

MCKNIGHT DISSERTATION FELLOWSHIP
2020-2021
PROGRAM AGREEMENT

WHEREAS, the McKnight Dissertation Fellowship Program is designed to address the underrepresentation of African American and Hispanic college and university faculty in the State of Florida by increasing the pool of citizens qualified with Ph.D. degrees.

NOW THEREFORE, the parties agree as follows:

(1) That the Florida Education Fund (hereinafter "FEF") hereby awards to **NAME** (hereinafter "the Fellow") a McKnight Dissertation Fellowship for the 2020-2021 academic year.

(2) That the Fellow accepts the Fellowship and agrees to comply with the following Program requirements:

- (a) The Fellow will remain a full time Ph.D. student in good standing at his/her university.
- (b) The Fellow will continue to progress towards completing his/her dissertation pursuant to the Dissertation Completion Schedule submitted as part of his/her Fellowship application. To certify satisfactory progress, at the end of the fall 2020 and spring 2021 semesters, the Fellow will complete and submit to the FEF office a Progress Report Form, which is included as Attachment A hereto, signed by his/her dissertation chair or advisor.
- (c) The Fellow will participate in the following McKnight developmental conferences:
 - (i) the McKnight Dissertation Fellows' Orientation, August 7-8, 2020; and
 - (ii) the McKnight Annual Fellows' Meeting, November 13-15, 2020.
- (d) The Fellow will present his/her research at the McKnight Mid-Year Research and Writing Conference, February 26-27, 2021, in Tampa, Florida.
- (e) That, when requested by FEF, the Fellow shall respond completely, accurately and timely, in whatever format prescribed by FEF, to report to FEF any and all details pertaining to the Fellow's paid or unpaid employment and/or volunteer service provided to or on behalf of any Florida college, university, public agency or not-for-profit corporation, which details may include, but shall not be limited to, name of entity served, name of supervisor, number of hours served, compensation received, etc.
- (f) That the Fellow shall at all times while a Ph.D. student and after graduation provide his/her current addresses to the FEF office and report any address change to FEF within 30 days of said change in location.

(3) That in the event that the Fellow, while in good standing, decides to terminate his/her participation prior to achieving his/her terminal degree, the Fellow must notify the FEF office in writing 30 days before or after termination.

(4) That the Fellow's failure to provide the proper notice to FEF shall be deemed a default under this Agreement and will require repayment of used or improperly expended FEF Fellowship dollars. The specific terms of the repayment shall be developed by the FEF President or designee and shall be deemed final.

(5) That the FEF President shall review the considerations underlying the need for termination and shall have the discretionary authority to determine the final terms of the termination. Final terms shall include, but not be limited to, the possibility of renewing enrollment in a degree program and/or the repayment of used or

improperly expended FEF Fellowship dollars.

(6) That in any litigation, including for breach, enforcement or interpretation, arising out of this Agreement, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses whether incurred at the trial level or on appeal or in Bankruptcy.

(7) That, if FEF or the Fellow fail to comply with their requirements, responsibilities and obligations hereunder, then FEF or the Fellow shall have the right to proceed with any actions in a court of competent jurisdiction in Hillsborough County, Florida, either for specific performance or for damages or for both. Jurisdiction and venue of any action to construe or enforce this Agreement shall be in Hillsborough County, Florida.

(8) That this Agreement shall be deemed to be a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by either party in another state.

(9) That a portion of the McKnight Dissertation Fellowship Program funding is subject to State of Florida legislative appropriation, and FEF has no obligation to fund or provide this Fellowship in whole or in part if FEF does not receive adequate funding from the State of Florida, as solely determined by FEF.

In witness whereof, the parties hereto have signed and entered into this Agreement.

FLORIDA EDUCATION FUND

MCKNIGHT DISSERTATION FELLOW

BY: Lawrence Morehouse, *President and CEO*

NAME

Signature

Signature

Date

Date

As the dissertation chair or advisor of the above-named Fellow, I have reviewed the Progress Report Form above, and I believe the Fellow has the ability to successfully complete his/her dissertation within the timeframe set forth above.

Name: _____ Signature: _____ Date: _____

SAMPLE