

## **Department of Health, Kinesiology and Recreation Articulation Agreement**

University of Utah College of Health | Salt Lake Community College, School of Science,  
Mathematics, and Engineering

This Agreement (the "Agreement") is entered into as of the last signature date below by and between Salt Lake Community College (SLCC), a body politic and corporate of the State of Utah and a public institution of higher education and the Department of Health, Kinesiology and Recreation at the University of Utah, a body politic and corporate of the State of Utah and a public institution of higher education. The purpose of this Agreement is to articulate the terms of collaboration between the Department of Health, Kinesiology and Recreation at the University of Utah (UU) and Salt Lake Community College (SLCC) that will begin Fall semester 2019, all as more specifically described herein.

The Department of Health, Kinesiology and Recreation at the University of Utah and the Health and Lifetime Activities (Exercise Science, as of Fall 2019) Division in the School of Science, Mathematics and Engineering at SLCC agree to the courses listed below will be accepted as equivalent in transfer as outlined in this agreement.

The following courses agreed upon to articulate:

<b>Salt Lake Community College Courses</b>	<b>University of Utah Courses</b>
Scientific Foundations of Human Nutrition (NUTR 1020 / HLTH 1020)	Scientific Foundations of Nutrition and Health (NUTR 1020)
Introduction to Exercise Science (EXSC 2500)	Exploration of Movement Science (KINES 2500)
Sport and American Society (EXSC 2600)	Sport and American Society (KINES 2600)

This agreement will be reviewed annually. Renewal will be contingent on the outcome of these reviews. This agreement will remain in effect unless terminated in writing by either institution.

### **Liability**

Both Salt Lake Community College and the University of Utah are governmental entities under the Governmental Immunity Act, §63G-7-101 to -904 (2011), as amended (the "Act"). Notwithstanding any provision to the contrary herein, there are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, each party shall be liable only for its own negligent acts or omissions or those of its employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other

applicable law. Each party carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. Nothing in this Agreement shall require either party to carry different or additional insurance. It is not the intent of either party to incur by contract any liability for the operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed. In the event of any conflict, inconsistency, or discrepancy between the provisions of this paragraph and any other provisions of this Agreement, the provisions of this paragraph of the Agreement shall govern.

**Salt Lake Community College**

By:   
\_\_\_\_\_ (authorized signatory)

**Name: Craig Caldwell, PhD**  
**Title: Dean, School of Science, Mathematics, and Engineering**

**Signature Date:** 1/10/19

By:   
\_\_\_\_\_ (authorized signatory)

**Name: L. Nathan Thomas, MS, RCEP**  
**Title: Associate Dean of Health and Lifetime Activities (known as Exercise Science as of Fall 2019)**

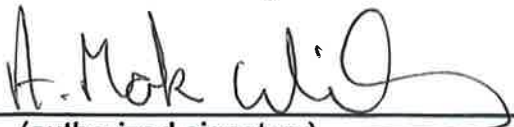
**Signature Date:** 1/10/19

**The University of Utah, on behalf of its College of Health and the Department Health, Kinesiology and Recreation**

By:   
\_\_\_\_\_ (authorized signatory)

**Name: Karen Paisley**  
**Title: Associate Dean, College of Health**

**Signature Date:** 1/10/19

By:   
\_\_\_\_\_ (authorized signatory)

**Name:** Mark Williams  
**Title:** Chair, Health, Kinesiology, and Recreation

**Signature Date:** 1/10/19