and employees harmless against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that WIT may sustain arising out of or in connection with WIT's performance of under the terms of this MOU.

## **7.0 Notice**

Any notice, approval, consent or other communication under this MOU shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested or (3) received by facsimile with a confirming copy sent by overnight mail or courier service, return receipt requested, to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the others pursuant hereto). Notice given by a party's counsel shall be considered notice given by that party.

## **8.0 No Assignment**

BCC shall not assign this MOU, or any part thereof, without CPCE's prior written consent.

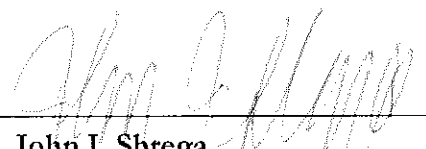
## **9.0 Governing Law**

BCC and CPCE agree that this MOU shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. In any case one or more of the provisions contained in the MOU shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of the MOU. Both Parties hereby knowingly and willingly agrees to waive any right to challenge jurisdiction or venue.


**10.0 Entire Agreement**

This Agreement is the entire agreement between BCC and CPCE and supersedes all prior oral or written negotiations and/or agreements. This MOU may be amended only by an agreement in writing signed by the parties.

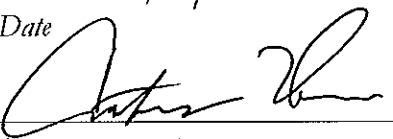
**Bristol Community College**

  
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**Dr. John J. Sbrega**  
*President*

*6 Jan 15*  
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Date

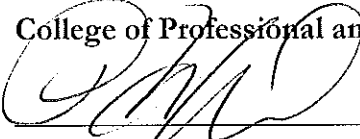
  
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**Greg Sethares**  
*Vice-President of Academic Affairs*

*1/8/2015*  
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Date

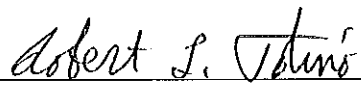
  
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**Anthony Ucci**  
*Associate Vice-President of Academic Affairs*

*1/5/15*  
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Date

**Wentworth Institute of Technology  
College of Professional and Continuing Education**

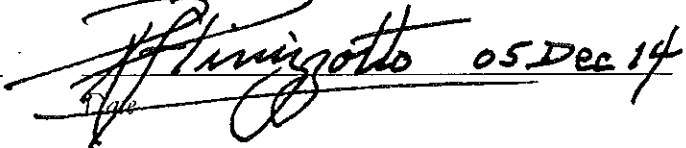
  
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**Patrick Hafford**  
*Dean of College of Professional & Continuing Education*

*12/7/2014*  
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Date

  
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**Robert Totino**  
*Vice President, Finance*

*December 5, 2014*  
\_\_\_\_\_  
Date

**Russell Pinizzotto, Ph.D.**  
*Senior Vice President for Academic Affairs and Provost*

  
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*05 Dec 14*  
Date