

**UTRGV COS School of Integrative Biological and Chemical Sciences**  
**Center for Vector-Borne Disease**  
**PROGRAM AGREEMENT**  
(Education Experience)

**Recitals**

The University of Texas Rio Grande Valley, by and through its Center for Vector-Borne, Zoonotic, and Emerging Diseases (“University”) and The City of Mission, Texas (“City”), through its Health Department (“Facility”), desire to implement the provisions of an Affiliation Agreement by providing students enrolled in University’s programs within the **School of Integrative Biological and Chemical Sciences** with educational experience utilizing the personnel, equipment, and facilities of Facility.

**Agreement**

**NOW THEREFORE**, the parties agree as follows:

1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in understanding vector-borne diseases (“Program”) for University students utilizing the personnel, equipment, and facilities of Facility.
  - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
  - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
  - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
  
2. **UNIVERSITY OBLIGATIONS.**
  - a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
  - b. Develop criteria for the evaluation of the performance of University

students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

### **3. FACILITY OBLIGATIONS.**

- a. Assign appropriate space on Facility premises for offices, lectures, and other non- experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

### **4. GENERAL PROVISIONS.**

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program shall begin on **June 6, 2026** and end on **June 5, 2028**. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.
- f. Amendments: This Agreement may be amended only by a written instrument signed by both parties.
- g. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- h. Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- i. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- j. Immunities: The parties to this Agreement agree that each party, each

through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- k. Conformance with Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- l. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:                   City of Mission  
  City Manager  
  1201 E. 8th St  
  Mission, Texas 78572

With Copy to:               City Attorney's Office  
  City Attorney  
  1201 E. 8th St  
  Mission, Texas 78572

If to UNIVERSITY:       University of Texas Rio Grande Valley  
  1201 West University Drive  
  Edinburg, Texas 78539  
  educationalagreements@utrgv.edu

- m. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

- n. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- o. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- p. Assignment: This Agreement shall not be assignable.
- q. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- r. Authority to Execute. The execution and performance of this Agreement by the City and University have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and University in accordance with its terms.

**\*\*\*\* SIGNATURE PAGE TO FOLLOW\*\*\*\***

THE UNIVERSITY OF TEXAS  
RIO GRANDE VALLEY:

CITY OF MISSION:

By: \_\_\_\_\_  
Luis H. Zayas, Ph.D  
Provost and Senior Vice President for  
Academic Affairs

By: \_\_\_\_\_  
Norie Gonzalez Garza, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Christine Shupala  
Vice Provost for Institutional Accreditation ,  
Program Development, and Analysis

Date: \_\_\_\_\_

Reviewed by UTRGV Legal: \_\_\_\_\_

UTRGV CONTRACT ID: ACADAFF-PROGRAM-3016-2026