

**SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into by and between The University of Texas at Austin ("University" or "UT"), on behalf of the Cockrell School of Engineering's *Engineer Your World* ("Engineer Your World"), and Ector County Independent School District ("Organization").

RECITALS

- A. Organization is an independent school district in the State of Texas, of which the following school(s) (collectively called the "School Sites") is/are a part:

Odessa Collegiate Academy, 201 W. University Blvd., Odessa, TX 79764
STEM Academy, 4901 E. University Odessa, TX 79762

- B. *Engineer Your World* offers innovative and comprehensive year-long high school engineering design curricula; and

- C. Organization desires to implement the *Engineer Your World* program at each of the School Sites.

Therefore, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement is effective as of the later of **September 1, 2023** or date fully executed by both parties ("Effective Date") and shall terminate on **August 31, 2026** unless extended by written amendment upon mutual agreement of the parties and signed by an authorized representative of each party.

II. RESPONSIBILITIES OF ENGINEER YOUR WORLD

1. Background. *Engineer Your World* was developed by UTeachEngineering, which was established in 2008 with support from the National Science Foundation to address an emerging need for well-prepared high school engineering teachers. *Engineer Your World* offers high-quality, low-cost high school engineering curricula and supporting professional development opportunities for teachers.

Engineer Your World program goals are:

- To attract and retain more students from diverse backgrounds in K-12 science, technology, engineering and math (STEM) education career paths;
- To prepare current secondary science, math and technology teachers to become effective teachers of high school engineering courses;
- To develop and refine exceptional engineering curricula, that can be deployed at low cost in a variety of high school settings;
- To build partnerships that enable school districts to offer high-quality engineering courses;
- To develop a viable national model for preparing and supporting secondary engineering educators.

Engineer Your World currently offers the following courses:

Engineering Design and Analysis (EYW: Design) is an innovative, student-centered course that engages learners in authentic engineering experiences and inspires them to embrace an engineer's habits of mind. Collaborative, student-directed projects build resilient problem-solving skills and empower students to think like engineers. Our curriculum combines rigorous core concepts with cross-discipline perspectives to deliver a rich sequence of socially relevant, student-directed challenges. The project-based curriculum readily engages students of diverse backgrounds, abilities, and interests, and in a wide range of educational environments.

Engineering Applications of Computer Science (EYW: Computing) is an engineering course that engages students in programming and computational thinking to solve hands-on engineering design challenges. The goal of this course is to engage students in meaningful versions of the practices of professional engineers and computer scientists while sparking a passion for engineering, computational thinking, and problem-solving that will serve all students no matter what their future career goals may be.

Community Applications of Engineering Design (EYW: Applications): an authentic, project-based engineering course in which students work in teams to identify and solve a problem in their community. This special-projects course allows students to apply the engineering skills and habits of mind they learned in *EYW: Design* and in *EYW: Computing*, and to integrate and apply math, science, and communication skills to a meaningful, real-world project.

2. Copyright License to Materials. Attached here is the University's "Copyright License Agreement" ("CLA") applicable to the Materials to be used for the "*Engineering Design and Analysis*" and "*Engineering Applications of Computer Science*" and "*Community Applications of Engineering Design*" online learning management systems. Subject to Organization (as the "Licensee" under the CLA) signing the CLA and this Services Agreement, Organization shall be entitled to use the Materials (as defined in the CLA) only in accordance with the terms of the CLA.
3. Furnish Copies of Materials. *Engineer Your World* will provide to the Organization copies of the "*Engineering Design and Analysis*" and/or "*Engineering Applications of Computer Science*" and/or "*Community Applications of Engineering Design*" teaching Materials (e.g. unit plans, lesson plans, assessments, as generally described in the CLA attached hereto in Attachment A) provided in an electronic format, for use exclusively at Organization. Enough copies of the Materials will be provided to support the number of sections of "*Engineering Design and Analysis*" and/or "*Engineering Applications of Computer Science*" and/or "*Community Applications of Engineering Design*" as mutually agreed upon in writing by *Engineer Your World* and Organization.
4. Professional Development Training. *Engineer Your World* will provide to the Organization (i) a two-week summer professional development training program for the newly identified teacher(s) and (ii) at least two years of induction support facilitated by project staff, including such elements as online resources, facilitated video conferences, and one-on-one debriefs.
5. Dual Enrollment Opportunity. Students taking *Engineer Your World's Engineering Design and Analysis* course have the opportunity to also earn college-level credit by "dual enrolling" in a course at UT Austin or another participating UT System institution, if applicable. Participating institutions may vary each year, except for UT Austin. Information about this opportunity will be distributed to students at the beginning of the academic year. Participation in this opportunity is voluntary. Details about the dual enrollment program are outlined in Attachment B.

III. RESPONSIBILITIES OF ORGANIZATION

Organization agrees to implement the *Engineer Your World* course(s) according to the program requirements established by *Engineer Your World*, which shall include, but not be limited to, the following:

1. Identification of an appropriate teacher for the course.

Organization will select the teacher(s) who will teach the *Engineer Your World* course(s) at each School Site. *Engineer Your World* reserves the right to accept or reject any candidate. Teachers selected to teach the *Engineer Your World* course(s) should have as a minimum a Bachelor's Degree and be in compliance with applicable state teacher licensure or certification requirements. The practitioner should also be computer literate, have in-school IT support, and be comfortable troubleshooting common technological problems.

Teachers are required to successfully complete the fee-based *Engineer Your World* professional development institute during the summer immediately preceding the year in which they teach *Engineer Your World* courses. Fees are outlined below in Section IV. Teachers should participate in ongoing professional learning activities such as video conferences, webinars, one-day workshops, etc.

2. Notification process for replacement teacher.

In the event the *Engineer Your World*-trained teacher does not teach the course for the full term of the Agreement, Organization will identify a replacement teacher and submit teacher credentials to *Engineer Your World*. The terms of Section III, Item 1 and Section IV will apply. If Organization fails to identify a suitable replacement teacher for the remainder of the contract period, then Organization will cease to offer the course and Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement. Organization may request to defer implementation by one year in order to find a suitable replacement teacher; *Engineer Your World* may accept or reject this request at its discretion. If this request is accepted then the contract term will be extended by one year; if it is denied, Organization will be responsible for payment of all curriculum licensing fees as described in Section IV.

3. Notification and responsibilities in case of teacher resignation prior to or during implementation.

In the event the *Engineer Your World*-trained teacher resigns from Organization before course instruction has begun for a given academic year and a replacement teacher cannot be trained by *Engineer Your World* prior to that academic year, Organization will notify *Engineer Your World* immediately and will not offer the course that academic year. The terms of Section III, Item 2 will apply. If Organization fails to identify a suitable replacement teacher for the remainder of the contract period, then Organization will cease to offer the course and Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement.

In the event the *Engineer Your World*-trained teacher resigns from Organization while the course is underway and Organization desires to continue implementation of the course, Organization will notify *Engineer Your World* immediately. Organization will identify a replacement teacher and submit teacher credentials to *Engineer Your World* within ten (10) business days. *Engineer Your World* may accept or reject the replacement teacher and may terminate this Agreement at its discretion. If the teacher is approved by *Engineer Your World*, the teacher may continue teaching the course, with instructional support from *Engineer Your World* (provided for a fee of \$500), and will attend the fee-based professional development institute during the following summer. If the replacement teacher is not approved by *Engineer Your World*, Organization shall cease teaching the course for the remainder of the academic year. The terms of Section III, Item 2 will apply.

4. Notification of course offerings.

During the term of this Services Agreement, Organization will provide the following information in

writing to the *Engineer Your World* program for each School Site offering *Engineer Your World* courses, according to the timeline outlined below:

- a. No later than January of each year (or at the time of initial program enrollment): a list of the specific *Engineer Your World* courses expected to be offered at each School Site; and
- b. No later than April of each year: confirm the specific *Engineer Your World* courses to be offered at each School Site.

5. Notification of intended class sections and student enrollment.

For the 2023-2024 academic year, Organization will provide the following information in writing to *Engineer Your World* according to the timeline outlined below, for each School Site offering *Engineer Your World* courses:

- a. No later than two months prior to an approved teacher's professional development session:
 - i. Intended number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - ii. Estimate of student enrollment per section.
- b. No later than the first day of an approved teacher's professional development session:
 - i. Updated number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - ii. Updated estimate of student enrollment per section.
- c. No later than the 10th class day:
 - i. Final number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - ii. Final count of student enrollment per section.

For each subsequent academic year during the term of this Services Agreement, Organization will provide in writing to *Engineer Your World* the final number of sections of the *Engineer Your World* course(s) to be offered on each School Site, along with a final count of student enrollment per section, no later than the 10th class day of school.

6. Supplies and Software.

Organization agrees to procure the required Equipment and Supplies needed to successfully implement the *Engineer Your World* courses. Organization will be responsible for replenishing consumable Supplies (at an approximate cost of \$10-20/student, depending on course offerings), and for purchasing the additional Supplies required to accommodate additional sections of the course. Organization agrees to provide in-school IT support to ensure proper and timely installation and troubleshooting of all software required to successfully implement *Engineer Your World* courses.

A list of equipment and supplies needed for ***Engineering Design and Analysis***, as well as software and hardware requirements, may be found here: <http://bit.ly/DesignEquipment>.

A list of equipment and supplies needed for ***Engineering Applications of Computer Science***, as well as software and hardware requirements, may be found here: bit.ly/ComputingEquipment.

There is not a required list of equipment and supplies needed for ***Community Applications of Engineering Design***, as projects are determined by students – with input from the *Engineer Your World* instructor. Organization should determine appropriate team budgets for necessary equipment and supplies at each of its School Sites.

7. Safety.

Organization is solely responsible for the safe and proper implementation of the *Engineer Your World* course(s) at its schools. Organization agrees that any facility used to teach the *Engineer Your World* course(s) shall be adequately equipped to operate the equipment safely and properly and that such facility shall comply with applicable standards and/or customary practices relating to safety and reasonable use.

8. Failure to Implement.

If Organization fails (on a School Site-by-School Site basis) to offer the *Engineer Your World* course(s) and/or to implement the course(s) faithfully as written during the full three-year term of this Agreement, then this Agreement may immediately terminate (on a School Site-by-School Site basis), at the option of *Engineer Your World*. In this case, Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement. Section III, Item 2 outlines terms and conditions in the event a teacher implementing an *Engineer Your World* course leaves Organization.

9. Communication and Materials Guidelines.

During the term of this Agreement, Organization shall use the appropriate logos and other identifying materials on all *Engineer Your World* materials and communications with faculty, students, officials and community constituents. Any distribution of the *Engineer Your World* materials outside of the classroom at each of the School Sites is strictly prohibited.

Organization acknowledges that The University of Texas at Austin on behalf of *Engineer Your World* retains all rights and title to its marks, curricula, Materials and all intellectual property relating in any way to *Engineer Your World*. Subject to the provisions and requirements of this Agreement and the CLA, *Engineer Your World* grants Organization a non-exclusive license to use the *Engineer Your World* Materials as stated in the CLA. In consideration of this license, Organization grants back to *Engineer Your World* a non-exclusive, royalty-free license to any improvements or variations created involving the *Engineer Your World* materials, and you agree to promptly forward to *Engineer Your World* copies of such improvements or variations.

10. Additional Requirements.

Organization agrees to support the program administratively by providing *Engineer Your World* with a district or campus representative who will serve as point of contact.

Organization agrees to schedule *Engineer Your World* courses as stand-alone courses. Courses should not be scheduled with another course taught by the same teacher in the same class period.

This Agreement, including the CLA, must be fully executed before teachers will be allowed to attend the professional development institute.

IV. PAYMENT TERMS AND BILLING

Fees for items outlined in Section II are as follows:

Odessa Collegiate Academy Campus Fee:	2023-2024	2024-2025	2025-2026
Professional Development Institute (PD) fee (per teacher per course)	N/A*	N/A*	N/A*
Curriculum Licensing fee - Small School Pricing: (Enrollment between 201-400 students)	\$2,000	\$2,000	\$2,000
Total Due to University	\$2,000	\$2,000	\$2,000

STEM Academy Campus Fee:	2023-2024	2024-2025	2025-2026
Professional Development Institute (PD) fee (per teacher per course)	N/A*	N/A*	N/A*
Curriculum Licensing fee - Small School Pricing: (Enrollment between 0-200 students)	\$1,500	\$1,500	\$1,500
Total Due to University	\$1,500	\$1,500	\$1,500

**Assuming the same teacher(s) continue teaching the course. If a new teacher needs to be trained, the fee to attend the professional development institute is \$2,000 per teacher per course.*

The Professional Development Institute fee will be due at the time of registration. Payment must be received in full prior to the teacher arriving onsite at training. Cancellation requests must be received in writing two weeks prior to the PD start date in order for a full refund to be provided. After this time, no refund is available.

An invoice for the Curriculum Licensing fee will be provided by *Engineer Your World* in September and is payable within 30 days of receipt. Payment shall be sent to the attention of:

Engineer Your World, Attn: Event Coordinator
Center for Energy & Environmental Resources
The University of Texas at Austin
10500 Exploration Way, EME Bldg. 133 (R7100), Austin, TX 78758

Checks should be made payable to The University of Texas at Austin.

V. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Organization is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Organization will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Organization is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance for its own employees.

VI. TERMINATION

- a. If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- b. University may terminate this Agreement at any time in the event of the filing by or against Organization of a petition for relief in bankruptcy, or for receivership, or in the event that Organization becomes insolvent.
- c. The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.
- d. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.
- e. Upon termination of the Agreement, all curricular Materials shall cease to be used, and at the

request of *Engineer Your World*, all curricular Materials, including any reproductions thereof, shall be returned to *Engineer Your World* within fifteen (15) days after the effective date of termination.

VII. REPRESENTATIONS AND WARRANTIES

- a. Organization represents and warrants that neither the execution and delivery of this Agreement by Organization nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which Organization is bound; or (c) to the best of Organization's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

- b. Organization warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Organization has been duly authorized to act for and bind Organization.

VIII. USE OF UNIVERSITY NAME

University reserves the right to review and approve any promotional/advertising materials related to the Materials or this Agreement. All promotional and marketing materials involving the use of University, UT, or *Engineer Your World's* name, logos, and/or symbols must have the prior approval of the Director of the Office of Trademark Licensing at The University of Texas at Austin, P.O. Box 7399, Austin, Texas, 78713 or 512-475-7923.

IX. ETHICS AND STANDARDS OF CONDUCT

The University will conduct and perform the work under this Agreement in compliance with Texas Government Code §572.051 Standards of Conduct; §556.004 Political Activities by Certain Public Entities and Individuals; §556.005 Employment of Lobbyist; §556.0055 Restrictions on Lobbying Expenditures; and §556.006 Legislative Lobbying.

IN WITNESS WHEREOF, University and Organization have executed and delivered this Agreement.

Ector County Independent School District

The University of Texas at Austin

By: _____

By: _____

Name: _____

Name: Linda Shaunessy

Title: _____

Title: Business Contracts Administrator

Date: _____

Date: _____

Attachment A
Copyright License Agreement

This Agreement is entered into as of the later of September 1, 2023 or date fully executed by both parties (the “Effective Date”) by and between The University of Texas at Austin (“University”) on behalf of the Board of Regents of the University of Texas System (“System”), an agency of the State of Texas, with offices at 3925 Braker Lane, Suite 1.9a, Austin, TX 78759 and Ector County Independent School District (“Licensee”).

RECITALS

- A. University, the parent organization of UTeach*Engineering’s Engineer Your World*, owns or has obtained rights to the copyright, title, and all other related rights in and to the Material (as defined below).
- B. Licensee desires to obtain the rights to copy, distribute and otherwise perform the Material in order to provide classroom instruction to high school students enrolled in UTeach*Engineering’s Engineer Your World* courses.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

1. Definitions

“Material” shall be defined as the following:

All materials contained in the ***Engineering Design and Analysis*** (UT Tech ID 6559 ALL) online learning management system, and the ***Engineering Applications of Computer Science*** (UT Tech ID 7299 ALL and 7288 ALL) online learning management system, and the ***Community Applications of Engineering Design*** (UT Tech ID 8170 MOR) online learning management system. These include, but are not limited to, the following: unit overviews, unit plans, lesson plans, power points, presentations, teaching notes, student handouts, reference documents, video files, images, software, and assessments. Portions of the Material will be in electronic form and/or paper form as determined by University.

“School Sites” means each of the particular schools listed below:

Odessa Collegiate Academy, 201 W. University Blvd., Odessa, TX 79764
STEM Academy, 4901 E. University Odessa, TX 79762

“Term” shall mean the three years from September 1, 2023 through August 31, 2026.

2. Rights Granted

- 2.1 University hereby grants to Licensee a non-exclusive, non-sublicenseable, non transferrable, license to use the Material for providing the “Engineering Design and Analysis” and/or the “Engineering Applications of Computer Science” and/or the “Community Applications of Engineering Design” high school engineering curriculum, only for academic, non-commercial purposes, for the Term of the Agreement.

- 2.2 Licensee shall use the Material only for providing the “Engineering Design and Analysis” and/or the “Engineering Applications of Computer Science” and/or the “Community Applications of Engineering Design” educational courses; and Licensee shall not otherwise use the Material or furnish the Material to any third party.
- 2.3 For avoidance of doubt, Licensee has no rights to, and Licensee shall not: (i) Sell transfer, distribute or assign to any third party any right to use the Material, (ii) make reproductions or copies of the Material, (iii) modify the Material, (iv) incorporate the Material into another material, course, publication or work or (v) authorize any third party to use the Material other than is specified in Section 2.1.
- 2.4 Upon the request by University, Licensee shall furnish to University access to Licensee’s data, surveys, tests and course artifacts related to Licensee’s use of the Material, as may be reasonably needed by University to help University evaluate the utilization of the Material and the *Engineer Your World* program.

3. Intellectual Property Matters

- 3.1 Licensee shall not remove, alter, or obscure any title, trademark, restricted rights, confidentiality or copyright notices of University, System, or their suppliers, that are incorporated in the Material, and shall reproduce all such notices on any copies thereof.
- 3.2 Original materials created and owned by The Board of Regents, the University, or System shall remain the property of those parties and changes made by Licensee to the Material will not affect such ownership.
- 3.3 University shall remain as the owner of the Material and all related software, copyrights, trademarks, logos and intellectual property rights.

4. Payments

- 4.1 In consideration of the license rights granted in Article 2 above, Licensee shall pay University the amount of \$10,500 as follows:

2023-24: \$3500 (\$2000/Odessa Collegiate Academy; \$1500/STEM Academy)

2024-25: \$3500 (\$2000/Odessa Collegiate Academy; \$1500/STEM Academy)

2025-26: \$3500 (\$2000/Odessa Collegiate Academy; \$1500/STEM Academy)

An invoice will be provided by *Engineer Your World* in September and will be payable within 30 days upon receipt.

- 4.2 All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Please reference your Agreement number _____. Checks shall be made payable to The University of Texas at Austin, and shall be forwarded to the *Engineer Your World*, The University of Texas at Austin, 10500 Exploration Way, EME Bldg. 133 (R7100), Austin, Texas 78758. RE: CN: _____.
- 4.3 If any payment is not made when due as specified in Section 4.1, the delinquent sum shall bear a late fee charge at the rate of 1% per month or the maximum allowed by law,

whichever is less. Payments shall be considered late if not received by University by the due date.

5. University's Rights and Obligations; Warranty Disclaimer; Limitation of Liability; Indemnification

5.1 University warrants and represents that it owns all rights, title and interest in the Material or has otherwise obtained rights in the Material that give University the right to grant the rights in this Agreement.

5.2 University reserves unto itself all rights not specifically granted herein.

5.3 WARRANTY DISCLAIMER. The Material is provided "as is." University makes no warranties or representations relating to the Material, express or implied, statutory or otherwise. University does not warrant that the Material will satisfy Licensee's requirements, that the Material is without defect or error or that operation of the Materials will be uninterrupted.

5.4 LIMITATION OF LIABILITY. University shall not be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Licensee or any third party, whether in an action in contract or tort (including negligence), or any other legal theory, even if University has been advised of the possibility of such damages.

5.5 INDEMNIFICATION. To the extent permitted by Texas Law and Constitution, Licensee shall indemnify and hold harmless System, University, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever relating to this Agreement, including without limitation those arising on account of Licensee's use of the Material or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its permitted sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives. This provision shall not be construed to create any third-party liability, and both Ector County Independent School District and University preserve all rights of governmental and individual immunity as to any third parties.

6. Term and Termination

6.1 The "Term" of this Agreement shall be for the period as defined in Section 1 above. However, this Agreement shall terminate automatically upon any termination of the Services Agreement to which this Agreement is attached.

6.2 This Agreement shall be subject to termination upon notice at the election of a party, where there has been a default in the due observance or performance of any material, covenant, condition or agreement herein by the other party, which default is not cured within thirty days after written notice is given to the defaulting party.

6.3 When this Agreement terminates, Licensee shall immediately cease using the Material.

6.4 Termination or expiration of this Agreement shall not affect any right, obligation or liability (i) that has already accrued against a party, or (ii) that is covered by Sections 3, 5.3, 5.4, 5.5, 6.3 and 9.

7. Assignment

This Agreement may not be assigned without prior written agreement from University.

8. Notice

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other. Notices shall be sent:

In the case of University to:
The University of Texas at Austin
Office of Technology Commercialization
3925 West Braker Lane, Suite 1.9A
Austin, Texas 78759
Attn: Contracts Management, Re: CN: _____

And:
The University of Texas at Austin
Engineer Your World
10500 Exploration Way, EME Bldg. 133 (R7100)
Austin, Texas 78758
Attn: Theresa Dobbs, Re: CN: _____

In the case of Licensee to:
Ector County Independent School District
802 N. Sam Houston, Odessa, TX 79761

9. General Provisions

9.1 Successors/Assigns

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or permitted assigns of the parties hereto.

9.2 Use of Name

One party may not make use of the other party's name without prior written consent.

9.3 Governing Law; Court of Jurisdiction

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Western District of Texas)

shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

9.4 Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

9.5 State Agencies; No Waiver of Sovereign Immunity

The parties acknowledge that the University and System are agencies of the State of Texas and under the Constitution and laws of the State of Texas possess certain rights and privileges and only have such authority as is granted to them under the Constitution and laws of the State of Texas. Nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas. The parties acknowledge that Ector County Independent School District is a political subdivision of the State of Texas formed under the authority of Texas Constitution. Nothing in this Agreement is intended to waive its sovereign immunity. Ector County Independent School District has not waived its sovereign immunity by execution of this agreement nor by any conduct of its employees or representatives under this agreement.

9.6 Relationship of the Parties

For all purposes of this Agreement, Licensee is an independent contractor and is not a state employee, partner, joint venture, or agent of University. Licensee will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Licensee is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance, for its own employees.

9.7 Entire Agreement; Modifications

This Agreement (together with the Services Agreement) sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Copyright License Agreement to be executed the day and year set forth above.

The University of Texas at Austin on
Behalf of the Board of Regents of the
University of Texas System

Ector County Independent School District

Les Nichols

Director, Licensing & Collaborative Research
The University of Texas at Austin
DISCOVERY TO IMPACT

Date: _____

Date: _____

Attachment B

Dual Enrollment Information

High school students taking *Engineer Your World's (EYW) Engineering Design and Analysis* course have the opportunity to earn college credit by dual enrolling at UT Austin in the ES 301 Engineering Design and Problem Solving course, or at another participating UT institution, if applicable.

1. General Information.

ES 301 is a three-unit, freshman-level, elective engineering course on Engineering Design. The dual enrollment version of ES 301 requires no in-person interaction with university instructors. All dual enrollment coursework is assigned and submitted electronically via the University's Learning Management System (LMS). At UT Austin, the LMS is Canvas. Students will complete and submit approximately four portfolios of work plus one presentation over the course of the Spring semester in addition to their application portfolio. Students are provided with timely feedback on assignments by University faculty, or by instructors or graders working under the supervision of such faculty, throughout the semester.

How the ES301 credit counts toward graduation requirements depends on the institution and the degree that students are seeking. Freshman-level engineering course requirements vary widely among engineering programs in the United States, with some Colleges of Engineering requiring such courses and others not requiring them. At UT Austin, the course counts as elective credit for engineering majors. Non engineering majors may count the course as part of the core curriculum satisfying the Natural Science and Technology Part II core component area.

Benefits of Participating in ES 301.

Students successfully completing the ES 301 course earn three hours of college credit. Complexity of assignments, communication with instructors, and grading results can be very different in ES 301 from what students are used to in their high school course. Dual enrollment provides a low-risk environment in which students can experience and rise to university level performance expectations. Gaining firsthand experience with such expectations prior to enrolling in college prepares them for a successful transition into post-secondary education. Students are offered an extended period to drop the course without academic penalty, if needed. Students may choose to take the course pass/fail or for a letter grade.

2. Outreach Efforts.

At the time of enrollment, schools offering *Engineer Your World's Engineering Design and Analysis* course provide the name and contact information for their designated dual enrollment contacts. Information about the dual enrollment opportunity is sent to these contacts, and to the EYW educators, early in the school year. These individuals are responsible for distributing initial information about the opportunity to earn college credit to their EYW students.

Engineer Your World will collaborate with the high school educators and/or dual enrollment contacts on hosting onsite information sessions, webinars, chat sessions, etc. in order to share with students and parents information about this opportunity, including the benefits and costs. Documentation of outreach efforts are maintained and will be reviewed and modified as needed each year.

3. Application and Registration Process.

Students taking *Engineering Design and Analysis* will receive information about the dual enrollment opportunity from their high school teacher at the beginning of each school year. Interested students complete a pre-application by September 30 each year. Once they have completed pre-application activities, students will receive instructions for completing the full portfolio application, which is due in November.

All application materials are reviewed and scored by a team of graders led by engineering faculty. Students are provided with their application portfolio score in December. Students demonstrating college-level readiness are invited to register in the college-level course and are provided with a list of schools in which they're invited to register. Students may enroll in the course at only one UT campus. *Engineer Your World* will register students taking the course at UT Austin through University Extension (UEx) within the TEXAS Extended Campus. Students must create an UT EID (an online account/electronic identifier) by the time they submit their application portfolio. Registration is handled by a comparable group for students taking the course at another UT institution, if applicable.

4. Academic Supports and Guidance.

Students dual enrolling in the college-level course are provided academic supports such as online office hours, email and phone support, ongoing feedback on course assignments, and multiple online resources including introductory and instructional videos. The university faculty will also provide students with feedback addressing their college readiness and suggesting areas of growth to maximize potential for a successful transition to postsecondary education.

5. Roles and Responsibilities.

The dual enrollment course is separate from and builds on the high school course. The teacher is responsible for the instructional quality of the course at the high school, with support from the *Engineer Your World* program. The university faculty is responsible for ensuring the quality of instruction in the college-level dual enrollment course. The grade earned in the college-level course is determined by university faculty, and is completely independent of the grade earned in the high school classroom. Dual-enrollment credits and grades will appear on official university transcripts. Additional program roles and responsibilities outlined in Sections II and III of this agreement are also applicable to the dual enrollment program.

6. Fees.

The dual enrollment course fee is \$300, and is typically paid for by the student, unless the school/district wishes to pay the fee. If your campus wants to cover the dual enrollment fee for participating students, please check the box below, and we will follow up with the dual enrollment contact listed on the campus enrollment form:

- Yes, we wish to cover the dual enrollment fee for participating students.

There is no fee to submit a dual enrollment application. The course fee is due at the beginning of the Spring semester in January. A limited number of course fee waivers are available each year. Payment is made directly to the institution at which you are taking the course. No textbook is required.

7. Educational Records.

Engineer Your World will maintain and retain student records in compliance with University rules and Family Educational Rights and Privacy Act (FERPA) requirements.

Student participation in this opportunity is optional.

Additional information about dual enrollment may be found at <http://engineeryourworld.org/courses/dual-enrollment/>.