

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective the 21 day of October, 2021, is by and between the **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS** on behalf of **WEST VIRGINIA UNIVERSITY** and its **JOHN CHAMBERS COLLEGE OF BUSINESS AND ECONOMICS**, (“WVU”) and **ROANOKE COLLEGE** (“Roanoke”) (collectively, the “Parties”).

WHEREAS, West Virginia University Board of Governors is the statutorily created governing board which operates West Virginia University; and

WHEREAS, Roanoke College is a higher education institution in the state of Virginia;
and

WHEREAS, Roanoke College offers a Bachelor of Arts degree program in Economics;
and

WHEREAS, WVU offers a Master of Science degree program in Economics; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, WVU and Roanoke hereby agree as follows:

1. Purpose.

1.1. The purpose of this MOU is to establish a 4+1 Program between WVU and Roanoke for Roanoke students wishing to obtain a Master of Science degree in Economics at WVU. In accordance with the terms and conditions of this Agreement, students will be required to have successfully completed the course work and obtained a Bachelor of Arts degree in Economics from Roanoke. Students will then complete 21 credits of coursework, which can be

completed in one (1) year full-time or two (2) years part-time to obtain a Master of Science degree in Economics.

2. Admissions Practices.

2.1. WVU encourages applications from Roanoke students who wish to pursue a Master of Science degree in Economics at WVU.

2.2. Students who graduate with a Bachelor of Arts in Economics from Roanoke with an overall GPA of at least 3.25 and who are in good academic standing are guaranteed admission to WVU's Economics Master of Science program.

2.3. Qualified graduating Roanoke students are eligible for: i) A waiver of the application fee; ii) Waiver of the Graduate Record Exam ("GRE") or Graduate Management Admission Test ("GMAT"); iii) Three (3) courses (up to nine (9) credits) from Roanoke will transfer into the Masters of Science in Economics program as three (3) graduate courses [up to nine (9) graduate credits] if a qualified student has completed up to three (3) courses from following list of accepted Roanoke transfer eligible courses with a grade of B or higher: ECON 348 – Introduction to Econometrics, ECON 347 – History of Economic Thought, and ECON 461 – Economics Seminar. The transfer of these credits is to be coordinated with the Program Coordinator of the Masters of Science in Economics program to ensure the application of these credits to particular program requirements.

2.4. Roanoke students applying to WVU graduate programs must meet the same prerequisites and other admission criteria, as other students applying to WVU graduate programs.

3. Review of Curriculum. WVU maintains the right to review Roanoke's curriculum for its Bachelor of Arts degree in Economics to ensure that the program prepares students for WVU's Masters of Science in Economics Program. In the event that Roanoke changes the

Economics curriculum in a manner that WVU feels is no longer sufficient to prepare students for its Economics Program, WVU may terminate this MOU as provided herein. Roanoke shall advise WVU of any changes to its Economics degree program curriculum.

4. Term and Termination.

4.1. Unless terminated sooner as hereinafter provided, this Agreement shall remain in effect for five (5) years as of the Effective Date and may be renewed upon mutual written agreement of the Parties.

4.2. Either party may terminate this Agreement for any reason by giving sixty (60) days prior written notice to the other Party. In the event that this Agreement is terminated, the terms of the Agreement will remain in effect for the Roanoke students accepted prior to the date of the termination notice.

5. Notices. Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

If to WVU: Office of the Dean
 John Chambers College of Business and Economics
 West Virginia University
 1601 University Avenue
 Morgantown, WV 26506

With Copy to: General Counsel's Office
 West Virginia University
 P.O. Box 6204
 Morgantown, WV 26506-6204

If to Roanoke: Vice President for Academic Affairs
 Office of the Dean
 Roanoke College
 221 College Lane
 Salem, VA 24153

6. **Non-Discrimination.** The Parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

7. **Independent Contractor.** The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

8. **Liability.** Each Party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the Party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that Party.

9. **Governing Law.** This Agreement shall be construed by and enforced under the laws of the State of West Virginia, without regard to its conflicts of law provisions, and it shall be construed in a manner as to conform to all federal, state, and local laws and regulations.

10. **Severability.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the Parties.

11. **Use of Name.** Neither Party shall use the name or logo of the other Party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that Party. Requests to use WVU's name or logo should be sent to the Director of Brand and Trademark Licensing at trademarklicensing@mail.wvu.edu.

12. Entire Agreement. This Agreement contains the entire agreement of the Parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreements regarding the same subject matter.

13. Counterparts and Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but which together shall constitute one (1) and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the Party so signing as if an original signature and shall have the full force and effect thereof.

14. Assignment. This Agreement may not be assigned by either Party without prior written consent to the other Party hereto; provided; that WVU may assign this Agreement to a successor board, agency or commission of the State of West Virginia by giving written notice to Roanoke College.

15. Modifications and Amendments. This Agreement may be modified at any time upon mutual consent in writing of the Parties signed by all the Parties hereto. Any proposed change must be made in writing, delivered in person or by registered mail to the other Party.

16. FERPA. Both Parties acknowledge that students' educational records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that, in most instances, student permission must be obtained before releasing specific student data to anyone other than WVU or Roanoke. To the extent that either Party receives from the other Party personally identifiable information from educational records as defined in FERPA, the Party receiving the records agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a Party that receives education record information

from WVU or Roanoke may use the information, but only for the purposes for which the disclosure was made.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date
first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of **WEST VIRGINIA UNIVERSITY**,
E. Gordon Gee, J.D. Ed.D., President, by



Joshua Hall, Ph.D.

Milan Puskar Dean, John Chambers College of Business and Economics

10/21/2021

Date

ROANOKE COLLEGE



Dr. Richard G. Grant

Interim Vice President for Academic Affairs

Shirley C. & Donald E. Morel Dean of the College

October 21, 2021

Date

