

UNIVERSITY OF DALLAS



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF DALLAS
AND
TEXAS WOMAN’S UNIVERSITY SYSTEM**

This Agreement to offer educational opportunities within the field of nursing for University of Dallas students at Texas Woman’s University System is entered into between the University of Dallas (“UD”), an educational corporation organized and existing under the laws of the State of Texas with its principal place of business located at 1845 E. Northgate Drive, Irving, Texas and the Texas Woman’s University System (“TWU”) located at 304 Administration Drive, Denton, Texas (individually, a “party,” or an “institution,” together, the “parties”). To carry out the purposes of this Agreement, UD and TWU understand the following.

ARTICLE I. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to develop an academic partnership (the “Program”) between UD and TWU in the shared conviction that the Program will unite the resources of one of the finest nursing programs in the country, that of Texas Woman’s University System (TWU), with those of one of the country’s best liberal arts colleges, the University of Dallas (UD). UD and TWU wish to cooperate with each other by providing courses and administrative support services to students interested in pursuing the Bachelor of Arts (BA) or the Bachelor of Science (BS) degree in Biology from UD, and the BSN degree in Nursing from TWU. Up to five (5) UD students who meet the GPA requirement each academic year will be automatically admitted into the nursing program at TWU, Dallas Campus, enabling students to complete the BA or BS at UD and the BSN at TWU in five years.

ARTICLE II. PROGRAM LIAISONS

Each party will designate an individual to act as a program liaison for this Program (the “Program Liaison”). The Program Liaison will act as an advisor to the students and faculty in academic and logistical matters. The designated Program Liaisons for the purpose of this Agreement are:

On behalf of UD:

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Philip Harold, Dean, Constantin College of Liberal Arts
 University of Dallas
 1845 E. Northgate Drive
 Irving, TX 75062
 Email address: pharold@udallas.edu

On behalf of TWU:

Dr. Rosalie O. Mainous, Dean and Professor, College of Nursing
 Texas Woman's University
 304 Administration Drive
 Denton, TX 76204
 Email address: nursing@twu.edu

ARTICLE III. SCOPE OF SERVICES

- A. Each institution will review and evaluate for enrollment into the academic programs qualified applicants in accordance with UD and TWU's normal and customary admissions standards. All academic decisions relating to eligibility, admission, continuation in and graduation from the Program shall be made by the receiving university and will be made known to senders' responsible officers (Program Liaison and relevant staff). Application and admission guidelines are listed in Article V of this Agreement.
- B. After appropriate review, each institution will notify qualified applicants of their admission and eligibility to enroll in the Program. UD and TWU shall communicate directly with the individual applicants regarding matters related to admission eligibility.
- C. UD and TWU shall comply with applicable requirements of any accreditation authority and shall certify such compliance upon request.
- D. The total number of credit hours in the suggested curriculum is 174, with 100 credit hours taken at UD and 74 credit hours at TWU. Students will benefit from the academic expertise of both institutions. The State of Texas in turn will profit from continuing this initiative which will produce additional liberally-educated health care professionals and do so at a lower cost to state taxpayers than could be done otherwise.

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- E. Each institution will promote the shared offerings of the Program in their marketing and communications materials. Both universities will participate in knowledge transfer, research opportunities, and course development to support existing and new courses.
 - F. The College of Nursing will accept the degree plan set forth by UD for early admissions to the Nursing Program assuming all the prerequisite hours are met. UD will accept course work taken at TWU through this program for completion of the BS or BA degree in Biology.
 - G. Listed below in Article VI are the courses accepted as pre-requisite courses from UD to the Nursing Program at TWU. Given in the Appendix to this agreement is a suggested five-year degree plan.

ARTICLE IV. MUTUAL REPRESENTATIONS

- A. Each university will promote this Program to UD and TWU's existing student body and in UD and TWU's promotion and advertising for prospective students.
- B. Each university will identify and recommend qualified applicants for enrollment into the Program with the understanding that all final academic decisions related to eligibility, admission, continuation in and graduation from the Program shall be made by each university based on their guidelines, policies and procedures.
- C. Each university warrants and represents that it has full title and ownership in and of the academic content provided through and under this Agreement, that all content is original and owned by the party presenting it. Each party further warrants that it has legally acquired all requisite rights, title or interest for purposes of this Agreement and that to the best of each university's knowledge and belief, this Agreement does not violate any right, title, or interest of any third party or entity.
- D. Each university will comply with all relevant federal, state and local laws of the United States of America and the state of Texas. TWU and UD shall also comply with applicable requirements of any accreditation authority and shall certify such compliance upon request.



ARTICLE V. ADMISSIONS CRITERIA FOR THE PROGRAM

In order to be considered for admission into the Program, applicants must meet the following minimum requirements:

- A. A student admitted to the University of Dallas who wishes to participate must notify the Chair of the UD Department of Biology (“Biology Chair”).
- B. The student must obtain, complete and submit a Self-Assessment form for pre-health students.
- C. The student must schedule an interview with the Biology Chair to discuss the student’s interest in and aptitude for the Program.
- D. The student must obtain approval to participate in the Program from the Biology Chair.
- E. The student may apply to the TWU Nursing Program, following their application deadlines, once they achieve junior class standing and have completed the UD core courses, or concurrently enrolled in the remaining courses to complete the UD core requirement and the required TWU nursing pre-requisite courses, with a cumulative GPA of 3.5 in them.
- F. The student enters the curriculum designed by UD that shall include the minimal course requirements as outlined below by the TWU College of Nursing.

ARTICLE VI. PROGRAM DESCRIPTION

Participants in the Program will be assigned an advisor at TWU to provide the student with personal contact during the initial course of study at UD. The advisor will also aid the student in the timely completion of processes, such as completing the TWU College of Nursing admissions procedures.

- A. A student with junior class standing who has completed the UD core courses, or concurrently enrolled in the remaining courses to complete the UD core requirement and the required TWU nursing pre-requisite courses, will apply for admission to the TWU Nursing Program following their deadlines for application (February 1 for the fall and August 15 for the spring). Students admitted to the TWU Nursing Program will be notified no later than April 1 of the same year concerning fall admission, and October 15 of the same year concerning spring admission. Normally at the end of the fifth year, upon the completion of all of the core and major degree requirements at UD and the

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completion of all of the degree requirements at TWU, students will be granted a BS or BA degree in Biology from UD and a BSN degree in Nursing from TWU. Students may also transfer over the courses from TWU early and receive the BA or BS from UD in 4 years and the BSN in Nursing from TWU in the 5th year. Students who withdraw from this program and who have completed the undergraduate degree requirements at UD will be granted a BS or BA degree in Biology. Students in this situation must inform the Biology Chair and the UD Registrar of their decision to withdraw no later than September 15 for graduation at the end of the fall semester or February 15 for graduation at the end of the spring semester during the year of graduation from UD.

- B. Students who do not fulfill the requirements of this early admissions program are in no way precluded from applying to the Nursing Program at TWU through the usual process.
- C. The transfer guide contained in the table herein below is based on the degree requirements of the TWU Undergraduate Catalog 2020-21 and is subject to change. Equivalent courses listed below are the recommended guidelines to satisfy TWU pre-requisites; alternate courses may be acceptable. It is the responsibility of the student to verify the applicability of this information with both institutions.

Transfer Guide

Courses accepted as pre-requisite courses from UD to the Nursing Program at TWU

TWU-Nursing	Credit Hours	UD Equivalent	UD Description
American History2 courses	6	HIS 1311 and 1312	Am Civilization I and II
US Government1 course	3	POL 1311	Principles of Am Politics
Texas Government (GOVT 2023)	3	Taken at TWU	
Psychology - 1 course	3	PSY 2313	Intro to General Psychology

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Statistics - 1 course	3	MATH 2305	Statistics
Nutrition	3	BIO 3338	Nutrition
Chemistry - 1 course of general chemistry for science majors, with lab	4	CHE 1303, 1304	General Chemistry 1 with lab
Bacteriology - 1 course with lab	4	BIO 3327, 3127	Microbiology with lab
Anatomy & Physiology - 2 courses with labs	8	BIO 3323, 3123 BIO 3331, 3131	Anatomy with lab Physiology with lab

ARTICLE VII. TUITION & FEES

For the determination of tuition, fees, room and board costs, and financial aid, students in this Program are considered full-time students at UD during years one through three, and full-time students at TWU during years four and five. Tuition and fees for students taking classes at TWU during years one through three and at UD for years four and five will be based on the per course rates.

Students will pay tuition to the institution at which they are taking classes as per the most current Tuition & Fees Schedule of that university. Students pay only the tuition and fees of the courses taken at that university. The institution in which the student has full-time enrollment is responsible for calculating financial aid, disbursing aid, monitoring satisfactory progress and other student eligibility requirements, keeping records, and returning funds in the event of withdrawal from the program.

The amount paid per term is dependent upon the amount of credit hours the student is enrolled in. Students will be held to the Add/Drop/Withdrawal Policies and posted Refund Schedule of each institution.

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ARTICLE VIII. TERM, RENEWAL AND TERMINATION OF THE AGREEMENT

- A. Term. This Agreement will be effective upon signature by the respective officers of the institutions involved in the Program for the period beginning on January 1, 2022 and continuing through January 1, 2032 (the “Term”).
- B. Annual Review. This Agreement will be reviewed annually during its first five years (January 1, 2022 through January 1, 2027), in order to accommodate any curriculum, process, or deadline changes made by TWU to their programs, or to expand it to include other additional program offerings at TWU that might be included in this agreement.
- C. Renewal. This Agreement may be renewed for successive five-year terms only upon the written agreement of both parties.
- D. Termination. This Agreement may be terminated by UD or TWU by written notice. Such written notice must be given at least one hundred and eighty (180) days before the following academic term to the Program Liaison. Such termination shall not affect the rights of any students formally approved for

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and/or enrolled in the Program prior to receipt of such notice. Either party may terminate the Agreement at any time in the event of breach by the other party.

ARTICLE IX. INTELLECTUAL PROPERTY

- A. Trademarks. UD and TWU are entitled to use each other's logo and related promotional material only for the purpose of marketing the specific Program outlined in this Agreement. All promotional material and any subsequent revisions concerning the programs of this Agreement must be submitted to and approved by the partner institution through the Program Liaison prior to use.
- B. Curricula and Copyrighted Materials. All curricula, documents, plans, drawings, surveys, specifications, and other materials prepared and

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furnished by either party under the Agreement shall remain the property of the authoring party. Should the parties co-author any materials a separate written agreement will govern the copyright ownership of the same.

ARTICLE X. CONFIDENTIAL INFORMATION

During the Term, either party may be provided, have access to or be exposed to information, data or materials (the “Receiving Party”) that the other party (the “Disclosing Party”) or an Affiliate of the Disclosing Party regard as confidential, including intellectual property, marketing and sales information, customer lists, “know-how,” or other proprietary information (collectively “Confidential Information”). All Confidential Information received by Receiving Party (including information disclosed in any preliminary discussions or negotiations in contemplation of Work Product and the existence of such discussions or negotiations), directly or indirectly, shall be held in strictest confidence by Receiving Party, who shall not directly or indirectly disclose or use any Confidential Information, except 1) for the purpose of conducting business with Disclosing Party under this Agreement, 2) as may be required by law and then only after consultation with the Disclosing Party, or 3) to a court for the purpose of enforcing or interpreting this Agreement. Confidential Information shall not include any information which is already in the public domain, provided such information is not in the public domain as a consequence of disclosure by a party in violation of this Agreement.



ARTICLE XI. AMENDMENTS AND MODIFICATIONS

Either party may request an amendment or modification to this Agreement. To become effective, each amendment or modification shall be in writing and signed by authorized representatives of both parties. Oral representations of any officer, agent, or employee of UD or TWU shall not alter, affect, or modify any obligation of the parties set forth in this Agreement.

ARTICLE XII. INDEMNIFICATION

- A. In no event will either party be liable to the other party or third parties for incidental or consequential damages including, without limitation, lost profits, or indirect or special damages, even if such party is aware of the possibility of such damages. Such party's liability hereunder will in no case exceed any monies paid to it by the other party under the Agreement for the term during which such claim accrues.
- B. Except as provided in subsection (A) above and to the extent permitted by the Constitution and the laws of the State of Texas, each party agrees to indemnify and hold harmless the other party from and against any and all loss, cost, claim, expense or liability (including but not limited to attorney's fees), resulting from the loss of life or personal injury to any person or the loss of or damage to any property arising from, incident to or in connection with the negligent acts or omissions of the indemnifying party; provided, however, the responsibility of the indemnifying party to indemnify the other party shall be reduced in proportion to the negligence of the other party, if any, which proximately contributed to said loss of life, personal injury or property loss or damage.
- C. It is understood and agreed between parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement to the extent they would otherwise be liable under law. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

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- D. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any defense available at law or in equity for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither TWU nor UD shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility and in accordance with the applicable laws of the State of Texas, subject to all defenses available to them.
- E. TWU and UD shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against TWU or UD by any third party resulting from or related to the services performed under this Agreement.
- F. The indemnification extended by each party to the other under the Agreement shall extend not only to the University, but also to the University Board of Trustees, its officers, employees and agents.
- G. The indemnity provided hereunder shall be without additional charge.

ARTICLE XIII. INSURANCE

Each party shall maintain insurance policies as it may determine, including Commercial General Liability insurance, Worker's Compensation insurance and Property insurance. Such insurance may be in amounts and have deductibles that each party may elect.

ARTICLE XIV. NO JOINT ENTERPRISE; INDEPENDENT CONTRACTOR STATUS

No employee of either party to this Agreement shall be considered an agent, servant, or employee of the other party. The relationship of UD and TWU is that of independent institutions of higher education engaged in a program of academic exchange equally benefiting both parties. Nothing in this Agreement shall be

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construed to create a relationship of corporate partnership, joint venture, or agency by or between UD and TWU. Neither party shall be the agent of the other or have the authority to bind the other.

ARTICLE XV. FORCE MAJEURE

If the performance of any obligation, in whole or part, by a party under the Agreement is prevented, restricted, interfered with, or becomes commercially impractical due to causes beyond the reasonable control of the party, including, but not limited to, acts of God, acts of terrorism, civil disorder, industrial disputes, natural disaster, public health risk, governmental action, interruption or curtailment of commercial or public transport, or the issuance of a travel advisory, travel warning, travel alert, or public health alert by a governmental organization, then the impacted party will be excused from such performance due to such prevention, restriction, interference, or commercial impracticality.

In the event of a Force Majeure, the impacted party must notify the other party if the Force Majeure prevents (or is likely to prevent) it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.

The party affected by the Force Majeure must endeavor to work around or overcome the effect of the Force Majeure and must keep the other party informed of the continued and expected duration of the Force Majeure and of any measures taken to comply with the Agreement.

ARTICLE XVI. DISPUTE RESOLUTION

Any claim, dispute or controversy arising under the Agreement, or breach of the Agreement, shall first be determined through mediation, unless otherwise required by law.

ARTICLE XVII. NONWAIVER

No waiver of any breach of the Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of the Agreement.

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ARTICLE XVIII. SEVERABILITY

If any provision of the Agreement is held invalid by a court of competent jurisdiction, that provision shall be severed from the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.

ARTICLE XIX. GOVERNING LAW

The Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is governed by the laws of the State of Texas. For the avoidance of doubt, the interpretation of the terms and conditions shall be governed by the laws of the State of Texas and the performance of the Services shall be in full compliance with the laws of the State of Texas. The Agreement supersedes all other agreements and understanding, both oral and written, between the parties relating to the subject matter of the Agreement.

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IN WITNESS WHEREOF, the
 Woman’s University System,
 caused their proper and duly authorized officers to execute and deliver this
 Agreement as of the _____ last day and year
 written below.

University of Dallas and the Texas
 intending to be legally bound, have

The University of Dallas

Texas Woman’s University System

 Dr. Philip Harold
 Dean,
 Constantin College of Liberal Arts

 Dr. Rosalie O. Mainous
 Dean
 College of Nursing

Date: _____

Date: _____

TWU APPROVED AS
 TO LEGAL FORM:

 Dr. Tammy Leonard
 Interim Provost

 Dr. Carolyn Kapinus
 Executive Vice President for Academic
 Affairs and Provost

Date: _____

Date: _____

APPENDIX

Year 1: University of Dallas			
Fall	Cr	Spring	Cr
BIO 1311/1111 Gen Bio I/Lab	4	BIO 1312/1112 Gen Bio II/Lab	4
CHE 1303/1103 Gen Chem I/Lab	4	CHE 1304/1104 Gen Chem II/Lab	4
ENG 1301 Lit Trad I	3	ENG 1302 Lit Trad II	3
PHI-1301 Phil & Ethical Life	3	THE-1310 Under the Bible	3
LANG 2311 Second Yr Language I	3	LANG 2312 Second Yr Language II	3
Year 2: University of Dallas			

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Fall	Cr	Spring	Cr
BIO 3327/3127 Microbiology/Lab	4	ENG 2311 Lit Trad III	3
CHE 3321/3121 Org Chem I/Lab	4	HIS 2301 Western Civ I	3
POL 1311 Principles of Am Politics	3	PHI 2323 The Human Person	3
PSY 2313 General Psychology	3	THE 2311 Western Theo Trad	3
HIS 2302 Western Civ II	3	ART 2311 Art & Arch/Rome	3
Year 3: University of Dallas			
Fall	Cr	Spring	Cr
BIO 3323/3123 Anatomy	4	BIO 3331/3131 Physiology	4
PHY 2305/2105 Gen Phys I/Lab	4	PHY 2306/2106 Gen Phys II/Lab	4
MAT 2305 Intro to Statistics	3	ECO 1311 Fund of Economics	3
HIS 1311 Am Civ I	3	HIS 1312 Am Civ II	3
PHI 3311 Phil of Being	3	BIO (Organism to Population level)	3
Flexible (taken by Year 3 Spring)			
Calculus I or Quantitative Literacy PSY 3329 Develop. Life Span BIO3338 Nutrition MCWS Multicultural Women’s Study Texas Government			

Notes:

- Calculus accepted, or student may take MAT1332 Quantitative Literacy for TWU prerequisite.
- Nutrition is offered at UD as BIO4V43 and at Northlake as BIO1322.
- Texas Government offered at Northlake as GOV2306.
- Lifespan Development offered at Northlake as PSY2314.
- There are many options for your Multicultural Women’s Study (MCWS) course—if graduating UD by Year 4 MCWS is not required.
- This course schedule assumes the student will test out of the first year of their language.
 - Nursing Elective can be taken in either Year 4 (Spring) or Year 5 (Fall or Spring).

Year 4: TWU

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Fall	Cr	Spring	Cr
NURS 3005 Concepts & Clinical Comp	5	NURS 3025 Wmn's Hlth & Family	5
NURS 3614 Nursing Assessment	4	NURS 3035 Adult Health Comp I	5
NURS 3813 Pharmacology	3	NURS 3612 Intro to Research	2
BIOL 4344 Pathophysiology	4	NURS 4602 Exp with Groups	2
		NURS 4612 Aging Family	2
Year 5: TWU			
Fall	Cr	Spring	Cr
NURS 4045 Adult Health Comp II	5	NURS 4026 Critical Comp Integ	6
NURS 4055 Child Health Comp	5	NURS 4614 Comm Health Comp	4
NURS 4615 Mental Health Com	5	NURS 4803 Leadership & Mgmt	3
Nursing elective	2		

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