COOPERATION AGREEMENT
between
WESTERN MICHIGAN UNIVERSITY
and
DILLARD UNIVERSITY

NOW, THEREFORE, it is agreed by and between Dillard University (DU), New Orleans, Louisiana, USA, and the Board of Trustees of Western Michigan University (WMU), Kalamazoo, Michigan, USA, to develop a joint partnership whereby DU students will have the opportunity to take courses through WMU’s Department of Blindness and Low Vision Studies ("BLVS" or "Department") that can lead to a Master of Arts degree in BLVS. This joint initiative will hereinafter be known as Accelerate to Degree (ATD-BLVS) program.

THIS COOPERATION AGREEMENT is effective January 1, 2019 through August 1, 2023.

AGREEMENT

WMU 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, WMU and DU hereby agree as follows:

1. Student Eligibility to Participate in ATD-BLVS
   a. DU students must have completed the first semester of their junior year have a minimum GPA of 3.0;
      i. If a student has attended more than one institution, all transcripts must be submitted with the application, and a 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 prerequisites, the student must submit those examination results with the application. Examination results will be evaluated on the same bases as are used for WMU students.
   b. DU students must complete a guest application and submit a departmental profile to the WMU BLVS Department, which includes:
      1. A written statement of purpose;
      2. Verification of a minimum GPA of 3.0;
      3. Three positive letters of recommendation with at least one from a professor in the student’s selected major and one from the student’s academic advisor. Professors providing recommendations shall have taught the student in his/her sophomore year at DU or later.
      4. The faculty advisor shall make admissions decisions to the program for which the student applies.
5. Students in the ATD-BLVS program will have "guest student" status at WMU and full-time student status at DU until a bachelor's degree is conferred by DU.

6. Upon successful receipt of an undergraduate degree from DU, prospective students may choose to apply to one of two master's degree programs at WMU: Vision Rehabilitation Therapy (VRT) or Orientation and Mobility for Adults (OMA).

7. 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 each program will be determined by the requirements of the institution offering the program.

   b. DU students will be able to reverse WMU credit back to DU as electives, which may be used to fulfill DU graduation requirements where the bachelor's degree will be conferred.

   c. DU shall provide information to prospective students regarding DU's financial aid options that are available to students while they are dually enrolled.

   d. DU will advise its students regarding nomination criteria, admissions and program requirements to enroll in WMU's BLVS courses.

   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 WMU, and identify problems that may interfere with the successful completion of the bachelor's degree from DU.

   f. If WMU 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 of the institutions 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 WMU policies and requirements while enrolled at WMU.
3. Responsibilities
   a. Dillard University will:
      i. Inform students of all ATD-BLVS 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, including the credits
         earned while a guest student at WMU under this ATG-BLVS program.
      iii. Provide all necessary supporting documents for DU students to complete
         the ATD-BLVS program, including final transcripts signifying completion
         of the baccalaureate degree.
      iv. Promote the ATD-BLVS to prospective and current students by providing
         information about the program to DU staff, career planning and placement
         officers, relevant faculty, and all student advisors.
   b. WMU will:
      i. Inform DU of associated program costs by July 1 of each year.
      ii. Inform appropriate WMU 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 WMU are forwarded to DU in a timely fashion if: 1) the
         appropriate authorizations from students are received by WMU; and 2) the
         students do not have outstanding financial obligations to WMU.
      iv. Confer the WMU master's degree onto all qualified candidates who
         successfully complete and meet all of WMU's BLVS Program graduation
         requirements.
      v. Monitor academic progress of DU students while they work towards
         completing the master's degree.
   c. WMU reserves the right to modify requirements for degree completion, but it will
      give notice to DU of any such modifications.

4. Payment Procedures
   a. Because DU students under this program are considered "guest students" at
      WMU, DU students are responsible for paying all tuition and fees directly to
      WMU. A tuition scholarship from WMU may be available and, if so, will be
      prorated across the academic sessions and semesters and will be taken into
      account prior to billing. Scholarship amounts, if any, for the subsequent year will
      be determined on a year-to-year basis and will depend on WMU's budget and
      resources available.
   b. Once the students have graduated from DU and are admitted to WMU to
      complete their graduate program, they will be responsible for submitting all
      tuition and fees directly to WMU.
   c. While DU students are enrolled at WMU as "guest students," each will pay WMU
      the cost of tuition and fees billed for each session/semester as part of the
      enrollment process for each term in accordance with the same requirements as
      other WMU students.
d. DU students may apply for WMU Graduate Assistantships or Fellowships once they have completed their baccalaureate degree from DU and are admitted into the graduate program at WMU.

e. DU students are responsible for paying all of their own housing, meals, transportation, and other living costs while on-site at WMU.

f. DU students may apply to reside in either WMU on-campus housing (residence halls or campus apartments) or an off-campus location of their choosing.

g. DU understands and agrees that WMU has no responsibility for finding or placing DU students in WMU housing. However, WMU to the best of its ability will assist DU students in locating appropriate housing facilities while the students are dually enrolled at both institutions.

h. Failure to timely pay all amounts owed to WMU for WMU housing costs will subject DU students to the same types of consequences faced by other WMU students for failure to pay amounts owed to WMU.

5. Visas

a. Should any DU student not 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 WMU, and to the extent permitted by U.S. law, WMU will issue a Certificate of Eligibility for Nonimmigrant (F-1) Student Status to each such student so that the student may apply for an F-1 visa. It is understood that nothing in this Agreement shall be interpreted to guarantee issuance of Certificates of Eligibility or visas, as there may be certain factors or U.S. federal requirements that would prohibit WMU from issuing a Certificate of Eligibility with which to apply for a visa.

c. DU students will be responsible for all matters 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 "Western Michigan University" and all symbols and logos identified with WMU are property of, and belong solely to, WMU. DU agrees that it shall submit all advertising relating to WMU or the Program for WMU’s approval prior to releasing it to the media or prospective students.
b. WMU acknowledges that the name of “Dillard University” and all symbols and logos identified with DU are property of, and belong solely to, DU. WMU 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 agrees 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. WMU also agrees 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 cooperation 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 advising to interested current and prospective students. This agreement also allows WMU staff to promote, recruit, or otherwise interact with DU students at fairs or other DU functions.

   d. Faculty and staff from both DU and WMU will collaborate on training faculty and advisors on WMU’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 Dean of the Graduate College at WMU and the Vice President for Academic Affairs at DU 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:

WMU: Dr. Jennifer Bott, Provost and Vice President for Academic Affairs Western Michigan University 1903 West Michigan Ave. Kalamazoo, Michigan 49008, U.S.A. Jennifer.bott@wmich.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 WMU and DU in writing. WMU and DU agree that any modification or amendment to this Agreement shall become effective upon a date agreed to by the respective institutions in writing, but shall not affect those students participating in the AID-BLVS Program on the effective date of the said modification or amendment unless otherwise agreed to by WMU 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 or 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. WMU 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 enactment, governmental order or regulation, or any other cause beyond the control of WMU.

   b. DU shall not be liable to WMU 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, governmental 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 a 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 a 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 be signed by respective authorized representatives 
of DU and WMU.

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 faculty 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 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 to 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 WMU have executed this Agreement, each with the intent of being legally bound

IN WITNESS WHEREOF, the following duly authorized representatives set forth their signatures:

Dillard University

Dr. Walter M. Kimbrough
President

Western Michigan University

Dr. Edward Montgomery
President

Date: 12/10/18

Date: