

EDUCATIONAL EXPERIENCE PROGRAM AFFILIATION AGREEMENT

This Educational Experience Program Affiliation Agreement ("Agreement") is between The University of Texas Health Science Center at Houston, ("UTHealth"), a component institution of The University of Texas System, ("UT System"), and Houston Community College, on behalf of the HCC VAST Academy, ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002.

WHEREAS, HCC VAST Academy ("VAST") is a program designed to provide post-secondary transition programs and comprehensive support services which lead to meaningful credentials, employment and independence for differently-abled individuals; and

WHEREAS, UTHealth provides training to students/residents/fellows and periodically desires to provide students/residents/fellows with training/educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, HCC desires to cooperate with UTHealth to establish and implement from time to time one or more Programs involving the students/residents/fellows and personnel of UTHealth and the HCC facilities and personnel of VAST.

NOW, THEREFORE, in consideration of the mutual promises herein, UTHealth and HCC agree that any Program established and implemented by HCC and UTHealth during the term of this Agreement shall be covered by and subject to the following terms and conditions:


1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of HCC and UTHealth.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of HCC and UTHealth.
4. **Responsibility of HCC:** Except for acts to be performed by UTHealth pursuant to the provisions of this Agreement, HCC will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, HCC will:
 - (a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by UTHealth;
 - (b) permit the authority responsible for accreditation of UTHealth's curriculum to inspect the facilities, services, and other items provided by HCC for purposes of the educational experience; and
 - (c) appoint a person to serve for HCC as liaison ("HCC VAST Liaison") by the following procedure:

1. HCC shall submit to UTHealth the name and professional and academic credentials of the person proposed as HCC VAST Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
 2. UTHealth shall notify HCC of UTHealth's approval or disapproval of such person within ten (10) days after receipt of such notice;
 3. no person shall act as HCCVAST Liaison without the prior written approval of UTHealth;
 4. in the event the HCCVAST Liaison approved by UTHealth later becomes unacceptable and UTHealth so notifies HCC in writing, HCC will appoint another person in accordance with the procedure outlined in paragraph 4 (c).
5. **Responsibilities of UTHealth:** UTHealth will:
- (a) furnish HCC with the names of the students/residents/fellows assigned by UTHealth to participate in the Program;
 - (b) assign only those students/residents/fellows who have satisfactorily completed those portions of UTHealth curriculum that are prerequisite to Program participation; and
 - (c) designate a member of the UTHealth faculty ("UTHealth Representative") to coordinate the training/educational experience of students/residents/fellows participating in the Program with the HCC VAST Liaison. UTHealth shall give HCC written notice of the name of the UTHealth Representative.
6. **Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
7. **Oral Representations:** No oral representations of any officer, agent, or employee of HCC, UTHealth, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
11. **Term, Termination and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year beginning January 27, 2016 ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. This Agreement may be terminated with or

without cause by either Party. If such notice of termination is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
13. **Indemnification:** To the extent authorized by the Constitution and laws of the State of Texas, and subject to the exercise by the Texas Attorney General of his/her statutory duties, HCC agrees to indemnify and hold UTHealth harmless against any and all claims, demands, damages, liabilities and costs incurred by UTHealth, which result from or arise in connection with the negligent acts or omissions of HCC or its employees, acting within the scope of their employment and in performance of obligations under this Agreement. HCC shall not provide indemnification or be liable for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by HCC. To the extent authorized by the Constitution and laws of the State of Texas, and subject to the exercise by the Texas Attorney General of his/her statutory duties, UTHealth agrees to indemnify and hold HCC and its respective trustees, officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of UTHealth or its employees.

Houston Community College

By: 

Title: Cesar Maldonado, Ph.D., P.E. P.E.
Chancellor
Houston Community College

Date: 02-09-16

**The University of Texas Health
Science Center at Houston**

By: _____
George Stancel, PhD
Executive Vice President for
Academic and Research Affairs

Date: _____



**HOUSTON COMMUNITY COLLEGE
OFFICE OF THE GENERAL COUNSEL
CONTRACT REVIEW CERTIFICATION**

DATE	2/2/2016
CONTRACT NUMBER	3204
CONTRACT TYPE	Affiliation Agreement
END USER/ SUBMITTING DEPT.	Dr. Kimberly Beatty
VENDOR NAME	UT Health Science Center at Houston
ASSIGNED ATTORNEY	Valerie Simpson

OFFICE OF GENERAL COUNSEL CERTIFICATION:

I have reviewed the aforementioned contract entirely and attest that it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum.

Signature: _____

A handwritten signature in blue ink, appearing to read "Valerie Simpson", is written over a horizontal line.

The END USER/SUBMITTING DEPARTMENT understands and acknowledges the following:

- 1) The goods/services covered by the contract have been procured in accordance with all applicable provisions of Texas law, regulations, and HCC's policies and procedures;
- 2) Confirms that all contract terms and provisions are clearly and accurately stated;
- 3) End user has reviewed and understands all provisions of the contract;
- 4) It is the end user's responsibility to ensure that all business terms contained in the contract are accurate, complete, and enforceable; and
- 5) End user ensures the contract is in compliance with all applicable laws and regulations.

Please notify Sharon Flowers, Contracts Administrator, immediately if there are any concerns with the above.