MEMORANDUM OF AGREEMENT

between

STEPHEN F. AUSTIN STATE UNIVERSITY

and

THE UNIVERSITY OF TEXAS HEALTH CENTER AT TYLER

Pertaining to the Development of Joint Collaborative Programs

Leading to a Master of Science in Environmental Science

The Purpose of this agreement is to establish and to further develop working relationships between Stephen F. Austin State University (SFASU) and The University of Texas Health Center at Tyler (UTHCT) in the area of environmental science. This will be accomplished primarily, but not exclusively, through the College of Sciences and Mathematics at SFASU and the Department of Occupational and Environmental Medicine and Occupational Health Sciences of UTHCT. The College of Forestry and other colleges within SFASU will participate in this program, as appropriate. The program meshes the teaching expertise and degree granting status of SFASU with the Texas Institute of Occupational Safety and Health (TIOSH) of UTHCT to provide education in occupational medicine and environmental sciences. No such programs presently exist in East Texas, nor are there programs as defined in this project existing presently in the State of Texas. This specific curriculum will allow various tracks of study which will include emphases in industrial hygiene, ecology, forestry, public health, basic environmental sciences, and earth sciences. The sharing of faculty expertise will occur through a telecommunication linkage between SFASU and UTHCT and, as appropriate, graduate students from either campus can participate in research projects at the affiliated campus.

Specifically, this agreement recognizes the following conditions and limitations:

1. This program will be designated as a cooperative program between SFASU and UTHCT leading to the Master of Science in Environmental Science.

2. This program will be administered by the College of Sciences and Mathematics (possibly through an Institute of Environmental Science) on the SFASU campus and by TIOSH on the UTHCT campus. These administrative units will be responsible for the development of an appropriate curriculum for satisfactorily carrying out the requirements
of this program. Any new courses or course modifications proposed for this program will be subject to the usual review by appropriate curriculum committees and administrators at SFASU as well as the Texas Higher Education Coordinating Board.

3. Students admitted to this program must meet the minimum requirements for admission to Graduate School at SFASU. Students admitted to this program will register as graduate students at SFASU and will be subject to all rules and regulations associated with such status.

4. All degrees will be granted through SFASU, however, mechanisms will be developed to give appropriate credit to UTHCT for its role in the joint master’s program. This would include a notation on the degree plan and a recognition of the collaborative nature of the program on transcripts. Any course taught on the UTHCT campus will be so designated on transcripts.

5. A mechanism will be developed to designate UTHCT faculty as faculty who are participating in this program.

6. Any research project which is carried out on a particular campus must have a faculty member from that campus designated to oversee the project.

7. Each campus will designate a campus coordinator who will be responsible for the daily operation of the program on that campus. Information regarding students will be shared between campus coordinators.

8. Both institutions agree that this program can be used to encourage joint research projects between the campuses which will provide each institution with additional opportunities for the submission of grants as well as faculty enrichment through continuing education and joint research activities.

9. This agreement may be terminated by either party when said party believes the termination is in the best interest of those involved. If the agreement is terminated, students enrolled in this program will be allowed a reasonable time period to complete their course of study.

LIABILITIES

1. SFASU shall, to the extent authorized under the Constitution and laws of the State of Texas, hold UTHCT harmless from liability resulting from SFASU’s negligent acts or omissions pertaining to its activities carried out by reason of its obligations under this AGREEMENT; provided, however, SFASU shall not hold UTHCT harmless from any claims, demands or causes of action arising in favor of any person or entity, and growing out of, incident to, or resulting from the negligence or willful malfeasance of UTHCT, its officers, agents, representatives, or employees, or any person or entity not subject to
UTHCT's supervision or control.

2. UTHCT shall, to the extent authorized under the Constitution and laws of the State of Texas, hold SFASU harmless from liability resulting from UTHCT's negligent acts or omissions pertaining to its activities carried out by reason of its obligations under this AGREEMENT; provided, however, UTHCT shall not hold SFASU harmless from any claims, demands or causes of action arising in favor of any person or entity, and growing out of, incident to, or resulting from the negligence or willful malfeasance of SFASU, its officers, agents, representatives, or employees, or any person or entity not subject to SFASU's supervision or control.

EXECUTED this the 14th day of September, 1995.

The University of Texas Health Center at Tyler

BY: ________________________________
George A. Hurst, M. D.
Director

Stephen F. Austin State University

BY: ________________________________
Daniel D. Angel, Ph. D.
President