

PLEASE KEEP THIS CERTIFICATION WITH THE DOCUMENT



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

DATE OGC APPROVED	1/3/2020
CONTRACT NUMBER	5431
CONTRACT TYPE	Articulation Agreement
END USER/ SUBMITTING DEPT.	Dr. Norma Perez
VENDOR NAME	North American University
ASSIGNED ATTORNEY	Lucie Tredennick

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: _____

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.

Articulation Agreement

Houston Community College & North American University

This formal Articulation Agreement (“Agreement”) is entered into by Houston Community College (“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, and North American University (“NA”), public institution of higher education, whose main office address is at 11929 West Airport Blvd. Stafford, TX 77477. By this agreement, effective as of December 19, 2019, HCC and NA, collectively known as “Parties” or “Institutions”, express a shared commitment to increase opportunities for student access to, and success in, higher education. By clarifying transfer policies and procedures that assure articulation between programs, the Institutions seek to forge a seamless transfer from the associate to the baccalaureate degree.

General Provisions and Terms

1. **Purpose.** This Agreement formally recognizes that both institutions are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. Student benefits include: scholarships and joint admissions.
2. **Transfer of Credit.** The Institutions will develop agreements by major which will clearly delineate courses to be taken at HCC and those to be completed at NA. These specified, individualized degree maps will be between the parties in service of the students who choose to participate in these plans. These degree maps will outline recommended courses toward a degree at NA for HCC students and specify the number of credits from HCC that are transferable to NA degree programs. These degree maps shall be developed by each party and incorporated for all purposes into this Agreement as Addendum(s).
3. **Data Sharing.** HCC and NA agree to exchange data that will contribute to the maintenance and improvement of these transfer arrangements, and promote effective cooperation between the two institutions and agree to protect students’ privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA), and comply with all applicable requirements regarding data sharing and storage of student records. HCC will provide the following data elements to NA on an annual basis, to the extent permitted by FERPA:
 - a. Directory information, as designated by HCC, for students who have expressed a stated interest in transferring to NA;
 - b. Major area of interest for students who have expressed a stated interest in transferring to NA; and

- c. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both Parties.

NA will provide the following data elements to HCC on an annual basis, to the extent permitted by FERPA:

- a. Directory information for students living in the HCC service area;
- b. Degree name and completion status of HCC transfer students;
- c. Semesters attended by HCC transfer students;
- d. Hours completed by HCC transfer students;
- e. Grade Point Average of HCC transfer students, and
- f. Student information within legal guidelines about specific students with the goal of making students aware of scholarship, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.

HCC agrees that data transferred from NA to HCC is and shall remain the sole and exclusive property of the NA. NA agrees that the data transferred from HCC to the NA is and shall remain the sole and exclusive property of HCC.

In the event that FERPA prohibits the disclosure of any of the above data elements, the institution controlling that information shall not be in breach of this Agreement for failure to disclose those data elements.

4. **Cooperative Advising.** Cooperative Advising allows students to access academic advisors at both institutions for the purpose of planning and selecting courses applicable to the anticipated degree program at both institutions. This opportunity applies to all students with an expressed interest in transferring to NA for advising on degree programs subject to this Agreement. NA agrees to provide reasonable access to academic advisors from NA to students attending HCC prior to their actual transfer and in accordance with this Agreement.
5. **Program Changes.** HCC and NA agree to promptly communicate with each other any future curriculum changes, policy changes, or resident credit requirements that will affect this agreement.
6. **Promotion.** HCC and NA agree to cooperate in communicating with each other concerning the relationship between the two institutions. HCC and NA agree to acknowledge and recognize the information in this agreement on each institution's website and via other marketing and publicity methods; any such website/marketing materials must be approved in writing in advance by both parties.
7. **Term and Termination.** Upon execution of this agreement, the arrangement shall continue for two years with automatic renewals for up to five years total until terminated by either party. Either party may terminate this Agreement after thirty (30) calendar days' written

notice is given to the other Party. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice. Immediate termination will occur if either party loses their current accreditation status. If termination due to a loss of accreditation occurs, the Agreement will end retroactive to the date the accreditation status changed.

In the event of termination of this Agreement, NA agrees to ensure students currently enrolled in or newly accepted into a Program under this Agreement, prior to the effective termination date, will be given the opportunity to complete their Degree Program with NA.

8. **Non-Exclusivity.** This Agreement does not preclude HCC or NA from entering into similar agreements with other institutions of higher education.
9. **Governing Law; Venue.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.
10. **No Waiver of Immunity.** Nothing contained in this Agreement nor the execution of this Agreement, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that either party may be entitled under law.
11. **Indemnification.** TO THE EXTENT PERMITTED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF TEXAS, THE PARTIES AGREE TO INDEMNIFY, RELEASE, AND HOLD ONE ANOTHER AND THEIR TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY NA OR HCC AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.
12. **Compliance with Laws and Regulations.** Each party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.

13. Mediation. The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.
14. Electronic Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

Certifications. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)
Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

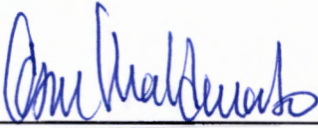
15. Notice. Amendment, renewal or extension of this Agreement will require the written agreement of both institutions. Notice of termination by either party to the other shall be in writing and addressed to the party identified below with return receipt requested, or by personal delivery:

Houston Community College:
Dr. Norma Perez
Vice Chancellor, Instructional Services
3100 Main Street
Houston, TX 77002

In witness whereof, the authorized representatives of the parties have executed this agreement in duplicate originals on the 19th of December, 2019. An original, signed copy of this agreement will

be maintained by each of the signatories. The effective date of this agreement will be the date listed herein.

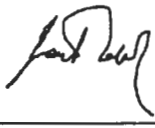
Houston Community College
Authorized Representative

By 

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


Title

Authorized Representative

By 

Faruk Taban, Ph.D.
Provost and VP for Academic
Affairs

Title