

Memorandum of Understanding  
between  
USF Tampa College of Engineering  
and  
USF Sarasota-Manatee

**THIS AGREEMENT** is made and entered into this 4<sup>th</sup> date of April, 2016 (the “**Effective Date**”) and by and between USF TAMPA COLLEGE OF ENGINEERING located in Tampa, Florida, and USF SARASOTA-MANATEE.

**WHEREAS**, USF College of Engineering Tampa and USF Sarasota Manatee wish and intend by this Agreement to establish guidelines and procedures which will allow students at USF Sarasota-Manatee to complete the first two years of the engineering curricula, including first and second year introductory engineering courses, at USF Sarasota-Manatee as part of a 2+2 program that is recognized by USF Tampa. Participation in the 2+2 program entitles USF Sarasota-Manatee students to earn credit in required prerequisite courses in math, science and engineering while earning an Associate of Arts certificate at USF Sarasota-Manatee. Participants gain an understanding of core engineering concepts prior to transferring to USF Tampa and an opportunity to accelerate completion of the Baccalaureate degree.

**NOW, THEREFORE**, the parties hereby agree to the terms and conditions set forth below:

**I. ELEMENTS OF THE AGREEMENT**

- A. To participate in the 2+2 PRE-ENGINEERING PROGRAM, USF Sarasota-Manatee students must:
1. Officially select the 2+2 PRE-ENGINEERING PROGRAM and pursue the Pre-Engineering A.A. by consulting with a USF Sarasota-Manatee advisor,
  2. Seek advisement from a qualified USFSM advisor for Pre-Engineering each semester before registering for classes.
  3. Have selected a specific engineering major by the completion of the first year of the A.A., Pre-Engineering curriculum, and
  4. Satisfactorily complete USF Sarasota-Manatee A.A. certificate, including all Pre-Engineering courses.
- B. Satisfactory completion of the USF Sarasota-Manatee Pre-Engineering A.A. will well prepare pre-engineering students to transfer to appropriate USF Engineering degree programs. Satisfactory completion of the USF Sarasota-Manatee Pre-Engineering AA guarantees admission to the USF College of Engineering. As is the case for all USF

students, progression to a specific engineering major requires that students meet departmental GPA requirements, as stated in the appropriate USF Catalog. (See Attachment: Curricular Progression Plan for 2+2 Program in Mechanical Engineering).

## **II. PROGRAM GUIDELINES**

### **1. ENGINEERING COURSES AT USF SARASOTA-MANATEE**

- a. The USF Sarasota-Manatee agrees that engineering course professors teaching at USFSM will be approved for credentialing by the specific USF engineering program the “owns” the course being taught.
- b. The syllabi used for engineering courses taught at USF Sarasota-Manatee will be the same as the corresponding engineering course at USF Tampa.
- c. USF Sarasota-Manatee will keep on file examples of all graded exercises which contribute to the final grade in a course. This documentation should consist of samples of the top grade, the median grade and of the low grade in the respective exercises. Maintaining this documentation for all degree applicable engineering courses is a requirement of the Accreditation Board for Engineering and Technology (ABET) and will be released upon request, with student name removed, to a USF department applying for renewal of ABET accreditation or undergoing site visits.
- d. USF Sarasota-Manatee will conduct outcomes assessment at the course level in compliance with ABET guidelines.

### **2. PROGRAM STANDARDS AND DELIVERY**

- a. The minimum required grade for articulated courses, unless otherwise noted, is a C. Higher GPAs may be required in some categories such as overall GPA or math/science GPA. Higher grades in specific courses critical to the major may be required. When a GPA or grade requirement is higher than “a C in each class” the curriculum will be so noted. For instance, in Mechanical Engineering, students must have a 3.0 GPA in Calculus I & II and Calculus-based Physics I.
- b. Course offerings, curricula and undergraduate requirements are subject to change and both parties must be in constant communication to maintain accurate advising materials.
- c. According to this MOU, the maintenance of advising materials pertaining to required courses, grade point average requirements and USF Tampa and USF College of Engineering entrance requirements will be the responsibility of the

respective USF Sarasota-Manatee and USF Tampa College of Engineering program representatives. USF Sarasota-Manatee and USF Tampa College of Engineering will collaborate to develop Curriculum Guidelines for any degree program included in the 2+2 plan. For the 2016/17 academic year, Pre-Mechanical Engineering will be offered; the Curricular Progression Plan for 2+2 Program in Mechanical Engineering (see Attachment), established jointly by USF Sarasota-Manatee and USF Tampa, will be included in advising materials for prospective Program participants.

- d. The objective of this MOU is to establish course sequencing guidelines for Program participants that will enable a well-prepared USF Sarasota-Manatee transfer student to complete the Bachelor of Science degree at USF Tampa in two years. Residency requirements, as may be amended by the Board of Governors, must be met for both the USFSM Associate of Arts Certificate and the USF Bachelor of Science degree.
- e. Participants who have transfer credit for engineering courses other than those specifically enumerated in this agreement, or taken at institutions other than USF Sarasota-Manatee, may ask for a course evaluation to determine program applicability by contacting the USF Tampa Office of Engineering Student Services at 813-974-2684.
- f. USF Sarasota-Manatee will select program participants based upon criteria set by USF Sarasota-Manatee.
- g. At the end of Year 2 fall semester, the USFSM Pre-engineering advisor will consult with each student about whether they are on track to complete the Pre-Engineering AA with the necessary GPA in specific calculus and physics courses to progress to the major. At the end of Year 2 spring semester, the appropriate USF Engineering department will approve students who have completed the USFSM curriculum with the necessary GPA to progress into the upper-level degree curriculum.
- h. Transfer to the College of Engineering at USF requires completion of the specified sequence of courses with the grades and GPAs required by the USF College of Engineering, the specific Engineering Program, and the USF Tampa Office of Admissions.

### **III. INSURANCE AND INDEMNIFICATION PROVISIONS**

- A. USF and USFSM are each public bodies corporate of the State of Florida, and the university's "self-insurance" limitations are provided by law. USF provides general liability insurance with the limits of One Hundred Thousand Dollars and

Zero Cents (\$100,000.00) per person, Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II.

- B. To the extent permitted by Section 768.28, Florida Statutes, both parties shall indemnify and hold harmless the other from and against any claim, liability, demands, expenses, proceedings, legal actions, attorneys' fees, court costs, and other fees arising from and out of the negligence of its officers, faculty, staff and employees, or agents of their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party's Sovereign Immunity under Florida Law.

#### **IV. TERMINATION AND REVISION**

- A. This Agreement may be terminated by either party at any time through written notice and with the following caveats:
- B. Any termination will be prospective only and will not apply to students enrolled in the 2+2 PRE-ENGINEERING PROGRAM as of the date of the termination notice or to applicants who relied on published materials offering the 2+2 PRE-ENGINEERING PROGRAM. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their degree, certificate or course, or each student's departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they graduate or depart from the program.

1. Representatives of each institution will review the substance and effectiveness of the Agreement annually.
2. As both institutions are accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), good standing with this accrediting body is essential to the continuation of the Agreement. If either institution is sanctioned or denied accreditation by SACSCOC the institution remaining in good standing may terminate this agreement with proper notice.

3. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing.

## **V. GENERAL PROVISIONS**

- A. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
- B. The parties shall not use any parties trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.
- C. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- D. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

**The University of South Florida:**

Dr. Ralph C. Wilcox  
Provost and Executive Vice President  
4202 E. Fowler Avenue, CGS 401  
Tampa, Florida 33620

813-974-xxxx  
rcwilcox@USF.edu

**With Copy to:**  
Office of the General Counsel  
Joanne M. Adamchak  
Senior Associate General Counsel  
4202 E. Fowler Avenue, CGS 301  
Tampa, Florida 33620  
813-974-1683

**College of Engineering - University of South Florida:**  
Dr. Robert H, Bishop, Dean  
4202 E. Fowler Avenue, ENB118  
4202 E. Fowler Avenue, CGS 301  
Tampa, Florida 33620  
813-974-3864  
813-974-0460 (facsimile)  
[robertbishop@usf.edu](mailto:robertbishop@usf.edu)

**University of South Florida, Sarasota-Manatee:**  
Dr, Sandra Stone, Regional Chancellor  
8350 N. Tamiami Trail  
Sarasota, FL 34243  
941-359-4340  
[sandrastone@sar.usf.edu](mailto:sandrastone@sar.usf.edu)

- E. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough, County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any

action related to or arising out of this Agreement or any transaction contemplated hereby.

- F. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- G. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
- H. This Agreement shall commence on \_\_\_\_ and will remain in effect until terminated. Either party may terminate this Agreement according to the procedures defined in Section IV A and B. If either party fails to follow the terms and conditions of the Agreement as set forth herein, the other party has the right to terminate this Agreement immediately upon written notice to the other. Such notification should be communicated to all signatories of this Agreement, or the successor in their official position. Should this agreement be terminated by either party, USF Sarasota-Manatee students who took 2+2 PRE-ENGINEERING PROGRAM courses while the Agreement was in force will be held harmless.
- I. Modifications or additions to, or deletions from this Agreement must be in writing and signed by both parties. The designated representatives for the university and college, on behalf of their respective boards of trustees are listed below:
  - Dean, USF College of Engineering
  - Regional Chancellor, USF Sarasota-Manatee

**SIGNATURES OF RESPONSIBLE AUTHORITIES**

**USF SARASOTA-MANATEE**

BY: \_\_\_\_\_

Name: Dr. Sandra Stone, Regional Chancellor

Date: 4/19/16

**THE UNIVERSITY OF SOUTH FLORIDA**

BY: \_\_\_\_\_

Name: Dr. Robert H. Bishop, Dean

Date: 4/20/16

Approved as to  
Form and Legality  
\_\_\_\_\_  
Joanne Adamchack  
Attorney - USF 4-13-16