

ARTICULATION AGREEMENT
By and Between
Central Westmoreland Career and Technology Center
and
Robert Morris University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on August 1, 2022 (the “Effective Date”) by and between Central Westmoreland Career and Technology Center (the “School”), with an address of 240 Arona Road, New Stanton, PA 15672; and Robert Morris University (“RMU”), with an address of 6001 University Boulevard, Moon Township, PA 15108. The School and RMU desire to enter into an agreement pursuant to which students of the School would be eligible for articulated course credits at RMU, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Description of Articulation Program.

- a. Articulation Attachments. Articulation criteria for applicable RMU degree programs are defined in separate Articulation Attachments, beginning with Articulation Attachment A. These Articulation Attachments may be introduced and/or revised from time to time upon mutual agreement of RMU and the School without need to amend this Agreement.
- b. Standing of the Career and Technology Center. School warrants that it is in good standing by the Pennsylvania Department of Education’s Bureau of Career and Technical Education. School shall promptly notify RMU if such status changes.
- c. Accreditation of RMU. RMU warrants that it is accredited by the Middle States Accreditation Association of Colleges and Schools. RMU will notify the School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation criteria described in each applicable Attachment, RMU will consider their applications for admission in accordance with standard RMU admission application and program evaluation criteria, while favorably recognizing students’ accomplishments at the School.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. Term and Termination.

- a. Term. This Agreement will run from August 1, 2022 until July 31, 2023. The Agreement shall automatically renew for succeeding one-year terms unless otherwise terminated as set forth herein.
- b. Termination for Breach. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of RMU, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
- c. Termination Without Cause. Either party may terminate this Agreement without cause upon providing the other party with 120 days written notice, effective at the end of the academic year in which notice is provided.

- d. Post-Termination. Upon expiration or termination of this Agreement for any reason, School students previously accepted by or admitted to RMU shall continue to receive the benefits contemplated by this Agreement.

3. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles.
- c. Jurisdiction: The parties to this Agreement each specifically consent to jurisdiction in Allegheny County, Pennsylvania in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Sections 2(d) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of RMU, an additional copy addressed to "General Counsel":

If to RMU:

Michelle L. Patrick, Ph.D.
President and Acting Provost
Robert Morris University
6001 University Boulevard
Moon Township, PA 15108

If to School:

Jason Lucia
Administrative Director
CWCTC
240 Arona Road
New Stanton, PA 15672

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.

- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

- l. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party from any and all losses, costs, damages, and/or claims, including attorney's fees, arising from or related to the gross negligence or willful misconduct of the indemnifying party or its agents and/or employees. Notwithstanding the foregoing, in no event shall either party be liable under this Agreement, regardless of the form of action, whether in contract or in tort or otherwise, for any incidental or consequential damages of any nature whatsoever, including without limitation, lost profits.

- m. Each academic year, the School agrees to bring all students enrolled in the School's program(s) outlined in Articulation Attachment A who are available on a date to be mutually agreed upon to RMU's Moon campus for a 'college experience' that RMU will organize and facilitate. For those students unable to attend, RMU will offer additional opportunities to participate in the college experience programming.


INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**CENTRAL WESTMORELAND CAREER AND
TECHNOLOGY CENTER**

By: 

Jason Lucia
Administrative Director

ROBERT MORRIS UNIVERSITY:

By: 

Melissa Micco
Acting Vice President for Business Affairs

**Articulation Attachment A
To The
Articulation Agreement Dated August 1, 2022
By and Between Central Westmoreland Career and Technology Center
and Robert Morris University**

CWCTC CIP 10.9999 Multimedia Design to RMU BA Cinema & Photography
CWCTC CIP 10.9999 Multimedia Design to RMU BA Graphic Design
CWCTC CIP 10.9999 Multimedia Design to RMU BA UX/UI
CWCTC CIP 51.0899 Health Occupations Technology to RMU BS Health Sciences
CWCTC CIP 51.2604 Sports Medicine to RMU BS Health Sciences
CWCTC CIP 52.1201 Computer Information Science to RMU BS CIS
CWCTC CIP 52.1201 Computer Information Science to RMU BS Cybersecurity