ARTICULATION AGREEMENT
BETWEEN
University of South Florida
College of Engineering
and
University of the Virgin Islands

This Articulation Agreement is entered into by and between The University of South Florida Board of Trustees, a public body corporate, for its College of Engineering, hereafter referred to as “USF” and the University of the Virgin Islands, hereafter referred to as “UVI.”

WHEREAS, USF and UVI desire to enter into this Articulation Agreement through which student participants may simultaneously pursue a Bachelor of Science degree from UVI and the Bachelor of Science in a specific Engineering discipline from USF (the “Program”);

NOW, THEREFORE, the parties hereto agree as follows:

I. Each student enrolled in the Program will be required to first attend UVI for approximately three (3) years, completing a minimum of 76 academic credits, and then USF for approximately two (2) years, completing a minimum of 60 academic credits. After completing the academic requirements of both institutions (as set forth herein), the student shall be awarded a Bachelor of Science degree from UVI and a Bachelor of Science degree in a specific Engineering discipline from USF. Each student in the Program shall complete the requirements for the appropriate USF degree in one of the undergraduate programs listed, as the same may change from time to time:

   Chemical Engineering
   Civil Engineering*
   Computer Science
   Computer Engineering
   Electrical Engineering
   Industrial Engineering
   Mechanical Engineering

* Civil Engineering specialization tracks available: Structures/Materials/Geotechnical; Environmental/Water Resources; Geotechnical/Transportation.

II. UVI students seeking admission into the Program at USF shall be required to have first satisfied the following requirements at UVI:
A. Successful completion of the following pre-engineering courses with grade of C or better:

i. MATHMATICS
   • The full sequence of Calculus (4 terms) (MAT 241, 242, 341, 342 at UVI)
   • Ordinary Differential Equations (MAT 346 at UVI)
   • Linear Algebra (MAT 261 at UVI)
   • Other courses prescribed by major department at USF.
     If necessary, these may be taken at USF

ii. PHYSICS
    • General Physics I (PHY 241 at UVI)
    • General Physics II (PHY 242 at UVI)
    • Modern Physics (PHY 341 at UVI)

iii. CHEMISTRY
    • Two terms of Chemistry with Laboratory (General Chemistry I and General Chemistry II: CHE 151, CHE 152 at UVI)
    • Other courses prescribed by major department at USF.
      If necessary, these may be taken at USF

iv. COMPUTER SCIENCE
    • One term of computer programming language (CSC 117 at UVI)
    • Other courses prescribed by major department at USF.
      If necessary, these may be taken at USF

v. ENGINEERING
   • Other courses prescribed by major department at USF.
     If necessary, these may be taken at USF (addendum)

vi. HUMANITIES AND SOCIAL SCIENCES
    • Twenty-seven (27) credits of non-technical course work must be completed prior to admission to the Program. As part of such 27 credits, one term of Economics and two terms of English Composition are required.
    • Other courses prescribed by major department at USF.
      If necessary, these may be taken at USF

B. A minimum 3.0 (B) Grade Point Average overall and in math and science.

C. A letter of recommendation from the Dual-Degree Engineering Director at UVI.
III. UVI students will be required to submit all application materials to the USF Undergraduate Admissions Office prior to January 15 for admission to USF in the subsequent fall semester. Admissions decisions shall be made solely by USF and shall be subject to all applicable USF rules and regulations. The parties understand that students’ applications for admission will be evaluated on both academic and behavioral criteria. Students who do not meet any such criteria at USF’s sole discretion may be denied admission.

IV. Each student enrolled in the Program at USF will be required to complete a program of study comprising the standard number of credit hours required of juniors and seniors enrolled at USF.

V. Any student enrolled in the Program at USF who shall not successfully complete the requirements for the Bachelor of Science degree at USF shall, in the sole discretion of UVI, be permitted to return to UVI and shall be given an opportunity to complete the requirements for the UVI degree.

VI. Nothing herein shall obligate UVI for any tuition, fees, or other expenses related to a student’s acceptance into the Program by USF. The Parties agree that UVI disclaims any responsibility to USF to maintain liability insurance with respect to any activities conducted by a student accepted to and enrolled in the Program at USF.

VII. USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award degrees at the baccalaureate, masters and doctoral levels. The University of the Virgin Islands (UVI) is accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools and the courses will transfer between the institutions as is the normal practice of the institutions for reciprocal credit between two regionally accredited institutions. Although USF agrees to accept certain course work from UVI to be applied toward a degree in Engineering from USF that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from USF. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or coursework.

VIII. Both parties agree that each shall perform the terms of this Agreement as an independent contractor, and not as the agent or assign of the other party hereto.

IX. The term of this Agreement shall be for a duration of five (5) years from the Effective Date, unless earlier terminated in accordance with Paragraph X herein. However, the agreement should be reviewed annually by both parties to make certain that expectations and goals are being met and that the consortial arrangement remains consistent with the missions of both institutions.

X. This Agreement may be terminated by either party at such party’s sole discretion upon thirty (30) days’ written notice to the other party, provided, however, that any UVI student admitted to USF under the Program prior to the date of such notice of termination shall be allowed to complete the Program so long as such student is and remains in good standing and is making measurable progress toward Program and degree completion.

XI. Any notice or other communication required or permitted to be given or made under this Agreement shall be sufficient if in writing and shall be considered given when mailed by Certified Mail, Return Receipt Requested to the parties at the following addresses:
If to University of the Virgin Islands: If to University of South Florida:

Sandra Romano, Interim Dean Rafael Perez, Associate Dean for Academic Affairs
College of Science & Mathematics College of Engineering
University of the Virgin Islands University of South Florida
No. 2 John Brewers Bay 4202 E. Fowler Avenue, ENB 118
St. Thomas, VI 00802-9990 Tampa, FL 33620

Both parties agree to notify each other when there is a change in the designated contact person named above. The failure of either party to enforce, at any time or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision. Any waiver of a breach hereunder shall be in writing and shall not be construed as a waiver of further breaches unless expressly stated.

XII. This Agreement is the entire agreement of the parties with respect to the subject matter thereof, and supersedes any prior understanding, agreement, or correspondence. This Agreement may not be amended except in writing and signed by both parties.

XIII. 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 and the Parties shall comply with the obligations set forth in Section X.

XIV. UVI shall not use USF trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed USF mark or intellectual property in any manner without the prior written consent from USF of such use.

XV. 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.

XVI. 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.
XVII. 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.

XVIII. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

XIX. 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.

XX. IN WITNESS WHEREOF, the parties hereto have executed four copies of this instrument, each of which shall be considered an original.

University of the Virgin Islands

President David Hall
University of the Virgin Islands
Date: 2-28-2014

Camille McKayle, Interim Provost
University of the Virgin Islands
Date: 2-28-2014

Sandra L. Romano
Interim Dean
College of Science & Mathematics
University of the Virgin Islands
Date: 2-27-14

University of South Florida, Tampa, FL
Acting for and on behalf of the University Of South Florida (USF) Board of Trustees, A Public Body Corporate

President Judy Genshaft
University of South Florida
Date: 6-23-14

Ralph Wilcox, Provost
University of South Florida
Date: 6-23-14

Rafael Perez
Acting Dean, College of Engineering
University of South Florida
Date: 4-7-2014

Approved as to Form and Legal Sufficiency
Attorney, USF
March 10, 2014

Bernard Batson
College of Engineering
University of South Florida
4202 E. Fowler Avenue, ENB 118
Tampa, FL 33620

Dear Mr. Batson:

Please find enclosed the original copies of the signed Articulation Agreement between University of South Florida College of Engineering and University of the Virgin Islands for your signature. Please return, to our office, a copy of the fully executed document upon signing.

The University of the Virgin Islands looks forward to our continued working relationship.

Sincerely,

[Signature]

Camille A. McKayle, PhD
Interim Provost

CM/lt