

MEMORANDUM OF UNDERSTANDING

THE UNIVERSITY OF TEXAS AT TYLER COLLEGE OF ENGINEERING AND SAM HOUSTON STATE UNIVERSITY

This Memorandum of Understanding (“Agreement”) is made and entered into on this 18th day of August 2015 by and between **The University of Texas at Tyler**, an agency and institution of higher education authorized under the laws of Texas (hereinafter referred to as “UT Tyler”), and **Sam Houston State University**, an agency and institution of higher education authorized under the laws of Texas (hereinafter referred to as “SHSU”), (collectively referred to as “Parties”) to provide an effective pathway for SHSU students to earn a baccalaureate engineering degree at UT Tyler in Tyler or in Houston at the Houston Engineering Center.

WHEREAS, UT Tyler has been authorized by the Texas Higher Education Coordinating Board (THECB) and the Board of Regents of The University of Texas System to offer its approved baccalaureate level engineering degrees in Houston and in Tyler, Texas;

WHEREAS, it is the desire of both parties, as approved by appropriate action of the Board of Regents at SHSU and the Board of Regents of The University of Texas System, and it is for the educational benefit of the citizens in the greater the Houston area, and in particular students at SHSU, that the parties cooperate to provide unduplicated degree programs and courses leading to the baccalaureate degree;

WHEREAS, UT Tyler established the Center to deliver upper division coursework to students who have completed lower division foundational engineering study and are otherwise qualified to transfer to UT Tyler, and seek to complete a baccalaureate degree in selected fields of engineering;

WHEREAS, The University of Texas at Tyler offers engineering degree programs on its campus in Tyler;

WHEREAS: SHSU seeks to establish a pathway to an engineering degree through students initially enrolling at SHSU and then completing a baccalaureate engineering degree at UT Tyler; and

WHEREAS, the parties hereby identify and agree to the basic commitments and obligations set forth in this Memorandum of Understanding.

NOW, THEREFORE, for and in consideration of the premises and in further consideration of the matters hereafter set forth, SHSU and UT Tyler hereby stipulate and agree as follows:

1. INTENTIONS.

UT Tyler and SHSU seek to promote a cost-effective pathway for SHSU students to pursue a baccalaureate engineering degree through the UT Tyler. Students can study upper division

engineering at the Houston Engineering Center (“Center”) located on Hayes Road in West Houston or on the main campus in Tyler.

2. **ACADEMIC PROGRAM.**

- a. UT Tyler will accept and apply to the respective engineering curricula courses agreed to be a part of the lower division curricula for the respective disciplines by the parties and that are taught to the standards identified in the State of Texas Academic Course Guide Manual and as agreed by the Statewide Voluntary Articulation Compacts for Engineering. These curricula are attached to this memorandum for reference, and can be modified as curricular and accreditation requirements change.
- b. Further, UT Tyler will offer upper division civil engineering, electrical engineering, and mechanical engineering courses that lead to the award of the ABET accredited civil engineering, electrical engineering, and mechanical engineering baccalaureate degrees.
- c. All engineering courses offered by UT Tyler, either in Tyler or in Houston, will be subject to the same academic standards and rigor, and will be taught by faculty duly appointed by UT Tyler in accordance with its policies and procedures.
- d. SHSU students seeking to continue their engineering program studies through the UT Tyler must:
 - i. Apply to UT Tyler through ApplyTexas as a transfer student; and
 - ii. Satisfactorily complete all lower division engineering, mathematics, and science coursework identified in the UT Tyler-SHSU engineering transfer guides to be prepared as a part of this Memorandum of Understanding through SHSU.
- e. Engineering students who complete the prescribed courses with an overall GPA of at least 2.5 and no grade lower than C are automatically admitted to UT Tyler upon the submission of a completed application for admission to the program.
- f. On a case-by-case basis, students can enroll in upper division courses at UT Tyler as a dual enrolled or transient student prior to completing the lower division courses at SHSU if they have completed all prerequisite courses for the course in which they intend to enroll. Transient students who later wish to be admitted into the program must meet all eligibility and admissions requirements as set forth herein.
- g. Individuals admitted into the program are classified as UT Tyler students and subject to UT Tyler rules and regulations, including its student code of conduct.

- h. The Parties will collaborate in developing and offering engineering courses to enhance student preparedness for successful completion of the engineering degree programs. UT Tyler and SHSU shall each designate one or more individuals to serve as liaison(s) to facilitate communications between UT Tyler and SHSU with regard to the terms and conditions of this agreement.
- i. Notwithstanding any of the provisions above, SHSU students will be encouraged to actively participate in engineering student activities made available by UT Tyler.
- j. Both parties will comply with all applicable regulations and rules required of the Texas Higher Education Coordinating Board to fulfill compliance obligations relating to this Agreement.

3. ACADEMIC ADVISING

SHSU will advise students regarding lower division pre-engineering courses offered by SHSU. UT Tyler will advise all students pursuing its upper division courses for the engineering completion curriculum. UT Tyler and SHSU advisors will collaborate when questions arise regarding course equivalency. Further, UT Tyler will encourage students enrolled at SHSU to take lower division courses contained in the completion curricula through SHSU.

4. SCHOLARSHIPS.

- a. To the extent available funds exist, the Parties agree to establish and offer joint, non-need-based academic scholarships to be awarded, at their sole discretion, to qualified SHSU students who intend to and do pursue their engineering studies with UT Tyler.
- b. The Parties agree to jointly (i) develop the scholarship eligibility criteria, (ii) select scholarship recipients, and (iii) determine the recipient's continued scholarship eligibility.
- c. UT Tyler and SHSU shall enter into a separate agreement to address the foregoing scholarship obligations.

5. MARKETING AND RECRUITING.

- a. The Parties agree to collaborate in actively promoting and marketing the pathway within SHSU. Recruitment and marketing materials and activities will advance and be consistent with the goals and objectives of UT Tyler and SHSU as set forth in this Agreement.
- b. A party's logos and/or symbols may not be used in marketing and recruitment activities unless prior written authority is obtained from the appropriate party.

6. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. Amendment. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Either party may enter into contracts for the purpose of obtaining services, equipment, materials, merchandise, or products required for the performance of this Agreement and such contracts will not be considered an assignment. The party entering into such contracts shall not be relieved from the performance of any obligation or duty required of that party by this Agreement.
- d. Compliance. The Parties will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- e. Governing Law. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas.
- f. Execution: This Agreement may be executed in duplicate copies, each of which shall be deemed an original.
- g. No Financial Implication. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. UT Tyler and SHSU are separate and independent institutions of higher education and intend to remain so.
- h. Severability. If any of the provisions or portions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

7. TERM AND TERMINATION.

- a. Upon execution of this Agreement by each party, this Agreement shall remain in effect for a period of five (5) years (the "Initial Term") unless terminated earlier by either institution as provided in subsection (b) below. Upon expiration of the Initial Term this Agreement shall renew, subject to the approval of the governing body for each Party, as may be required, for successive five (5) year increments (each a "Renewal Term") for up to twenty (20) years.

- b. Neither party may terminate this Agreement on or before June 1, 2017 without cause. After that date, either party may terminate this Agreement for convenience as hereinafter provided. Termination by one party shall be effected by giving the other institution at least one (1) year advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of that one (1) year; or (b) when all students enrolled in a course of study under the Agreement at the time of such notice have been given reasonable time to complete their respective courses of study under the Agreement, whichever event occurs last.
- c. In accordance with the terms of the above termination subsection (b), UT Tyler will continue to teach the courses included in the program of study until such time as students enrolled in the program at the time of the notice of termination may complete the program of study within a reasonable period of time.
- d. If this Agreement is terminated, neither UT Tyler nor SHSU shall be liable to the other for any monetary or other losses which may result from the termination or that have been incurred as a result of the Agreement.

EXECUTED by The University of Texas at Tyler and Sam Houston State University.

The University of Texas at Tyler:

Sam Houston State University:

By: Rodney H. Mabry
Rodney Mabry, Ph.D., President

By: Dana G. Hoyt
Dana G. Hoyt, Ph.D., President

Date: 8/30/2015

Date: 8/24/15