



**Memorandum of Understanding
Between
ORAL ROBERTS UNIVERSITY
Tulsa, Oklahoma, USA**



**and
COLLEGE OF THE MUSCOGEE NATION
Okmulgee, Oklahoma, USA**

I. Preamble

In accordance with the principles of mutual benefit and cooperation, **Oral Roberts University (ORU)** of Tulsa, Oklahoma, United States of America, and **College of the Muscogee Nation (CMN)** of Okmulgee, Oklahoma, United States of America, agree to sign the following Memorandum of Understanding (MOU) to facilitate closer collaboration between the two parties.

II. Institutional Information

Oral Roberts University is a not-for-profit higher education institution. As an accredited, comprehensive Christian university committed to an educational environment of excellence, **ORU** emphasizes academic achievement, leadership ability, a healthy lifestyle, and a commitment to service. **ORU's** mission includes providing a "whole person education," which develops Spirit-empowered leaders who have spiritual integrity, personal resilience, intellectual pursuit, global engagement, and a bold vision.

College of the Muscogee Nation is a not-for-profit higher education institution. As an accredited Tribal College is supported by teaching excellence and exemplary academic programs, **CMN** emphasizes Native American culture, values, language, and self-determination. **CMN's** mission includes encouraging life-long learners for personal growth, professional development, and intellectual advancement.

III. Goals and Objectives of the Agreement

Based on the principles of mutual benefit, both parties agree to consider collaborative and cooperative activities in the following areas:

- A.** Promotion of **ORU** in **CMN** events and activities.
- B.** **ORU** tuition discounts for **CMN** students, and faculty.
- C.** **CMN** will make shared learning opportunities available for **ORU** students through engagement/exposure during conferences, special events, concerts, meetings with guest speakers/performers, internships and other opportunities as applicable.
- D.** Other such activities as may be mutually agreed upon.

IV. Terms and Conditions

Both parties agree to comply with, and assist the other party in compliance with, applicable laws, standards, rules and regulations. Both parties agree that all financial arrangements necessary for the implementation of this Agreement must be negotiated separately.

Collaborative activities between the two parties that are not covered by the scope of this Agreement will be guided by separate Agreements between the two parties after detailed discussion and negotiation. The initial Agreement by both parties is listed below:

A. ORU shall:

- ORU will guarantee 50% off for full-time undergraduate residential on-campus programs provided through scholarship and state/federal grant programs. A Free Application for Federal Student Aid (FAFSA) will be required. Muscogee Nation would then match the remaining 50% or less remaining.
- For Graduate, 50% for full-time residential programs. Muscogee Nation would then match the remaining 50% or less remaining.
- Offer significantly discounted military tuition pricing for online undergraduate and graduate degree programs:
 - a. Military discounts apply to students who are serving in or who are veterans of the US Armed Forces and Reserves.
 - b. Military discounts do not combine with other discounts provided in this MOU.
- For Virtual, 35% for full-time undergraduate residential programs provided through scholarship and state/federal grant programs. A FAFSA will be required. Muscogee Nation would then match the remaining 65% or less remaining.
- Supplementing the existing online discount, ORU will provide an additional 10% discount for all enrolled students who meet application requirements.
- Provide approved marketing materials for CMN to use for promoting ORU.

B. CMN shall:

1. Actively promote ORU at CMN events and activities.
2. Actively promote ORU on CMN's website and social media outlets.
3. Encourage students, staff, and faculty to pursue education and leadership development opportunities through ORU's certificate and degree programs.
4. Make shared learning opportunities available for ORU students through engagement/exposure during conferences, special events, concerts, meetings with guest speakers/performers, internships and other opportunities as applicable.
5. Create regular (once per semester or at minimum annually) virtual sessions available for ORU to promote programs and share the admission process with interested prospective students, parents, and leaders.
6. Provide proper validation of CMN students, staff, and faculty in order to receive the listed discounts.

V. Implementation of Memorandum of Understanding

Both parties agree to hold further discussions on the implementation of Articles III and IV of this MOU.

VI. Duration of Memorandum of Understanding

This MOU takes effect from the date both parties sign, and it shall be in effect for three (3) years in the first instance. The Parties agree to review this MOU after three (3) years in order to evaluate the progress and improve the quality of the exchange and collaboration.

VII. Intellectual Property

Each party to this MOU shall own the Intellectual Property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities completed by this MOU. Intellectual Properties conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

VIII. Language of Execution

Although all languages are deemed equally authentic, should this MOU be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All notices, communications and proceedings under this MOU shall be delivered/conducted in English. This MOU may be executed in multiple counterparts, each of which will be deemed to be an original but all of which together will constitute but one and the same instrument.

IX. Indemnification

ORU and **CMN** shall each indemnify and hold harmless the other, its officers, agents, and employees, for any and all liability, damages and costs attributable to the negligent acts or omissions of the indemnifying party, its officers, agents, and employees while acting within the scope of their employment, and in furtherance of activities described in this MOU.

X. Use of Name

Any use of the name, **Oral Roberts University** or **CMN Name**, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOU shall be subjected to the prior written approval of both parties.

XI. Liability Insurance

Each party shall be solely responsible for its own actions, negligent acts, errors or omissions and provide protection against bodily injury or property damaged by their faculty/employee arising from this MOU.

XII. Financing Arrangements

It is understood that financing will be required to undertake specific activities and that such financing could be provided by external sources. Except where funding has been secured from external sources, each party shall be responsible for its own costs in relation to all matters arising out of this MOU or as agreed upon in writing prior to the initiation of any such activity.

XIII. Resolution of Disputes

Both parties hereby undertake to use their best efforts to mutually resolve any dispute{s} that may arise as between them from the interpretation and enforcement of this Agreement. If the dispute cannot be resolved, this MOU shall be deemed terminated, provided existing or ongoing programs shall be given sufficient time to conclude.

XIV. Conduct

Exchange faculty and students shall abide by the local and national laws of the Country of each institution and by the rules and regulations of the host institution.

XV. Confidentiality

The parties agree to keep confidential all their collaborations and discussions under this MOU. Neither party shall intentionally disclose the other's confidential information to third parties other than to its employees, consultants, and subcontractors who need to have such information for the purposes of this Agreement, and shall ensure that such recipients are bound by the same confidentiality obligations.

XVI. Non-Assignment

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

XVII. Modification/Termination

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the parties relating to collaboration and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties. This Agreement can be terminated at will by either party by giving a minimum of three (3) months' notice in writing to the other party in accordance to United States and Oklahoma law. Notice is effective when deposited in care of each party's responsible representative, named below, or when otherwise reasonably effectuated.

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XVIII. Endorsement/Contact

This Memorandum of Understanding shall become effective upon the date of signature by the representatives of the two parties. The MOU is valid for three (3) years from the date of signature and may be renewed by written consent by both parties.

For ORU: The Provost, Dr. Kathaleen Reid-Martinez, will serve as the primary contact at Oral Roberts University, 7777 S. Lewis Avenue, Tulsa, OK, 74171, USA.
Email: kreid-martinez@oru.edu. Phone: (918) 495-7855.

For CMN: The President, Dr. Monte Randall, will serve as the primary contact at CMN, 2170 Raven Circle, Okmulgee, OK, 74447.
Email: mrandall@cmn.edu. Phone: (918) 549-2800.



Dr. William M. Wilson
President
Oral Roberts University



Dr. Monte Randall
President
College of the Muscogee Nation

Date: December 6, 2023

Date: 12-6-23