MEMORANDUM OF UNDERSTANDING
BETWEEN
Alabama Agricultural and Mechanical University
AND
Dillard University

To Establish the
AAMU & DILLARD MBA 4+1 PROGRAM

NOW, THEREFORE, it is agreed by and between Dillard University (DU), New Orleans, Louisiana, USA, and Alabama Agricultural & Mechanical University (AAMU), Normal, Alabama, USA, to develop a joint partnership whereby DU students will have the opportunity take MBA courses that can lead to a Master of Business Administration degree at AAMU’s College of Business & Public Affairs MBA Program while completing their Bachelor’s Degrees. This joint initiative will hereinafter be known as AAMU-DU MBA 4+1 Program.

THIS Memorandum of Understanding (MOU) Agreement is effective March 1, 2020 through August 1, 2023.

AGREEMENT

AAMU and DU will maintain the integrity of their separate programs and enter into this agreement as collaborative partners. As such, and for the purposes of achieving the goal set forth above, AAMU and DU hereby agree as follows:

1. Student Eligibility to Participate in AAMU-DU MBA 4+1 Program
   a. DU students must have an academic standing of Sophomore or higher with a minimum GPA of 3.0 when apply;
      i. If a student has attended more than one institution, all transcripts must be submitted with the application, and final GPA will be calculated based on all grades.
      ii. If a DU student has not taken further coursework in a field in which the student hopes to use Advanced Placement (AP), International Baccalaureate (IB), or other like credits to fulfill program prerequisite, the student must submit those examination results with the applications. Examination results will be evaluated on the same bases as are used for AAMU students.

   b. DU students must complete and submit AAMU-DU MBA 4+1 application form along with supporting documents to AAMU’s the School of Graduate Studies’ Office. These documents include:
      i. A written statement of purpose;
      ii. A copy of most recent resume;
      iii. Two positive letters of recommendation with at least one from the student’s academic advisor. Professors providing recommendations shall have taught the student his/her sophomore year at DU or later.
      iv. Verification of a minimum GPA of 3.0; and B or better grades in all of the following classes that a student has taken: Principles and Accounting, Economics, Finance, Management, Marketing and Business Statistics.
      v. Students in the AAMU-DU MBA 4+1 Program will be advised to take three (3) MBA online classes offered at AAMU during their remaining semesters at DU until a bachelor’s degree is conferred by DU.
      vi. Upon successful receipt of an undergraduate degree from DU prospective students will be fully admitted to the AAMU MBA Program.
vii. Master’s coursework is expected to last one year except that, if students do not pass required courses on a timely basis and/or do not timely and successfully complete all program requirements, coursework may take longer to complete.

2. Advising and Student Success
   a. The academic success of students in this joint program will be determined by the requirements of each institution’s offering the program.
   b. DU students will be continually advised by their academic advisors for course selections toward their baccalaureate degrees at DU.
   c. DU students will be advised on MBA course selections by MBA advisor at AAMU prior to their registration of MBA courses.
   d. DU shall provide information to prospective students regarding DU’s financial aid options that are available to students while they are dually enrolled.
   e. DU will monitor the academic performance of its students enrolled under this agreement, obtain all necessary authorizations from students to obtain their educational records from AAMU, and identify problems that may interfere with the successful completion of the bachelor’s degree from DU.
   f. If AAMU receives such written authorization, it will send the DU student’s transcript to DU at the end of each session/semester until the undergraduate degree is received from DU.
   g. Students will be subject to the student codes of conduct in each institution in which they are enrolled.
   h. Students are required to fulfill all requirements set forth by each institution in order to graduate from each university. The results of course credits taken by students at each institution will be shown on the student’s transcript in accordance with each institution’s requirements.
   i. DU students are required to adhere to all other AAMU policies and requirements while enrolled at AAMU.

3. Responsibilities
   a. Dillard University will:
      i. Inform students of all AAMU-DU MBA 4+1 Program costs associated with tuition, fees payments, and other associated costs.
      ii. Confer the DU baccalaureate degree on all qualified candidates who successfully complete all DU degree requirements.
      iii. Provide all necessary supporting documents for DU students to complete the AAMU-DU MBA 4+1 Program, including final transcripts signifying completion of the baccalaureate degree.
      iv. Promote the AAMU-DU MBA 4+1 Program to prospective and current students by providing information about the program at DU staff, career planning and placement officers, relevant faculty, and all student advisors.

   b. AAMU will:
      i. Inform DU of associated program costs by July 1 of each year.
      ii. Inform appropriate AAMU personnel of the existence of the agreement and encourage support.
      iii. Ensure that final grades for each session/semester in which students are enrolled at AAMU are forwarded to DU in a timely fashion if:
          1. The appropriate authorizations from students are received by AAMU and;
          2. The students do not have outstanding financial obligations to AAMU.
      iv. Confer the AAMU Master's of Business Administration degree onto all qualified candidates who successfully complete and meet all of AAMU’s MBA Program graduation requirements.
      v. Monitor academic progress of DU students while they work towards completing the master’s degree.

   c. AAMU reserves the right to modify requirements for degree completion, but it will give notice to DU of any such modifications.

4. Payment Procedures
   a. While DU students are enrolled in the AAMU-DU MBA 4+1 Program, they will pay DU the current AAMU tuition, fees, and other associated costs billed for each semester as part of the enrollment process for each term in accordance with the same requirements as other AAMU students.
b. DU students enrolled in the AAMU-DU MBA 4+1 Program will submit current AAMU tuition, fees, and other associated costs directly to DU. By the end of each semester, DU will submit all AAMU-DU MBA 4+1 Program tuition, fees, and other associated costs to AAMU.

c. Once the students have graduated from DU and are admitted to AAMU to complete their graduate program, they will be responsible for submitting all tuition and fees directly to AAMU.

d. DU students may apply for AAMU Graduate Assistantships or Fellowships once they have completed their baccalaureate degree from DU and are fully admitted into the MBA Program at AAMU.

e. DU students may apply to reside in either AAMU on-campus housing (residence halls or campus apartments) or an off-campus location of their choosing once they are fully admitted to the AAMU MBA Program.

5. Visas

a. Should any DU student not to be a United States citizen, that student must meet all academic, financial, conduct, and admission requirements applicable to foreign students.

b. At the sole discretion of AAMU, and to the extent permitted by U.S. law, AAMU will issue a Certificate of Eligibility for Nonimmigrant (F-1) Student Status to each student so that the student may apply for an F-1 visa. It is understood that nothing in this Agreement shall be interpreted to graduate issuance of Certificates of Eligibility or visas, as there may be certain factors or U.S. federal requirements that would prohibit AAMU from issuing a Certificate of Eligibility with which to apply for a visa.

c. DU students will be responsible for all matter and expenses associated with applying for and obtaining necessary visas to enter and study in the United States. Additionally, they will be responsible for all costs of their travel, accommodation, living, other personal requirements, tuition, and fees; as well as any costs associated in returning to their home countries in case of expulsion due to academic dismissal or student misconduct.

6. Approval for use of University Name/Logo

a. DU acknowledges that the name of the "Alabama Agricultural & Mechanical University" and all symbols and logos identified with AAMU are property of, and belong solely to, AAMU. DU agrees that it shall submit all advertising relating to AAMU or the Program for AAMU's approval prior to releasing it to the media or prospective students.

b. AAMU acknowledges that the name of "Dillard University" and all symbols and logos identified with DU are property of, belong solely to, DU. AAMU agrees that it shall submit all advertising relating to DU or the Program for DU's approval prior to releasing it to the media or prospective students.

c. DU also agreed that it shall not use the name, membership mark, or any other mark or logo of the Higher Learning Commission in any of its publicizing or marketing activities.

d. AAMU also agreed that it shall not use the name, membership mark, or any other mark or logo of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in any of its publicizing or marketing activities.

7. Communications

a. Upon formal approval of this MOU agreement by the appropriate officials of both institutions, each is free to disclose the terms herein.

b. Communications may include the development of promotional publications designed to inform those who might benefit personally or professionally from the opportunities provided by this agreement. Faculty and staff at both institutions may share the information in this agreement with interested and qualified students.

c. Each institution agrees to provide counseling and advertising to interested current and prospective students. This agreement also allows AAMU staff to promote, recruit, or otherwise interact with DU students at fairs or other DU functions.

d. Faculty and staff from both DU and AAMU will collaborate on training faculty and advisors on AAMU's requirements, and may collaborate on conferences and symposia that promote graduate school programs.

8. Authority to Contract

a. Neither party has authority to enter into contracts or agreements on behalf of the other party.
9. No Assignment
   a. Neither party may assign its rights or obligations under this Agreement to any other person or company without prior written approval of the other party.

10. Revocation/Change
   a. This agreement is subject to change including the opportunity to add or delete degree programs by mutual consent.

11. Designated Representative
   a. The Provost and Vice President for Academic Affairs and Research at Alabama A&M University and the Vice President for Academic Affairs at Dillard University shall be the designated representatives of the parties, unless the parties designate otherwise in writing. All business documents, notices, questions, problems, administrative matters and communications regarding this agreement shall be directed to:

   AAMU: Dr. Daniel Wims, Provost and Vice President for Academic Affairs and Research
   Alabama A&M University
   108 Patton Hall
   PO Box 4900 Meridian Street
   Normal, AL 35762
   daniel.wims@aamu.edu

   DU: Dr. Yolanda W. Page, Vice President of Academic Affairs
   Dillard University
   2601 Gentilly Blvd.
   New Orleans, LA 70122, U.S.A.
   ypage@dillard.edu

12. Amendments to be in writing
   a. No modification or amendment to this Agreement may be made unless agreed to by AAMU and DU in writing. AAMU and DU agree that any modification or amendment to this MOU Agreement shall become effective upon a date agreed to by the respective institutions in writing, but shall not affect those students participating in the AAMU-DU MBA 4+1 Program on the effective date of the said modification or amendment unless otherwise agreed to by AAMU and DU in writing.

13. Disputes
   a. The parties will attempt to resolve any disputes arising from the implementation of the agreement through friendly consultations, except as otherwise provided for in this agreement.

14. Enforceability
   a. If any term or provision of this agreement or the application of any term or provision of this agreement to any person or circumstances shall, to any extent, be invalid for unenforceable, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15. Circumstances Beyond the Parties' Control
   a. AAMU shall not be liable to DU or to any enrolled student for the failure to provide or complete the program or for interruptions in the program by reason of any act of natural disaster, labor dispute, disruption or break-down of facilities, legal enhancement, governmental order or regulation, or any other cause beyond the control of AAMU.
   b. DU shall not be liable to AAMU or to any enrolled student for the failure to provide or complete the program or for interruptions in the program by reason of any act of natural disaster, labor dispute, disruption or break-down of facilities, legal enactment, government order or regulation, or any other cause beyond the control of DU.
   c. Notwithstanding anything stated to the contrary, any unpaid obligation to pay funds to the other, and all amounts owed by students to each party, shall remain after the expiration of this agreement until paid.
16. No Waiver of Rights
   a. Waiver by either party of any breach of any term or condition of this agreement shall not be deemed to be waiver of any right or remedy resulting from that breach, nor shall such waiver constitute a waiver of any other term or condition of this agreement.
   b. The failure of either party to enforce, at any time or for any period of time, any provision of this agreement shall not be construed as a waiver of such provision. Any waiver of the breach hereunder shall be in writing and shall not be construed as a waiver of further breaches unless expressly stated.

17. Entire Agreement
   a. This and all addenda and signed amendments constitute the entire Agreement of the parties; and no other representations, promises, or agreements, oral or otherwise, shall be of any force or effect, unless both parties agree in writing otherwise subsequent to the date of this Agreement.
   b. To be binding on the Parties, any representation or statement to be relied upon as a contractual obligation must sign by respective authorized representatives of DU and AAMU.

18. Duration and Termination of Agreement
   a. The agreement may be terminated in the following cases:
      i. Any party fails to make compensation within thirty days of the other party's request;
      ii. Any party does not perform its own duties for sixty consecutive days because of force majeure;
      iii. Under the influence of force majeure like student or faulty recruitment difficulties, any party who wants to terminate the agreement shall give notice to the designated legal contact of the other party in writing at least 6 months in advance for the purpose of protecting the rights and interests of the students at school. If both parties agree, this agreement shall be terminated six months after the other party receives the notice.
      iv. Failure of any party to implement or meet the requirements of the Agreement because of changes to University, government, or public management policies and regulations;
   b. Any termination, except for failure to perform, must be set forth in writing.
   c. If the agreement is terminated before its expiration, each party shall make proper arrangements to ensure its obligations to pay any funds owed to the other party and will work with the other party to advise students currently in the program as to how to proceed. This article remains effective after the termination of the agreement.
   d. The termination of the agreement shall be made without prejudice to the accrued, rights and interests of either party upon termination.
   e. Party may terminate this agreement by written notice to the other party, giving at least 6 months' notice of intent to void the agreement.

19. Authority to Sign Agreement and Bind Parties
   a. The parties signing this agreement warrant that they have the authority to bind and sign agreements on behalf of their respective parties and to enter into this agreement. Each party shall provide written documentation of this authority upon request by the other party. If a person who signs this agreement does not have the authority to bind the respective party at the time of signing, the other party shall have the option to declare this agreement null and void.
   b. This Agreement is the entire agreement of the parties with respect to the subject matter therein, and supersedes any prior understanding, agreement, or correspondence.
   c. DU and AAMU have executed this Agreement, each with the intent of being legally bound.
IN WITNESS WHEREOF, the following duty authorized representatives set forth their signatures:

Kristen Broady  
Dr. Kristen E. Broady, Dean  
College of Business  
Dillard University  

Dr. Del Smith, Dean  
Alabama A&M University  
College of Business & Public Affairs  

Yolanda W. Page  
Vice President for Academic Affairs  
Dillard University  

Dr. Daniel Wims, Provost  
Alabama A&M University  

Dr. Walter M Kimbrough, President  
Dillard University  

Andrew Hugine Jr., President  
Alabama A&M University  

6/15/2020  
Date  

Reviewed for Legal Sufficiency:  

Mr. Ralph Johnson  
Vice President of Business and Finance/CFO  
Dillard University  

Mr. Brendan Greene  
General Counsel  
Dillard University  

Date
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Signed document emailed to Darlene Ledet (dledet@dillard.edu), Rachel Mercadel (rmercadel@dillard.edu), Trudy Jackson (tjackson@dillard.edu), Yolanda Page (ypage@dillard.edu), and 1 more
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