



MASTER ARTICULATION AGREEMENT

BETWEEN

**Worcester Polytechnic Institute
Worcester, Massachusetts**

AND

**Framingham State University
Framingham, Massachusetts**

This Master Articulation Agreement (“Agreement”), effective as of the date last signed by the parties (“Effective Date”) is made and entered into by and between **Worcester Polytechnic Institute** (“WPI”) and **Framingham State University** (“FSU”) (collectively, the “Parties”) in furtherance of the Memorandum of Understanding between the Parties, dated March 28, 2024.

In consideration of the promises and obligations contained herein, the Parties agree as follows:

1. **Transfer Program.** The purpose of this Agreement is to establish the terms and conditions of a transfer program for qualified students at Framingham State University majoring in pre-engineering to transfer to a bachelor’s degree program WPI, with additional opportunities available for qualified students to pursue graduate programming upon enrollment at WPI.
2. **Admission.** Qualified students at FSU must meet all standards for transfer admission to WPI detailed below.
 - a. **Guaranteed Admissions Standards:** FSU students who meet the following criteria will be guaranteed admission to transfer to a bachelor’s degree program at WPI:
 - i. Successful completion of the FSU pre-engineering curriculum; and
 - ii. Minimum 3.3 GPA or higher at FSU; and
 - iii. Successful completion of one (1) college-level precalculus or calculus 1 course; and
 - iv. Successful completion of one (1) college-level laboratory science course.
 - b. **Admission Standards:** FSU students who have not yet completed the FSU pre-engineering curriculum, but who have a minimum 3.0 GPA or higher and have successfully completed one (1) college-level precalculus or calculus 1 course and successfully completed one (1) college-level laboratory science course may be offered admission to transfer to a bachelor’s degree program at WPI at WPI’s sole discretion.
 - c. **Admissions Materials:** Students must submit all transfer application materials required by WPI by the published deadline for entry into the desired term or academic year, including:
 - i. The WPI Transfer Application. There is no application fee for the WPI Transfer Application.

- ii. A Letter of Recommendation from any FSU instructor or advisor. The Letter of Recommendation does not impact the admissions decision or eligibility for any WPI scholarships or need-based financial aid.
 - iii. Final high school transcript (or high school equivalency diploma) with proof of high school graduation. High school academic performance does not impact the admissions decision.
 - iv. FSU transcript
 - d. **Course Transfer Guarantees:**
 - i. FSU courses with grades B- or better will receive at least three (3) credits at WPI upon transfer. Credit is not offered for mathematics coursework below the calculus level or laboratory science coursework completed online.
 - ii. FSU courses in science, technology, engineering, and math courses completed more than five (5) years before the student's enrollment date at WPI will be reviewed by WPI for credit on a case-by-case basis, at WPI's sole discretion.
 - iii. FSU courses with a status of "incomplete" or "pass" will not be credited at WPI.
 - iv. All course transfers will be determined at WPI's sole discretion.
 - e. Information about admissions and application requirements for transfer students and about the program available under this Agreement can be found at <https://www.wpi.edu/admissions/undergraduate/apply/transfer-students>.
 - f. WPI reserves all rights to make admissions decisions in its sole discretion and in accordance with its policies and procedures on transfer admissions.
- 3. **Program Administration.**
 - a. Each Party will assign a designated coordinator (the "Program Coordinator") to confer on the details of the transfer program, such as curriculum equivalencies, administrative issues, and student inquiries. Such discussions will be informed by the terms of this Agreement.
 - i. The Program Coordinator for WPI is the Director of Transfer Admission, or their designee.
 - ii. The Program Coordinator for FSU is the Dean of STEM or their designee.
 - b. The Parties will share information about students in the transfer program with each other on an as-needed basis and in compliance with FERPA and applicable privacy laws.
 - c. WPI requires all transfer students to earn a minimum of 72 credits (the equivalent of 8 units or two full academic years) from WPI to complete their bachelor's degree from WPI.
 - d. FSU students are eligible for certain transfer-student support programs and opportunities at WPI before admission to WPI, including: a designated advisor(s) in the WPI Academic Advising Office and a staff liaison in the WPI Office of Undergraduate Studies who are available to answer questions related to coursework and transfer; access to WPI's Career Development Center for questions related to career pathways; and access to summer research opportunities at WPI (if available).

- e. FSU students admitted to WPI are eligible for certain transfer-student support programs and opportunities at WPI once they are admitted to WPI, including, special welcome events for students and families during orientation programming, semester-long transfer transition program upon arrival at WPI; and access to all of WPI's academic, career, student, and technical support services such as student advising, tutoring, career and counseling services.
4. **Tuition and Fees.** Qualified students at FSU admitted to WPI pursuant to this Agreement will be solely responsible for their cost of all tuition and fees incurred by enrolling in the applicable WPI degree program.
 - a. FSU students admitted to WPI may qualify for need-based aid and federal student loans, in accordance with the terms and conditions of those financial aid and scholarship programs.
 - b. FSU students admitted to WPI are guaranteed an academic merit scholarship and a WPI Global Scholarship.
 - c. FSU students admitted to WPI are eligible to receive a summer undergraduate course tuition waiver for one (1) course taken in each of two (2) summers during their enrollment at WPI.
5. **Program Promotion.**
 - a. This Agreement does not confer any rights in or to use trademarks, logos or names of the other Party (the "identifying marks"). Neither Party may use any identifying marks of the other Party without the express written permission of the other Party.
 - b. Any media statements concerning this transfer program, this Agreement, or the Parties' activities hereto will be agreed upon in advance by the Parties through their respective public relations and/or marketing offices.
 - c. Each Party will allow the other Party to list this transfer program in brochures, catalogs, correspondence, informational flyers, and official websites as agreed upon in advance by the Parties through their respective Program Coordinators.
 - d. FSU agrees to provide information about this transfer program to FSU students taking classes on campus or remotely.
 - e. The Program Coordinators will meet to discuss and agree upon the FERPA compliant enrollment and retention data to be shared between WPI and FSU, as well as additional partnerships between WPI and FSU in the future. Any such agreements will be detailed in writing and signed by both parties.
6. **Compliance with Laws.** All collaborative activities conducted pursuant to this Agreement will be conducted in accordance with the laws and regulations of the Commonwealth of Massachusetts. The Parties will also comply with the laws, regulations, and institutional policies applicable at their respective institutions.

7. **Accreditation.**

- a. Each Party represents and warrants that: (i) it is authorized to operate under the law of its jurisdiction; (ii) it has obtained the necessary accreditation, licenses, certifications and permissions from any and all regulatory or accrediting bodies and is in good standing with same; (iii) is not legally barred from entering into this Agreement; and (iv) has not had its eligibility or certification to participate in a U.S. Department of Education Federal Student Aid program denied, terminated, or revoked.
- b. WPI is accredited by the New England Commission of Higher Education to award the type of degree contemplated by this Agreement. WPI's accreditation does not extend to or include FSU. Further, although WPI may accept certain course work from FSU to be applied toward a degree awarded from WPI, that course work may or may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from WPI. The decision to accept course work in transfer from any university is made by the university considering the acceptance of credits or course work.
- c. FSU is accredited by the New England Commission of Higher Education to award the type of degree contemplated by this Agreement. FSU's accreditation does not extend to or include WPI.
- d. The Parties agree and understand that WPI has the right and responsibility to make changes to its curriculum, degree programs, and enrollment and admissions standards to maintain its academic integrity and meet its accreditation standards.

8. **Confidentiality.** "Confidential Information" means any and all information or materials provided by one party to the other that is (a) in tangible form and labeled "confidential" or the like, (b) disclosed orally, and identified as being confidential at the time of disclosure, or (c) disclosed under circumstances that would be understood by a reasonable business person to be confidential. Confidential Information does not include information or materials that (i) were, on the Effective Date, generally known to the public; (ii) become generally known to the public after the Effective Date other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the receiving party prior to that party receiving same from the disclosing party; (iv) are or were disclosed by the disclosing party to a third party generally without restriction on disclosure; (v) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (vi) are independently developed by the receiving party.

The receiving party will protect the disclosing party's Confidential Information by means of the same standard of care as used by the receiving party to protect its own information of a similar nature and importance, and no less than reasonable care. Each party will use the other party's Confidential Information only to perform this Agreement, will disclose such Confidential Information only to those persons in its organization who have a need to know, and will promptly report to the disclosing party any actual or suspected breach of the terms hereof.



If disclosure of Confidential Information by the receiving party is required by law or court order, the receiving party may comply with that order as long as it immediately notifies the disclosing party to allow the disclosing party to seek an appropriate protective order and it cooperates with the disclosing party in seeking such order.

For the avoidance of doubt, all student education records protected under the Family Educational Rights and Privacy Act (FERPA) will be considered Confidential Information and may not be disclosed by either Party except in compliance with FERPA and applicable law.

9. **Indemnification.** To the extent permissible under the laws of the Commonwealth of Massachusetts, each University will defend, indemnify, and hold harmless the other Party and its trustees, officers, students, employees and agents, and their respective successors, heirs, and assigns from any and all third party losses, claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to claims or suits arising from its own gross negligence or willful misconduct and which relate to that Party's action or inaction in connection with the subject matter of this Agreement.
10. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING HEREUNDER. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS.
11. **Term & Termination.**
 - a. This Agreement constitutes the entire Agreement between the Parties and is valid for five (5) years from the Effective Date (the "Initial Term"). This Agreement may be renewed for any additional period of time if both Parties agree in writing to do so at least six (6) months before the expiration of the Initial Term (the "Renewal Term"). Together the Initial Term and any Renewal Term are known as the "Term".
 - b. Either Party may, by giving six (6) months' written notice to the other Party, terminate this Agreement.
 - c. If either Party (the "Defaulting Party") materially breaches any provision of this Agreement or any Addenda hereto, the Non-Defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach. If the Defaulting Party fails to correct or mitigate such breach within thirty (30) days after such notice, the Non-Defaulting Party may terminate this Agreement and seek such other relief that is appropriate to the circumstances.
 - d. Notwithstanding the termination of the Agreement those students then identified or enrolled in the FSU-WPI transfer program shall be allowed to complete their participation in the program with all of the benefits described herein.

12. General Provisions.

- a. The relationship of the Parties is that of independent contractors (not legal partners), and neither Party has the authority to bind the other Party in contract or to incur any debts or obligations on behalf of the other Party.
- b. This Agreement is non-exclusive and both Parties have the right to enter into similar agreements with other universities; provided, however, that each Party is prohibited from using the Confidential Information of the other outside of the Program, pursuant to the terms herein.
- c. The Parties acknowledge and agree that performance of the terms of this Agreement may be delayed or prevented due to causes beyond the control and without the fault or negligence of the Universities (a "Force Majeure Occurrence"). A Force Majeure Occurrence may include, but will not be limited to, the failure of any third person to deliver goods or services to the Universities; fires; strikes; unavailability of energy, communication lines or resources; delay in transportation; pandemics, epidemics, disease, or other health emergencies; natural disasters; acts of God or of the public enemy; or acts of government, civil or military authority. Neither Party will be liable for, nor will be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a Force Majeure Occurrence. In the event of any Force Majeure Occurrence, the affected party will use its reasonable efforts to advise the other party if it is unable to perform and the expected duration of such inability and will use its reasonable efforts to resume performance as soon as possible.
- d. This Agreement will be governed by, construed, enforced and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against either of the Parties relating in any way to this Agreement or the subject matter hereof will be brought and enforced exclusively in the competent courts of Worcester County, Massachusetts, and the Parties consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.
- e. The Parties agree that no person is excluded from participation under the terms of this Agreement on the grounds of race, sex, age, color, national origin, religion, genetic identity, disability, gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, or any other legally protected status.



- f. Notices with respect to this Agreement will be provided to the Parties representatives in writing as follows:

As to WPI:

Arthur C. Heinricher
Interim Provost
Worcester Polytechnic Institute
100 Institute Road
Worcester, MA 01609 (USA)
Email: heinrich@wpi.edu
With a cc to: Julie Chapman

Email: chapman@wpi.edu

As to FSU:

Kristen Porter-Utley
Provost and Vice President of Academic Affairs
Framingham State University
Framingham, MA 01701
Email: kporterutley@framingham.edu

- g. The rights and obligations of the parties under this Agreement will not be assignable without written permission of the other party.
- h. If any provision hereof is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- i. This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the Parties hereto.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized officer or representative.

WORCESTER POLYTECHNIC INSTITUTE

FRAMINGHAM STATE UNIVERSITY

A handwritten signature in black ink, appearing to read "Art C. Heinricher", written in a cursive style.

By:

Name: Arthur C. Heinricher

Title: Interim Provost

Date: March 27, 2024

A handwritten signature in blue ink, appearing to read "Kristen Porter-Utley", written in a cursive style with a long horizontal flourish extending to the right.

By:

Name: Kristen Porter-Utley

Title: Provost & Vice President of Academic Affairs

Date: March 28, 2024