

Utah Valley University Articulation Agreement

This Articulation Agreement (the “Agreement”) is entered into as of the last signature date below (the “Effective Date”) by and between Utah Valley University, a body politic and corporate of the State of Utah (“University”), and Davis Technical College, a State Technical College (“Institution”), each a “Party” and collectively, the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. COURSE ARTICULATION

1.1 Students that transfer from Institution must meet current UVU admission requirements and deadlines, provide an official transcript from Institution to UVU, and pay all application/admission fees associated with the awarding of credit and acceptance into UVU. Before admission to UVU, students of the Institution must meet with the applicable program advisor at UVU. Institution students cannot transfer these credits to other UVU programs or to other USHE institutions. Students of the Institution will have five years in which to start an applicable UVU program, at the discretion of the receiving academic department.

1.2 UVU will accept the following as UVU credit satisfaction pursuant to the table below:

Institution Course and Completed Hours¹	UVU Equivalent Credit Satisfaction
AEID 1055 & 1155 Visual Communication I Analogue (45 hours) & II Digital with AutoCAD (45 hours)	EGDT 1040 Fundamentals of Technical Engineering Drawing (3 credits)
AEID 1855 Architectural CAD II: Residential Architectural Drafting in Revit (90 hours)	EGDT 1020 3D Architectural Modeling (3 credits)
AEID 1695 Solidworks I for Engineers (90 hours)	EGDT 1071 3-Dimensional Modeling- Solidworks (3 credits)
AEID 1655 Architectural CAD I: Drafting & Blueprint Reading in AutoCAD (120 hours)	EGDT 1100 Architectural Drafting and Design (3 credits)
AEID 2495 Industrial Design with GD&T (120 hours)	EGDT 1200 Mechanical Drafting (3 credits)
AEID 2900 Portfolio Development + Exit Interview (30 hours)	EGDT 2870 Portfolio and Career Preparation (1 credit)
	Total Credits:16

1.3 The Parties agree to review annually their current programs and the articulation, to ensure each still meet UVU requirements and evaluate new Institution programs for consideration. A current description of these programs will be maintained on the applicable websites of both the Institution and UVU. Institution will notify UVU if there are any changes to the programs covered under this Agreement.

2. TERM AND TERMINATION

2.1 **Term.** The initial term of this Agreement (the “**Initial Term**”) will begin on the Effective Date and will continue until one year from the Effective Date, and will renew each year thereafter for additional one year terms unless either Party provides at least 30 days’ prior written notice before each applicable renewal date to the other Party of its intent to terminate this Agreement.

2.2 **Termination.** Either party may terminate this Agreement for cause upon 30 days written notice to the other party for a material breach if such breach is capable of cure and remains uncured on expiry of such 30 days’ notice. Either Party, in its sole discretion, may also terminate this Agreement at any time, without cause, by providing at least 120 days’ prior written notice to the other Party.

3. MISCELLANEOUS

¹ Partial completion of coursework will not be accepted by UVU.

- 3.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. No "shrink-wrap," or "click-through" terms and conditions, or reference to terms and conditions set out at a URL not set out in full and attached to this Agreement will be effective, regardless of when opened or clicked, or when or where referenced.
- 3.2 **Assignment.** Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).
- 3.3 **Injunctive Relief.** Actual or threatened breach of Section 6 (Intellectual Property), or Section 7 (Confidentiality) may cause immediate, irreparable harm that would be difficult to calculate and could not be remedied by payment of damages alone. Accordingly, either party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 3.4 **Utah Valley University Name.** Nothing in the Agreement establishes in Institution any right or interest in Utah Valley University's names or marks, including such names as "Utah Valley University," "UVU," or any derivation thereof. Institution agrees not to use, attempt to use, or assert ownership or any interest in any intellectual property of University, including any name or mark without UVU's written consent.
- 3.5 **No Third-Party Beneficiaries.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).
- 3.6 **Notice.** For purposes of providing notice under this Agreement, the parties hereby designate the following individuals. Notice shall be sufficient under this Agreement if notice is mailed, in writing, via first-class, prepaid postage to the following:

If to UVU:

Utah Valley University
Attn: General Counsel
800 W University Pkwy
Orem, UT 84058

If to Institution:

Davis Technical College
Attn: VP Instruction
550 East 300 South
Kaysville, UT 84037

- 3.7 **Governing Law and Venue.** The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah. Any requirement to submit to binding arbitration for dispute resolution shall be void and unenforceable.
- 3.8 **Waiver and Severability.** No failure to exercise or enforce any right or provision of this Agreement, nor any waiver of any default or breach of this Agreement by either party will be deemed to imply or constitute a waiver of any other default or breach of this Agreement by either party. In the event that one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the enforceability of remaining provisions will be unimpaired.
- 3.9 **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. University may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of this Agreement.

3.10 **Relationship of the Parties.** The parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment agency, joint venture, or partnership relationship.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

DAVIS TECHNICAL COLLEGE

DocuSigned by:
By: Leslie Mock
D72DBA7F77AA4EA...

Name: Leslie Mock

Title: Vice President of Instruction

Signature Date: 2/1/2021

DocuSigned by:
By: Kinley Puzey
EE94034B27DA4F2...

Name: Kinley Puzey

Title: Director of Technical Programs

Signature Date: 2/1/2021

UTAH VALLEY UNIVERSITY

DocuSigned by:
By: Kathleen Brown
9296746541404B3...

Name: Wayne Vaught

Title: Provost/Vice President-Academic Affairs

Signature Date: 2/1/2021

DocuSigned by:
By: Saeed Moaveni
95C0EB92C86B483...

Name: Saeed Moaveni

Title: Dean

Signature Date: 2/1/2021

DocuSigned by:
By: Sid Smith
32893F9E23D54AF...

Name: Sid Smith

Title: Dept. Chair

Signature Date: 2/3/2021