



**MEMORANDUM OF UNDERSTANDING
BETWEEN
DELGADO COMMUNITY COLLEGE
AND
XAVIER UNIVERSITY OF LOUISIANA**

Xavier University of Louisiana (XU) and Delgado Community College (DCC) are autonomous institutions located in the City of New Orleans, Louisiana. Although each of these institutions has its own distinct mission, a major commitment of each is to provide educational services to the people of the Greater New Orleans area. This common goal, together with geographic proximity, argues for close cooperation between the two institutions. It is in this spirit of cooperation that Xavier University and Delgado Community College enter into this Memorandum of Understanding.

WHEREAS, the parties believe that there is great value in promoting higher education and academic achievement, and

WHEREAS, the parties recognize the important role that education plays in enhancing mutual understanding, friendship, and good relations.

NOW, therefore, both parties are interested in exploring, in good faith, opportunities for future academic and educational collaborations through their respective institutions, namely Delgado Community College and Xavier University of Louisiana, and set forth their intent as follows:

- 1. Potential Types of Collaboration.** Some types of collaboration that the parties may consider pursuing include the following:
 - A process for dual admissions
 - Seamless transfer of DCC students to XU
 - Scholarship opportunities for qualifying DCC students
 - A reinstatement of an articulation agreement between DCC and XU
 - Transfer credits of DCC online courses to XU
 - Funding opportunities for academic partnerships
 - Development of joint academic programs
 - Curricular alignment in specific academic disciplines
 - Exchange of information consistent with applicable copyright laws.


- 2. Consistency with Institutional and Legal Requirements.** Future collaborations, if any, will be consistent with both institutions' respective educational missions, policies and regulations, and consistent with the laws of State and Federal Governments.

- 3. Future Obligations.** The parties acknowledge and agree that this Memorandum of Understanding does not create any binding legal obligations or financial commitments. The parties recognize that any such future obligations or commitments must be agreed upon in writing, which must be signed by an authorized representative of each of their institutions. The parties also recognize that any future obligations or commitments will depend on the availability of funds for each party.
- 4. Term.** This Memorandum of Understanding shall commence on September 12, 2011 and shall end on September 12, 2016. Any work continuing beyond these dates shall not be considered part of this Memorandum of Understanding. Either party may terminate its participation in this Memorandum of Understanding by giving thirty (30) days written notice. Termination shall not relieve the terminating party of obligations arising under this Memorandum of Understanding in connection with activities performed prior to termination. Either party may terminate this Memorandum of Understanding for cause, at any time and without notice, in the event of a material breach by either party of the terms and conditions hereof.


All signatories hereby warrant that they have been and are duly authorized to execute this Memorandum of Understanding and any amendments thereof. This Memorandum of Understanding constitutes the entire Memorandum of Understanding among the parties concerning the matters contained herein.

All parties agree to support this Memorandum of Understanding, agree to be bound by it, and commit to acting in good faith, with all due diligence, to effect its success and comply with its intent.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date below.


Deborah R. Lea, M.Ed.
Acting Chancellor, Delgado Community College

September 12, 2011
Date


Norman C. Francis, J.D., LL.D.
President, Xavier University of LA

9/12/2011
Date