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## Articulation Agreement Western Texas College /Texas Tech University Health Sciences Center Partnership

This Agreement is made and entered into by and between **Texas Tech University Health Sciences Center**, a public institution of higher education in the State of Texas (hereinafter "TTUHSC"), on behalf of its School of Health Professions (SHP), Department of Laboratory Sciences and Primary Care and **Western Texas College**, a public community college system (hereinafter "WTC"). As students progress successfully toward completion of the Associate of Science ("AS") degree, this agreement will ensure the seamless transition of students into the Bachelor of Science in Clinical Laboratory Sciences (BSCLS) program according to the provisions and conditions below:

This agreement serves to facilitate the admission and academic transfer of students from WTC to the BSCLS program through the TTUHSC School of Health Professions. Provisions and conditions are as follows:

1. WTC students who meet the requirements set forth below will be guaranteed an interview and considered for admission to the TTUHSC SHP BSCLS program. Even though an interview is guaranteed, this does not guarantee admissions into the program. If admitted, these students will not have any outstanding provisions to matriculation within the program:
  - a. Students must have an earned AS degree.
  - b. Students must have maintained an overall grade point average of a 2.5 within the WTC system;
  - c. Students must have maintained a minimum science grade point of 2.5 for all science prerequisite courses;
  - d. Students must complete all prerequisite courses prior to matriculation; and
  - e. Students must complete all common core curriculum requirements for the BSCLS degree, as currently required by the Texas Higher Education Coordinating Board (Texas Education Code 61.822). Students may transfer up to 66 semester credit hours at the discretion of the TTUHSC BSCLS program director.
2. This agreement will be reviewed on an annual basis and may be amended by mutual written consent of both parties by issuing an addendum to this agreement.
3. This Agreement shall start December 1, 2017 and remain in effect through August 31, 2018. This Agreement shall renew automatically on a year to year basis unless terminated in accordance with the following.


Either party may terminate this Agreement with or without cause by giving the other party 120 days written notice.
4. **Dispute Resolution.** In the event that TTUHSC and WTC hereto fail to agree with respect to any matter covered by this agreement, other than termination without cause, this issue in dispute shall be submitted to non-binding arbitration or to mediation, conducted pursuant

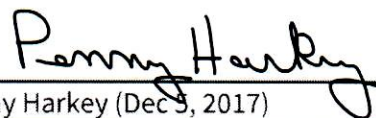


to Chapter 154, Alternate Dispute Resolution Procedures, Texas Civil Practice and Remedies Code, each party to be responsible for its own costs. This clause will survive the expiration or termination of the Agreement, whether for cause or without cause.

5. Venue and Governing Law. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice and Remedies Code and any amendments thereto.
6. Authority.
  - a. The person(s) executing this Agreement on behalf of TTUHSC and WTC warrant and guarantee that each has been duly authorized to execute this Agreement on behalf of the parties and to validly and legally bind the parties to all of its terms, performances, and provisions.
  - b. Neither TTUHSC nor WTC shall have the authority to represent or otherwise bind the other, nor shall any of their respective agents, employees or representatives be constructed to be the agent, employee or representative of the other.

EXECUTED IN TWO (2) original counterparts on this 5th day of December, 2017.

  
Dr. Barbara Beebe  
President  
Western Texas College

  
Penny Harkey (Dec 5, 2017)  
Penny Harkey  
Vice President and Chief Financial Officer  
Texas Tech University  
Health Sciences Center

12-7-17  
Date

Dec 5, 2017  
Date

