

## **Memorandum of Understanding (MOU) by and between the University of Massachusetts Dartmouth and Cape Cod Community College**

This Memorandum of Understanding (MOU) is made by and between the University of Massachusetts Dartmouth (UMassD or University) with a usual place of business of 285 Old Westport Road, North Dartmouth, MA and Cape Cod Community College (CCCC), located at 2240 Lyannough Road, West Barnstable, MA.

Whereas, the Parties represent that they have the right, resources and authority to enter into and be bound by this MOU; and

Whereas, the University will offer dual admission to students admitted to the Cape Cod Community College Associate in Science degree in Nursing and the UMass Dartmouth College of Nursing and Health Sciences RN-BS Online degree program that provides an accredited quality program of study with small class sizes with attention to individual student learning; and

Now therefore, in consideration of mutual promises and covenants set forth in this MOU the Parties agree as follows:

### **1. Term**

This MOU shall commence on June 1, 2025 (“Commencement Date”) and shall expire on May 31, 2028 (“Termination Date”). The MOU may be extended prior to the Termination Date upon mutual written agreement of the Parties in accordance with the Amendments section of this MOU.

### **2. The UMass Dartmouth RN-BS Online Degree**

- Provides an affordable, flexible, fully online BS in Nursing for licensed nurses who want to meet the demands of today’s health care environment and advance their careers.
- Produces a dynamic learning environment that promotes analytical thinking and safe patient centered care so important for 21<sup>st</sup> century nursing careers; and
- Meets the academic needs of busy adult learners in convenient 7 or 14 weeklong online courses in a part-time enrollment format.

### **3. Transfer Credit Stipulations for the RN-BS Online Degree**

- This agreement applies to CCCC transfer students with an Associate of Science in Nursing and Registered Nurse Licensure in the state they reside.
- Cape Cod Community College graduates who successfully completed the courses noted in the current articulation agreement (or their updated equivalents) may transfer up to 38 nursing portfolio credits upon successful enrollment in UMass Dartmouth's RN-to-BS online degree program. These credits coupled with the transfer of non-nursing credits from

the CCCC associate degree in nursing, results in a cumulative total of up to 72 transfer credits applied to the BS in Nursing program at UMass Dartmouth.

#### **4. Making the UMass Dartmouth RN-BS Online Program more affordable**

Participants receive a 15%\* Success by Degree tuition credit for meeting the following criteria:

- Completed the associate's degree in Nursing from Cape Cod Community College with a 3.00 GPA or higher
- Matriculated in the fully online UMass Dartmouth undergraduate degree program within two years of receiving the associate's degree

To remain eligible for the Success by Degree tuition credit, students must:

- Maintain a 3.00 cumulative GPA or higher at UMass Dartmouth
- Continuously enroll in undergraduate online courses each fall and spring semester
- Complete the bachelor's degree within 4 years of the initial matriculation term at UMass Dartmouth (to avoid ambiguity with their initial matriculation at CCCC)

*The University will waive the current application fee of thirty dollars (\$30).*

#### **5. Termination**

Without Cause: The MOU may be terminated without cause by either Party by giving written notice to the other Party at least sixty (60) calendar days prior to the effective date of termination stated in the notice.

With Cause: If either Party fails to fulfill its obligations, the non-breaching Party may terminate this MOU by giving written notice to the breaching Party at least seven (7) calendar days before the effective date of termination stated in the notice.

The parties agree that notwithstanding the termination of this MOU under this Section, any student already enrolled in a course at the time of notice of termination is given by either party shall be given the opportunity to complete their course within the prescribed period.

#### **6. Waivers**

All conditions, covenants, duties and obligations contained in this MOU can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

## **7. Amendments**

This MOU may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.

## **8. Choice of Law**

This MOU is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

## **9. Force Majeure**

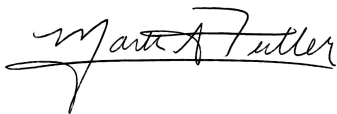
Neither party shall be liable to the other or be deemed in breach of this MOU for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such causes may include but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **10. Entire Agreement**

The Parties understand and agree that this MOU constitutes the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this MOU.

IN WITNESS WHEREOFF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers.

### **For UMass Dartmouth**

A handwritten signature in black ink, appearing to read 'Mark A. Fuller'.

Mark A. Fuller, PhD  
Chancellor, UMass Dartmouth

Date: March 13, 2025

### **For Cape Cod Community College**

A handwritten signature in blue ink, appearing to read 'John L. Cox'.

John L. Cox, Ed.D.  
President, Cape Cod Community College

Date: March 17, 2025