

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding this “**MOU**” is entered into by and between College of the Muscogee Nation, located at 2170 Raven Circle, Okmulgee, OK 74447 hereafter “**CMN**” and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, located at 4505 South Maryland Parkway, Las Vegas, Nevada 89154 hereafter “**UNLV**”. The institutions desire to engage in discussions regarding academic, scientific and cultural collaboration under this non-binding agreement. This MOU is effective as of the last date any authorized signatory affixes his/her signature below “**Effective Date**”.

I. OBJECTIVES

Under this MOU the institutions intend to promote cooperation which will advance educational and research activities as well as opportunities for faculty, staff and students to contribute to enhancing the functions of both institutions.

II. ACTIONS

A. Actions that may be carried out under this MOU include:

1. Arranging development of visiting student and faculty programming;
2. Joint research projects;
3. Exchange of information in the area of scientific education and research which is of mutual interest to both institutions;
4. Special short-term academic, training and cultural programs, and/or jointly organized workshops;
5. Joint organization of conferences and exhibitions;
6. Pursuing other mutually advantageous undertakings; such as jointly promoting Associates, Bachelor's and Graduate degrees at institutions;
7. Develop articulation agreements to provide pathways for academic students' progression;
8. Work collaboratively to identify Tribal and commercial gaming/hospitality partners to support student employment, internships and experiential learning opportunities.

Activities shall take place according to the needs and priorities of each institution.

B. The institutions agree that the programs that may develop from this cooperation will be subject to the following:

1. This MOU relates only to the efforts of the institutions as outlined herein. While the parties intend to pursue the objectives defined in this MOU, they will do so on the basis of mutual benefit. Agreements that set forth specific arrangements for program implementation will be separately developed and agreed to in implementing agreements facilitated by this MOU.

2. Any opportunities for students and exchange of academic personnel will be in conformance with the rules, regulations and policies established by each institution.
3. The parties will each appoint one responsible person for the discussion of the programs developed under this MOU. For UNLV, the contact is the Director of Tribal Education. For CMN, the contact is the Gaming Programs Coordinator.
4. For each program that may be developed under this MOU, the parties will agree upon the financial resources that will be provided by each institution. Such financing will be subject to the rules, regulations and policies of each institution and to the applicable laws. The participation of each institution in any of the specific programs will be subject to the availability of funds.
5. Both institutions agree that the personnel provided by each institution for the implementation of the programs that may arise from this MOU will be affiliated exclusively with his/her employer, that each institution will assume its responsibilities to this end, and in no case will either institution in any way be liable for the actions of the other.
6. All intellectual property owned or controlled by either institution will remain its sole and exclusive property and will not be used by the other institution for any purpose without the prior written authorization of the institution that owns or controls it. Nothing contained in this MOU shall be deemed to grant to the other institution any right or license in respect of any patents, inventions, technical information or any intellectual property rights owned by either institution.
7. This MOU is subject to the provisions of the State of Nevada Public Records Law, Nev. Rev. Stat. 239.010, such that this MOU and any information or documents received from CMN may be open to public inspection and copying.
8. CMN certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government of the United States, or in receipt of a notice of proposed debarment from any United States agency or local public body. CMN agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this MOU.
9. No publicity or advertising regarding any activities or developments under this MOU will be released by either institution except by mutual written agreement of the institutions. Neither institution may use any identifying marks or logos of the other without the express written permission of the other institution.
10. Nothing herein shall be construed to create an agency relationship between the institutions, or any employment relationships between the institutions for any faculty or staff member. Neither institution shall be authorized to act as the representative or agent of the other

relative to third parties. The institutions are independent contractors and no legal relationship is intended by this MOU.

11. Each institution acknowledges that it is responsible for its own compliance with all U.S. laws and regulations; and each institution acknowledges it will not knowingly export directly or indirectly, through its affiliates, licensees or subsidiaries, any export-controlled hardware, software or technical data in the performance of this MOU without a required license/authority which will be obtained by the responsible party from the appropriate U.S. authority.
12. In no event will either institution be liable for any special, incidental, indirect or consequential damages in connection with this MOU, whether based on an action or claim in contract, equity, indemnity, tort (including negligence), intended conduct, strict liability or otherwise, even if such damages are foreseeable.

III. DURATION, MODIFICATIONS AND TERMINATION

This MOU will be in effect for three (3) years from the Effective Date. This MOU may be modified or extended by written amendment executed by both institutions. This MOU may be terminated for any reason by either institution by giving to the other thirty (30) days' written notice prior to such termination.

IV. DISPUTE RESOLUTION

This MOU is entered into by the institutions in good faith. The institutions will use their best efforts to resolve any conflict or dispute which may arise regarding the interpretation and enforcement of this MOU. Any disputes or conflicts which cannot be resolved at the appropriate operating levels shall be referred to the presidents of each institution for final resolution.

V. ASSIGNMENT

Neither this MOU, any interest herein nor any claim hereunder, shall be assigned or transferred by either institution unless expressly authorized in writing by the other institution.

VI. COMMUNICATION AND COORDINATION

To provide for consistent and effective communication between CMN and UNLV, the following points of contact are established:

For UNLV:

David Cárdenas, Ph.D.
Dean, College of Hospitality
4505 S. Maryland Parkway
Las Vegas, Nevada 89154
USA
david.cardenas@unlv.edu
702-895-3411

For CMN:

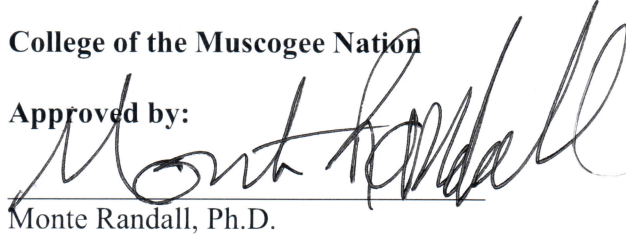
Dr. Monte Randall, Ph.D.
President
2170 Raven Circle
Okmulgee, OK 74447
Muscogee (Creek) Nation
USA
mrandall@cmn.edu
918-549-2800

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

College of the Muscogee Nation

Approved by:



Monte Randall, Ph.D.

President

Date: 6-6-25

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

Recommended by:

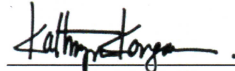


David Cárdenas, Ph.D.

Dean, College of Hospitality

Date: 6/6/2025

Approved by:



Kate Hausbeck Korgan, Ph.D.
Senior Vice Provost for Academic Affairs

Date: 05/12/2025