

Appendix B

Memorandum of Understanding (MOU)

between

University of Maryland, Baltimore County (UMBC)

and

The Universities at Shady Grove (USG)

and

Montgomery College (MC)

I. IDENTIFICATION OF PARTIES

UMBC is a constituent institution of the University System of Maryland, an agency of the State of Maryland, located at 1000 Hilltop Circle, Baltimore, Maryland, 21250.

Montgomery College (MC) is a public, open admissions community college located at 20200 Observation Drive, Germantown, MD 20876. MC has three campuses plus workforce development/continuing education centers and off-site programs throughout Montgomery County.

The Universities at Shady Grove (USG), a Regional Higher Education Center, is a partnership of nine University System of Maryland (USM) universities on one campus in Montgomery County, located at 9630 Gudelsky Drive, Rockville, MD 20850. UMBC offers undergraduate and graduate programs for credit at USG.

II. PREAMBLE

This MOU constitutes an agreement between UMBC, MC, and USG. The agreement has been developed jointly in order to facilitate the launch of UMBC's 2+2 Bachelor of Science (BS) program in Translational Life Science Technology (TLST) which articulates with Montgomery College's Biotechnology Program, as described in a separate Articulation Agreement: Associate of Applied Science (A.A.S.) degree in Biotechnology.

UMBC and MC faculty have worked as equal partners to design the TLST program, which we believe will serve as a national model for life science education and for community college-university collaboration. In addition to the TLST program's curricular distinctiveness, the upper division of the program will be offered in Montgomery County in the heart of the life science research corridor.

UMBC and USG have been partners in offering upper division undergraduate and graduate programs for nearly two decades.

The TLST program is designed to address the need for biotechnology and life science professionals in Montgomery County and the state of Maryland. As institutions with steadfast commitments to offering every student our very best, UMBC, MC, and USG are committed to a strong TLST partnership. This MOU is our roadmap for program implementation.

III. DUTIES AND OBLIGATIONS

It is the intention of all parties to start offering the UMBC TLST program in fall 2017, providing that program approval by UMBC, USM, and MHEC is obtained, and funding is in place.

UMBC will initially offer all the upper division Biotechnology (BTEC) courses of the UMBC TLST program, as shown in the table below, at the MC Germantown campus. The additional courses listed below, General Education Program (GEP) and program electives, will be offered by UMBC at the USG campus. If the program start date occurs fall 2017, UMBC will offer the 3rd year BTEC courses during AY 2017-18 at MC and all 4th year BTEC courses at MC during AY 2018-19. Independent of the start date, the 3rd and 4th year BTEC courses will be offered at MC across two consecutive academic years. Offering all upper division BTEC courses at one location at MC for the first two years of development and implementation of the UMBC TLST program, per this plan, will provide for a strong and smooth program start, continuity for students, and for interaction among all program faculty.

Starting with the fall semester after the program has been at MC for two years, (e.g. fall 2019 if the program starts fall 2017), UMBC will begin to transition upper division BTEC courses of the UMBC TLST program to USG, based on a plan mutually agreed upon by UMBC, MC, and USG. The transition will begin to occur two academic years after the first fall semester start date. The planning of the transition will begin the fall after the first fall semester (e.g. fall 2018 if the program starts fall 2017). In developing and implementing the transition plan, the parties will determine the best approach for the

program going forward consistent with the terms of the renewal of this agreement. Considerations in developing the transition plan will include, among other factors, the level of readiness of the Biomedical Sciences and Engineering Education (BSE) building at USG, establishing a class schedule for the UMBC TLST students that will have the students attending classes only at one location on the same day, and offering all the BTEC courses for the first four semesters at MC. The transition plan will take into consideration any implications of a possible delay in completion of the BSE building at USG by fall 2019. UMBC will offer the UMBC TLST program fully at USG as expeditiously as feasible.

If UMBC finds that it needs to offer any 100- or 200-level STEM courses at USG, UMBC will apply to MC for a waiver to do so.

A. Facilities – General

Montgomery College's new 145,000 square foot Bioscience Education Center building (BE) with 25 laboratories and a mock manufacturing suite offers state-of-the-art equipment and hands-on learning opportunities. Two dedicated laboratory classrooms, two lab prep rooms, a recitation room, four faculty offices, and access to the Science Learning Center in BE will support the UMBC TLST program and students.

More than 600 UMBC students - and dozens of faculty and staff - benefit from the full complement of state-of-the-art classrooms, services, and academic support offered on the USG campus. USG is expanding its campus to include a new 220,000 GSF/135,414 NASF instructional facility, the Biomedical Sciences and Engineering Education building (BSE), scheduled to open in the fall of 2019. With this addition, USG will provide state-of-the-art laboratories, active learning classrooms, clinical training facilities, academic offices and an expanded level of student services necessary to support program and enrollment growth in the STEM fields.

UMBC does not have at this time laboratory facilities on the main campus to support the TLST program.

B. Faculty:

1. Through the partnership being fostered by this MOU, UMBC TLST faculty and MC Biotechnology Program faculty will establish and nurture an ongoing collegial relationship with strong collaboration between the two groups through the following activities: joint course development, periodic (i.e., quarterly) faculty meetings, mentoring of student research projects, joint presentations at conferences, and shared professional development opportunities, among others.
2. Montgomery College faculty will continue to teach the associate's degree program in biotechnology, which is the first two years of the TLST Program, and will maintain the established brand and currency of the program through its ongoing collaboration with local biotechnology industry. Courses will continue to be taught by MC's highly-qualified faculty.
3. UMBC will appoint, contract with, and supervise all faculty in the upper division (Years 3 and 4) portion of the UMBC TLST program and will conduct all instruction in the upper division (Years 3 and 4).
 - a. If UMBC requests, Montgomery College will assist with faculty recruitment in the following ways: recommending adjunct faculty, facilitating connections with experts in biotechnology companies, etc.
4. Montgomery College will provide UMBC faculty teaching in the TLST program with a free orientation to Montgomery College and to the Germantown Campus; free library and use of recreational facilities; Montgomery College e-mail addresses; and access to the emergency notification system.
5. UMBC faculty will use UMBC course management systems (i.e., Blackboard and myUMBC) to conduct course business with students and staff.
6. USG will issue faculty identification cards to UMBC TLST faculty assigned to the USG campus in order to access the services provided for all UMBC faculty assigned to USG and to comply with existing security policy at the USG campus.

C. Existing Agreements:

1. UMBC will honor all previously executed or subsequently executed agreements with USG and its partner institutions including agreements on: counseling services, the delivery of student and academic services, support for students with disabilities, student information and data sharing.
2. UMBC will honor all previously executed agreements with MC.

D. Program Location:

The parties intend to start offering the UMBC TLST program in fall 2017, if program approval by UMBC, USM and MHEC, as well as funding, are in place.

1. The location(s) and time frame at which UMBC's TLST courses, GEP courses, and program electives shall be offered are described in Section III. Duties and Obligations of this MOU.
2. UMBC will base TLST administrative activity on the USG campus.
 - a. TLST program faculty and staff will have offices at MC and at USG.
 - b. UMBC will identify all TLST students with the Shady Grove campus (SHGR) designation. This campus designation will remain the same regardless of the location of coursework (MC-Germantown or USG).
 - c. UMBC will lead scheduling of program activity and faculty assignment each semester in accordance with UMBC scheduling deadlines and procedures. UMBC will work in conjunction with MC to ensure building availability and access to meet the needed schedule.
 - d. USG will provide room scheduling (classrooms, labs, teaching areas, etc.) for TLST classes held on the USG campus. USG assigns space (office, education, student or instructional research) upon request and UMBC will follow existing USG procedures for requesting space.
 - i. USG will work with UMBC on scheduling of rooms at USG to support the UMBC TLST program. It is expected that no students will be required to commute between MC and USG on any given day.
 - ii. USG will provide IT support to UMBC TLST students and faculty when they are on the USG campus through in-office or in-call communications per the IT help desk schedule available online at <http://www.shadygrove.umd.edu/campus-services/oit>.
 - e. MC will provide room scheduling (classrooms, labs, teaching areas, etc.) for UMBC TLST classes held on the MC campus. MC assigns space (office, education, student or instructional research) upon request and UMBC will follow existing procedures for requesting space.
 - f. UMBC students, faculty, and staff are subject to the policies and procedures of the University System of Maryland and UMBC in the conduct of UMBC courses at MC and USG.
 - g. Regarding other areas beyond academics and coursework, UMBC students, faculty and staff will also follow the regulations, policies, and procedures of MC or USG, as appropriate when they are on each campus. This includes campus closures. The specific campuses are responsible for

ensuring that notification and information is provided to the people subject to the campus regulations, policies and procedures.

3. Facilities - Specific

a. MC will provide

- i. Two laboratory classrooms in the Bioscience Education Center on the Germantown Campus
- ii. Two laboratory prep rooms in the Bioscience Education Center (BE)
- iii. One recitation room in BE
- iv. Four adjacent offices in BE
- v. Use of all laboratory equipment that exists in the Bioscience Education Center laboratories at the time the BTEC courses begin being offered at MC. The equipment will be maintained in working order by MC.
- vi. Laboratory consumable supplies for courses offered at MC during Academic Years 2017-2018 and 2018-2019.
- vii. Laboratory and office support staff during Academic Years 2017-2018 and 2018-2019 at the levels that are standard for lab support at MC.
- viii. Neither UMBC, nor its faculty and students as individuals, will be charged for parking or facility access for students taking a UMBC TLST course(s) on the MC-Germantown campus.

b. USG will provide:

- i. Classrooms requested at USG free of charge until UMBC completely transfers the program to USG, at which time the charges will be in accordance with the standard classroom charges.
- ii. The cost for use by UMBC of all other space requests (technology, computer classrooms, labs, offices) will be charged by USG to UMBC based on usage in accordance with standard existing procedures at USG for all home institutions.

E. Student Services

1. UMBC will provide administrative services and support for all UMBC TLST students, regardless of instructional location, at USG. These services will include
 - a. Orientation for newly-admitted students
 - b. Career and academic advising
 - c. Disability accommodation services
 - d. Basic financial aid and billing support
 - e. Transfer course processing

- f. UMBC Campus Cards
 - g. Commencement preparations
 - h. Student conduct proceedings
 - i. Study Abroad offerings
 - j. Service learning opportunities
2. UMBC will offer other necessary services and support via phone and email as currently offered to UMBC students in existing programs at the Shady Grove location.
 3. UMBC will work with USG on other student services and support per an existing agreement. This agreement specifically addresses support for student organizations, after-hours resources, career and internship services, academic success, recruitment efforts, veteran services, additional scholarship opportunities, etc.
 4. USG will issue student identification cards to UMBC TLST students so they can access the services provided for all undergraduate UMBC students at USG and to comply with existing security procedures at the USG campus.
 5. MC will provide UMBC TLST students taking courses at MC-Germantown access to the following resources:
 - a. student tutoring centers
 - b. library resources and access both on and off-campus
 - c. recreational facilities
 - d. emergency counseling services
 - e. internship and career services/resources coordinated with existing UMBC agreements with USG
 - f. emergency notification of MC closings due to weather conditions and other notifications

F. Communications, Marketing, and Recruitment

1. UMBC will actively recruit students to the UMBC TLST Program working in close collaboration with MC and USG
 - a. UMBC will employ a Program Coordinator at USG to lead recruitment efforts. UMBC's efforts will include, but are not limited to: visits to Montgomery College, information sessions, large scale events, open houses, Program Director visits, and transfer access programs.
 - b. MC will include UMBC TLST program information materials during activities such as: visits to high schools by its college recruiters, faculty and program coordinators, information provided by its faculty to students in Biology classes at MC, and events at MC.
 - c. UMBC will work with USG on recruitment efforts and support per the existing student services agreement. This agreement addresses activities

that include but are not limited to: visits to USG-feeder high schools; facilitation at USG recruiting events such as Open House events; management of online content for USG prospective student webpages hosted by USG; conducting campus tours as requested; and collaboration on recruitment and marketing of programs.

2. All three parties agree that marketing materials and other communications must accurately represent the program and the roles of each of the partners. This includes press releases, brochures, public presentations, etc. UMBC will have the overall coordination responsibility for these activities through its Marketing department in the Division of Professional Studies. MC and USG will each designate representatives from its institution to collaborate with the designated TLST marketing lead at UMBC.

G. Other

1. UMBC, USG, and MC intend to conduct research on the educational outcomes of the TLST Program, publish papers and present at conferences about the TLST Program and expect to pursue grant funding opportunities as they may arise to enhance the TLST Program,
2. UMBC and MC agree that representatives of each institution shall credit the other institution as a partner in the development of the UMBC and MC TLST program in all publications and presentations about the TLST program.
3. UMBC and MC agree to ongoing collaborations to ensure that the integrity of the TLST program as articulated between the two institutions shall continue to meet industry standards and specifications. Any proposed changes in the curriculum shall be handled according to the separate articulation agreement.
4. Nothing in this agreement shall be construed to hinder or prevent either MC or UMBC from developing agreements with other institutions related to the TLST program, so long as the integrity of the UMBC and MC TLST program is not significantly impacted.
5. All parties to this agreement agree to work together to resolve any program issues through joint input, collaboration, and negotiation.

IV. ADMISSIONS CRITERIA AND PROCEDURES

Transfer applicants will be evaluated by the UMBC Admissions Committee on the basis of their academic record at their previous institution(s). Cumulative grade point average, strength of curriculum, and performance on courses related to the applicant's intended area of study will be considered. Applicants must be in good standing at the institution from which they seek to transfer.

For prospective transfer students, application for admission to UMBC consists of the following:

1. Completion of the UMBC Undergraduate Application (currently the Common Application) in its entirety (including the application essay),
2. A non-refundable application fee (currently \$50), and
3. Official college transcript(s) from each college or university previously attended. Transcripts should be sent by the registrar of each institution to the UMBC Office of Undergraduate Admissions and Orientation. (A final transcript also should be sent upon the completion of any course work in progress).

All admitted students who submitted a full application by the priority deadline are considered for transfer scholarships. A separate application is not required.

For applicants with fewer than 30 college credits, an official high school transcript and SAT or ACT test score report will be required.

UMBC reserves the right to deny admission to any applicant for any legitimate and non-discriminatory reason.

V. FINANCIAL ARRANGEMENTS

It is expected that the UMBC TLST program will be funded by a combination of tuition revenue and USM support. The new program proposals prepared by UMBC detail the funding request for the program.

A. UMBC and USG Arrangements

1. USG will work with UMBC, as needed and outlined under separate agreement, to initiate and implement the financial arrangements with USM to establish the UMBC TLST program in Montgomery County and at USG.
2. USG will provide the classrooms requested at USG free of charge until UMBC has completely transferred the program to USG. The program will have been completely transferred to USG when all upper division BTEC courses are offered at USG's BSE building.
3. USG will charge UMBC for all other space requests (technology, computer classrooms, labs, and offices) based on usage in accordance with standard existing procedures at USG for all home institutions.
4. UMBC will continue to pay USG for student services provided for TLST students, per the existing agreement.

B. UMBC and MC Arrangements

1. MC will provide the specified laboratory and office space at no cost to UMBC until the expiration date of this MOU.
2. MC will provide laboratory and office staff support as identified in Section III.D.3.a.vii. of this MOU.

3. MC will provide consumable laboratory supplies as identified in Section III.D.3.a.vi. of this MOU.
4. MC will provide use of laboratory equipment to UMBC as identified in Section III.D.3.a.v. of this MOU.

VI. ADMINISTRATION OF PROGRAM

UMBC Administrators:

1. Dr. William LaCourse, Dean, College of Natural and Mathematical Sciences, UMBC
2. Dr. Christopher Steele, Interim Vice Provost, Division of Professional Studies, UMBC

USG Administrators:

1. Dr. Stewart Edelstein, Executive Director, USG & Associate Vice Chancellor for Academic Affairs, USM

MC Administrators:

1. Margaret Latimer, Vice President and Provost, Collegewide STEM Unit and Germantown Campus, Montgomery College

VII. HOUSING

TLST students will not be resident students. UMBC does not offer campus housing at USG.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

All parties understand and agree that each party's liability for any claims, losses or liabilities of any kind related to or arising out of the negligent performance of this Agreement shall be governed and limited by Maryland Code, State Government Article, Title 12 Sections 12-101 through 12-110, as to UMBC and USG, and Maryland Code, Courts and Judicial Proceedings, Title 5, Sections 5-301 through 5-304 as to MC (the "Acts"). Subject to the limitations contained in this paragraph and to the extent allowed by Maryland law, including the Acts and opinions of the Maryland Attorney General, the indemnifying party agrees to defend, indemnify, and hold harmless the indemnified party from and against any and all damages, claims, and reasonable out-of-pocket costs and expenses relating thereto and arising out of the negligent acts or omissions of the indemnifying party under this Agreement or the indemnifying party's breach of this Agreement; provided, however, that this indemnification shall be contingent upon an appropriation by the Maryland General Assembly to the indemnifying party specifically

for the purposes contemplated in this paragraph at the time an event which may give rise to the indemnifying party's obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved, the indemnifying party's obligations shall not be greater than the liability that might be determined under the Acts, if the claim had been asserted against the indemnifying party directly pursuant to those Acts.

IX. FORCE MAJEURE

If either party's performance(s) hereunder is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, war (including civil war), embargoes, epidemics, fires, floods, explosions, earthquakes, quarantine restrictions, any act or order of any civil or military authority, acts of any government, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

X. GOVERNING LAW AND FORUM

The terms of this Agreement shall be governed by the Laws of the State of Maryland of the United States, not including the law on conflicts of law. Any dispute arising from this Agreement that is not resolved by agreement of the parties shall be resolved exclusively in the Courts and regulatory agencies of the State of Maryland of the United States.

XI. TERM RENEWAL AND TERMINATION OF AGREEMENT

This agreement becomes effective upon signature by authorized representatives of UMBC, MC and USG. It remains in effect until June 30, 2020. The parties will discuss and negotiate during AY 2018-19 the renewal, extension, or modification of the MOU in order to achieve the best path forward for the TLST program.

This MOU may be modified only by mutual written agreement of all parties.

XII. CORRESPONDENCE

In the interest of implementing this MOU in a systematic manner, UMBC, MC and USG will each designate a contact person assigned the responsibility of coordinating MOU activities in general terms.

UMBC:

- 1. Dr. Christopher Steele, Interim Vice Provost, Division of Professional Studies, UMBC
[copy to: Dr. Antonio Moreira, Vice Provost for Academic Affairs]

USG:

- 1. Robyn Dinicola-Wagle, Chief Student Affairs Officer, USG
- 2. Mary Lang, Chief Strategy Officer, USG

MC:

- 1. Margaret Latimer, Vice President and Provost, Collegewide STEM Unit and Germantown Campus, Montgomery College

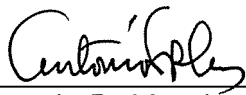
XIII. DATE OF AGREEMENT/SIGNATURES ON AGREEMENT/AUTHORITY TO EXECUTE

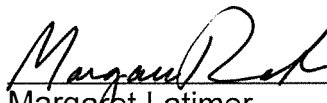
This Agreement is dated as of May 24th, 2016 and will become effective upon signature by the authorized representatives of the parties. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective institutions to execute the Agreement.


XIV. REQUIRED SIGNATURE

The parties identified below agree to the provisions and terms of this MOU.

APPROVED:

 5/24/2016
 Antonio R. Moreira, Ph.D. Date
 Vice Provost for Academic Affairs
 University of Maryland, Baltimore County

 5/24/16
 Margaret Latimer Date
 Vice President and Provost
 Collegewide STEM Unit
 Germantown Campus, Montgomer
 College

 5/24/16
 Stewart Edelstein, Ph.D. Date
 Executive Director
 The Universities at Shady Grove
 Associate Vice Chancellor for Academic Affairs
 University System of Maryland