ACADEMIC COOPERATION AGREEMENT

This Academic Cooperation Agreement (“Agreement”) is entered into by Missouri Western State University (“MWSU”), a Missouri institution of higher education and the Junior College District of Metropolitan Kansas City, Missouri, a political subdivision of the State of Missouri operating under Section 178.770 et. Seq. RSMo, doing business as Metropolitan Community College (“MCC”).

RECITALS

A. The Parties desire to establish programs and relationships that will benefit their respective students, including a Dual Admission Program and Program Articulation Agreements.
B. This Base Agreement constitutes the framework pursuant to which the Parties will document their agreements regarding the Programs and other relationships that they will establish in cooperation with each other.
C. The Parties contemplate that for each Program or relationship that is governed under this Base Agreement, there will be a separate Addendum, except that existing and future Articulation Agreements will not become Addendums.

BASE AGREEMENT

1. **Effective Date.** The Effective Date of this Base Agreement is the date it is signed on behalf of MWSU and MCC.

2. **Defined Terms.** The capitalized terms used in this Base Agreement, and its Amendments, are “Defined Terms” and will have the meanings indicated in this Base Agreement, in Exhibit A to this Base Agreement and in any Addendums and other Amendments to this Base Agreement. The Parties will assure that new defined terms are added to Exhibit A as those terms are used in future Addendums and Amendments, so that terms will be used consistently throughout the Addendums and Amendments.

3. **MWSU Services.** The nature of the services to be provided by Missouri Western State University as part of the Programs contemplated by this Agreement are set forth in this Base Agreement, the Addendums entered into at the time of this Base Agreement becomes effective, and any future services that Missouri Western State University may agree to provide pursuant to future Addendums.

4. **MCC Services.** The nature of the services to be provided by MCC as part of the Programs contemplated by this Agreement are set forth in this Base Agreement and the Addendums entered into at the time of this Base Agreement, and such future services that MCC may agree to provide in future Addendums.

5. **Termination.** This Agreement can be terminated under the following conditions, including the protection for students enrolled in the Programs of the Parties:

   5.1 If either Party desires to terminate this Agreement before the conclusion of an initial Term of this Agreement, that Party will give notice pursuant to Section 13 of this Agreement six (6) months in advance of the intended termination date. All students of each Party that are enrolled in any Academic Program at the time of termination of this Base
Agreement shall be permitted to complete the term or semester then in progress, and may have additional rights as may be set forth in specific Addendums.

5.2 Termination of this Base Agreement will result in the termination of all Addendums and other Agreements between the Parties that are in existence at the date the termination is effective.

6. **Renewal.** This Base Agreement will be renewed if the parties, after negotiations so decide.

7. **Applicable Law and Venue.** This Base Agreement including all Addendums, Exhibits and other Amendments shall be construed in accordance with the laws of the state of Missouri. Any litigation regarding this Base Agreement will take place in the Circuit Court of Buchanan County, Missouri.

8. **Documentation of Programs.** When the Parties desire to subject any of their respective existing Programs to this Base Agreement, create joint or other new Programs or create other relationships between the Parties, they will prepare an Addendum that sets forth details regarding each such Program.

9. **Consideration.** Each Addendum will describe any compensation and other consideration, that the Parties will receive for services rendered pursuant to such Addendum.

10. **Accounting.** Each Addendum will describe how each Party will account for any services it renders and consideration paid or received pursuant to such Addendum.

11. **Approvals.** If required by law or by an Accrediting Agency of a Party: (i) this Base Agreement will be submitted by that Party to governmental agencies of the United States of America, to the North Central Association of Colleges and Schools Higher Learning Commission which is the main Accrediting Body of MWSU and MCC, and to any other Accrediting Bodies with jurisdiction over a Party’s Program that is governed by this Base Agreement. Each Party will notify the other Party of all such approving Accrediting Bodies or other entities and will provide written evidence of such approval. No Program will be implemented under this Base Agreement until all required approvals are obtained and written evidence of approval provided to the other Party. The Addendums may include additional provisions related to the approval of the Programs governed by those Addendums.

12. **Internal Approvals.** Each Party will follow all of the procedures established by its internal governance structure for approval of this Base Agreement, the Programs governed by this Base Agreement, and the Amendments or Addendums to this Base Agreement, and any of the agreement entered into by the Parties, and will provide evidence of that compliance to the other Party upon request.

13. **Notices.** All Notices required to be given under this Base Agreement and its Amendments must be in writing, and will be deemed to have been properly given if:
   
   13.1 Hand delivered by a commercial delivery service, and the delivery service provides to the sending Party written evidence of the delivery of the Notice; or
13.2 Delivery by electronic or fax communications. Such notices will be sufficient if given to the officer of the Party at the address, email or fax numbers show below:

If to MWSU: Missouri Western State University
Attn: Provost and Vice President for Academic Affairs
The Office of Academic Affairs
4525 Downs Drive
St. Joseph, MO 64507
Facsimile Number: 816-271-4525
Email Address: jbragin@missouriwestern.edu

If to MCC: The Junior College District of Metropolitan Kansas City, Missouri
Attn: Fran Padow, Educational Services
3200 Broadway
Kansas City, MO 64111
Facsimile Number: 816-759-1304
Email Address: fran.padow@mcckc.edu

14. **No joint venture.** Neither this Base Agreement nor any act of a party pursuant to this Base Agreement will be construed to create any partnership, joint venture, or agency relationship between the parties, nor will a party hold itself out to be vested with any power or right to bind another party contractually or to act on behalf of another party.

15. **Entire Agreement.** This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties and/or their representatives, except for existing Articulation Agreements.

16. **Amendments.** No amendment to this Addendum will be effective unless in writing and signed by authorized representatives of MWSU and MCC.

17. **Force Majeure.** No party will be deemed in default under this Base Agreement or its Addendums due to an inability to perform the Party’s obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other similar cause beyond that Party’s control.

18. **Assignment.** Neither MWSU nor MCC will assign its rights or duties under this Base Agreement or its Addendums, directly or indirectly, in whole or in part, without prior written consent of an authorized representative of the other party, which consent shall be within the sole discretion of the requested party. A MCC student may not assign his or her rights or
duties under this Base Agreement or its Addendums, directly or indirectly, in whole or in part.

19. **Severability.** Should any portion of this Base Agreement or its Addendums be found invalid by a court of competent jurisdiction, the remainder of the Base Agreement and its Addendums will continue in full force and effect.

20. **No Third Party Beneficiary.** This Base Agreement or its Addendums are intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than MCC or MWSU.

21. **Facsimile Signature.** Any Addendum or Amendment to this Base Agreement may be executed by facsimile signature which shall be deemed to be an original signature.

22. **Representations and Warranties.**
   
   22.1 Each Party represents and warrants that it is legally qualified to enter into this Base Agreement and will be legally qualified to enter into each Addendum it signs pursuant to this Base Agreement.
   
   22.2 Each Party and the person who executes this Base Agreement on behalf of that Party, represents and warrants that said person has full authority to bind that person’s Party, and each Party represents and warrants that each person who signs an Addendum or other Amendment on behalf of that Party will have full authority to bind such Party.

Missouri Western State University

The Junior College District of Metropolitan Kansas City, Missouri, doing business as Metropolitan Community College

By: _____________________________

By: _______________________________

James Scanlon, President MWSU

Jacqueline I. Snyder, Chancellor MCC

Date: ___________________________

Date: _______________________________
DUAL ADMISSION ADDENDUM TO ACADEMIC COOPERATION AGREEMENT

This Dual Admission Addendum ("Addendum") is entered into by Missouri Western State University ("MWSU"), a Missouri institution of higher education and the Junior College District of Metropolitan Kansas City, Missouri, a political subdivision of the State of Missouri operating under Section 178.770 et. Seq. RSMo, doing business as Metropolitan Community College ("MCC") effective the date ("Effective Date") it is executed on behalf of the last party to cause this Agreement to be signed.

RECITALS

A. MWSU is a Baccalaureate – Diverse Fields university that provides university courses, credit and degrees as permitted by MWSU’s accrediting association, the Higher Learning Commission of the North Central Association of Colleges and Schools ("HLC").

B. MCC is a Missouri junior college organized and operating under RSMo, 178.770 et seq., and is also accredited by the HLC.

C. The goal of the parties will be to provide a seamless, personalized transfer of MCC students to MWSU.

AGREEMENT

The Parties agree as follows:

1.0 MCC’s Obligations:

1.1 MCC will publicize the opportunity ("Dual Admission Option") provided to MCC students pursuant to this Addendum, including describing the Dual Admission Option in MCC catalogs, websites and in other ways designed to alert MCC students to the MWSU Dual Admission Option.

1.2 MCC will provide information regarding the online dual admission option to each MCC student that indicates an interest in the MWSU Dual Admission Option by providing printed informational materials or by referring the MCC student to online dual admission access through links at http://admission@missouriwestern.edu. MWSU will waive the admission fee for any MCC student applying through the dual admission process.

1.3 After submission of a completed online dual admission application from any MCC student, MWSU will notify the MCC contact who will forward an official transcript (print or electronic image) to MWSU at no cost to MWSU.

1.4 MCC will work in good faith to effectuate the intent of this Agreement, and will encourage MCC graduates to enroll at MWSU after such MCC students complete an associate’s degree at MCC.
2.0 Missouri Western State University’s (MWSU) Obligations:

2.1 MWSU will publicize the Dual Admission Option in its catalogs, websites and via other appropriate venues.

2.2 MWSU will provide Dual Admission online application access to MCC students.

2.3 MWSU will expeditiously review Dual Admission Applications and transcripts received from MCC students who have applied for admission under the Dual Admission Option.

2.4 MWSU will communicate its decision to each MCC student who has applied for admission under the Dual Admission Option, and to notify MCC of that decision.

2.5 MWSU will work in good faith to effectuate the intent of this Agreement and will encourage MCC students who express an interest in the Dual Admission Option to complete an Associate in Arts, an Associate in Science or an Applied Science degree at MCC before transferring to MWSU.

2.6 MWSU will provide students with access to the following services on MWSU’s campus:
   - An ID card
   - Library
   - Mini-Max Athletic Events and Experiences
   - Fitness Center
   - Cultural Events & Programs access
   - Academic Advising by MWSU Faculty and Staff

3.0 The parties will, at least annually, meet and confer about the Dual Admission Option, assess its effectiveness, and seek ways to improve the Dual Admission Option.

4.0 Representations and Warranties. Each Party represents and warrants to the other Party that (i) it has full right, power and authority to execute and perform this Addendum, (ii) the execution and performance of this Addendum do not and will not violate any law, rule, regulation, order, writ, injunction or decree of any court or government, domestic or foreign, or any commission, bureau or administrative agency, or any agreement or instrument by which such party is bound, and (iii) upon its execution, this Agreement will constitute the binding obligation of such party, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors’ rights generally or by limitations on the availability of equitable remedies.

5.0 Base Agreement. All terms and provisions of this Base Agreement that are not inconsistent with this Addendum are made a part of this Addendum.
The parties have caused this Addendum to be executed as of the Effective Date.

Missouri Western State University

By: _____________________________  By:_________________________________
James Scanlon, President, MWSU  Jacqueline I. Snyder, Chancellor, MCC

Date: ___________________________  Date: _______________________________

The Junior College District of Metropolitan Kansas City, Missouri, doing business as Metropolitan Community College
EXHIBIT A
TO
ACADEMIC COOPERATION AGREEMENT

DEFINED TERMS

The following capitalized terms are “Defined Terms” and will, when used in the Base Agreement to which this Exhibit A is attached, and in Addendums and other Amendments have the meanings indicated below:

“Academic Program” means a MWSU Academic Program or a MCC Academic Program.

“Accreditation” means the process by which a Party has received recognition by its Accrediting Bod(y)(ies) that the Party has met the criteria for accreditation of its Accrediting Bod(y)(ies).

“Accrediting Body” means an agency that has jurisdiction over the Accreditation of a Party.

“Addendum” means an addendum added to the Base Agreement to describe specific Programs and Agreements between the Parties that are to become part of the Base Agreement.

“Amendment” means any amendment to this Agreement entered into by the Parties, including by not limited to any new exhibits and Program Addendums.

“Articulation Agreement” means an agreement between the Parties such as the one attached as the Articulation Agreement Addendum, which Articulation Agreement has been reduced to writing, signed on behalf of the Parties even though not made and Addendum to this Base Agreement.

“Base Agreement” means the Academic Cooperation Agreement between Missouri Western State University and MCC to which this Exhibit A is attached.

“Defined Terms” means capitalized terms used in the Base Agreement and its Addendums and its Amendments that have the meanings set forth in this Exhibit A or elsewhere in the Base Agreement, Addendums or its Amendments.

“Dual Admission Addendum” means the attached Addendum that sets forth the terms of the agreement between MWSU and MCC pursuant to which students of MCC are admitted to MWSU, while continuing as a student at MCC.

“Dual Admission Application” means the online form needed by a student for application to the Dual Admission Program.

“Dual Admission Option” means the option given to a student to join the Dual Admission Program.

“Dual Admission Program” means the Program established by the Parties pursuant to the attached Dual Admission Program Addendum.
“Effective Date” means the date that Missouri Western State University causes the Base Agreement, or Program Addendums or other Amendments to be signed.

“HLC” means the Higher Learning Commission of the North Central Association of Colleges and School, which is the regional Accrediting Body of MWSU and MCC.

“MCC” means the Junior College District of Metropolitan Kansas City, Missouri, a political subdivision of the State of Missouri operating under Section 178.770 et. Seq. RSMo, doing business as Metropolitan Community College (“MCC”).

“MWSU” means Missouri Western State University, a state institution of higher education.

“MWSU Program” means an Academic Program of Missouri Western State University.

“Notice” means a written notice given by one Party to the Party that meets the requirements of this Agreement.

“Parties” means MWSU and MCC.

“Party” means MWSU or MCC.

“Program” means any program of either Party.

“Renewal Term” means any future term for which the Base Agreement or any Addendum is renewed by the Parties.

“Term of the Base Agreement” means the period of time during which the Base Agreement, is effective, i.e., until terminated in accordance with its provisions.