

ARTICULATION AGREEMENT
Miami University
and
The University of Toledo

THIS ARTICULATION AGREEMENT (this “Agreement”) is entered into on January 1, 2024 (the “Effective Date”) by and between Miami University (the “COLLEGE”), with an address of 215 Roudebush Hall, 501 East High Street, Oxford, OH 45056; and The University of Toledo (“UNIVERSITY”), with an address of 2801 W. Bancroft, Toledo, Ohio 43606.

WHEREAS, the COLLEGE is an institution of higher education established and existing under the laws of the State of Ohio;

WHEREAS, the UNIVERSITY received authorization from the Ohio board of Regents to award Occupational Therapy Doctorate degree, and was awarded accreditation by the Accreditation Council for Occupational Therapy Education in 2018;

WHEREAS, the COLLEGE and UNIVERSITY desire to enter into a contract pursuant to which students of the COLLEGE would be eligible to apply for admission to the UNIVERSITY’S Occupational Therapy Doctoral program (“PROGRAM”) as juniors at COLLEGE, according to the terms contained in this Agreement.

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

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. UNIVERSITY will provide the Articulation Benefits at no charge to past and present students of the COLLEGE who meet the Articulation Criteria. Articulation Criteria for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to UNIVERSITY.
- c. Accreditation of the COLLEGE. The COLLEGE represents that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The COLLEGE will notify UNIVERSITY if such accreditation ceases to exist.
- d. Accreditation of the UNIVERSITY. UNIVERSITY represents that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools and the PROGRAM is accredited by the Accreditation Council for Occupational Therapy Education and. UNIVERSITY will notify the COLLEGE if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria, UNIVERSITY will consider their applications for admission in accordance with standard UNIVERSITY admission application evaluation criteria, while recognizing students’ accomplishments at the COLLEGE.

- f. 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 be in effect from the Effective Date until the end of the last day of the Fall Term 2029 academic term of the COLLEGE, at which time this Agreement will automatically expire.

- b. Termination.

- i. 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 UNIVERSITY, 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 effective date of termination to cure the breach, and if the breach is so cured the termination notice will be of no effect.

- ii. Either party may terminate this Agreement at any time for any or no reason effective one year after providing written notice of its intent to terminate to the other party.

- c. Post-Termination. Upon expiration or termination of this Agreement for any or no reason, COLLEGE students previously accepted by or admitted to UNIVERSITY and in accordance with UNIVERSITY policy, shall continue to receive the benefits contemplated by this Agreement.

- d. The parties recognize and understand that the COLLEGE or its funding may be contingent upon the availability of lawful appropriations by the General Assembly of the State of Ohio. If the General Assembly fails to continue current levels of funding for the COLLEGE, this Agreement may cease without penalty to UNIVERSITY or the COLLEGE as of the date of the reduction of funding by the State of Ohio, and UNIVERSITY and the COLLEGE will have no further obligation to carry out this Agreement. Should any other unexpected event cause a need to address the viability of this Agreement, the parties agree to work toward a mutually acceptable resolution. This section is not meant to limit other rights of the parties to terminate 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 State of Ohio applicable to contracts made and to be enforced wholly within Ohio.

- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction
- d. Survival. Sections 2(c) 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):

For the COLLEGE:
Miami University
Office of the General Counsel
215 Roudebush Hall
501 E. High St.
Oxford, OH 45056

For the UNIVERSITY:
The University of Toledo
Office of Legal Affairs
University Hall, UH 3620
2801 W. Bancroft St
Toledo, OH 43606

- 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, ancestry, military status, sexual orientation, gender identity and expression, veteran status, pregnancy, or color.
- l. Omissions & Errors. If any terms, words or clauses are inoperative by virtue of error or omission on the part of either party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- m. Data Exchange. The parties shall exchange information regarding student success related to this Agreement. The COLLEGE will provide upon request a directory list of graduates from the COLLEGE following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. UNIVERSITY will provide the COLLEGE with information regarding the success of students transferring to UNIVERSITY while utilizing the benefits of this Agreement.
- n. Use of Marks/Promotional Materials. The parties agree that any use of the other's name, trade name, trade name, trademark, logo, and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with either entity. Neither party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the parties. All written materials associated with this Agreement must distinctly note the termination date of this Agreement, the degrees within this Agreement, and the average additional hours required to complete the completion degree. **Any and all promotional materials, including written, verbal, videographic, electronic, or multimedia of any kind must be reviewed by both prior to any use or distribution.**

(Signature page follows)

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 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.

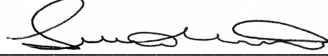
MIAMI UNIVERSTIY:

Dr. Elizabeth Mullenix
Provost
Miami University

THE UNIVERSITY OF TOLEDO:

Dr. Scott Molitor
Interim Provost
The University of Toledo

DocuSigned by:
By:  12/7/2023
82247167F0AA42D... DATE

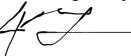
DocuSigned by:
By:  12/6/2023
8B5268E89DA04B3... DATE

MIAMI UNIVERSTIY:

Dr. Jason Lane
Dean, College of Education, Health & Society
Miami University

THE UNIVERSITY OF TOLEDO:

Dr. Mark Merrick
Dean of the College of Health and Human Services
The University of Toledo

DocuSigned by:
By:  12/7/2023
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DocuSigned by:
By:  12/7/2023
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Attachment A

Articulation Criteria and Articulation Benefits

1. *The standard articulation criteria (“Articulation Criteria”) are:*

- a. Current students of COLLEGE who are juniors (having earned ≥ 60 college credits), with a minimum overall cumulative grade point average of ≥ 3.0 will be eligible to apply for admission to the PROGRAM. Early applications will be evaluated for acceptance during the cycle in which they apply with the acceptance being for matriculation in the Fall semester after their graduation.
- c. Early applicants to the PROGRAM from COLLEGE will be required to submit a full application, including fees, through the PROGRAM’s current standard means. The application requires the candidate to submit official transcript(s) and to report their plan of study showing anticipated completion of any outstanding prerequisite courses. Other elements of the application include a writing sample, personal statement, and letters of recommendation.
- d. Upon acceptance, the candidate’s seat in the Occupational Therapy Doctoral Program at UNIVERSITY would be secured for matriculation in the Fall semester after their graduation, contingent on them completing their COLLEGE bachelor’s degree including meeting all admissions requirements. The admissions requirements include:
 - i. Bachelor’s degree in any field of study with a minimum 3.0 GPA
 - ii. A grade of B- or better in all prerequisite courses, including:
 - Introductory Biology for example, Miami Equivalent: BIO 115 or BIO 116
 - Human Anatomy and Physiology I & II for example Miami Equivalent: BIO 201 and BIO 161
 - Introduction to Psychology for example, Miami Equivalent: PSY 111 and 112
 - Abnormal Psychology for example, Miami Equivalent: PSY 242
 - Introduction to Sociology or Anthropology for example Miami Equivalent: SOC 151 or 153, or ATH 155
 - Medical Terminology for example Miami Equivalent: KNH 209
 - Statistics for example, Miami Equivalent: STA 261
 - Lifespan Human Development for example, Miami Equivalent: PSY 231
- e. The PROGRAM at UNIVERSITY does not accept transfer credit for any courses in its degree program.

2. *The articulation benefits (“Articulation Benefits”) are:*

- a. Facilitating graduate admissions for students at COLLEGE and strengthening the pool of applicants to the PROGRAM at UNIVERSITY.
- b. Benefitting the regional community by infusing the job market with qualified graduates.