

MEMORANDUM OF UNDERSTANDING (MOU)

Between

UNIVERSITY OF THE VIRGIN ISLANDS (UVI)
and
SIR ARTHUR LEWIS COMMUNITY COLLEGE (SALCC)

THIS MEMORANDUM OF UNDERSTANDING made this 4th day of June, 2019, by and between the SIR ARTHUR LEWIS COMMUNITY COLLEGE, a tertiary educational institution established under the provisions of the **Sir Arthur Lewis Community College Act** Cap. 18.08 of the Revised Laws of Saint Lucia 2008 situate at Morne Fortune in the Quarter of Castries acting herein and represented by Dr. Merle St. Clair Auguste, Vice Principal, for the said Sir Arthur Lewis Community College (hereinafter referred to as "SALCC") and the UNIVERSITY OF THE VIRGIN ISLANDS, No. 2 John Brewers Bay, St. Thomas, U.S. Virgin Islands 00802, an instrumentality of the Government of the United States Virgin Islands and represented by Dr. David Hall for the said University of the Virgin Islands (hereinafter referred to as "UVI").

WHEREAS, UVI is committed to supporting the intellectual and professional development of the workforce in the Virgin Islands and wider Caribbean as part of the University's mission; and

WHEREAS, UVI and SALCC have agreed to enter into a MOU which would establish areas of functional cooperation and the tuition rates to be charged to the undergraduate and graduate students from Saint Lucia including those graduating from SALCC as per the terms of the Memorandum of Understanding; and

WHEREAS, UVI is desirous of establishing parameters of functional cooperation and tuition rates for the MOU that would be directly tied to future increases in the University's tuition rates; and

WHEREAS, SALCC and UVI are committed to the terms of the MOU:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Course of Action

UVI and SALCC shall delineate a clear path of transition and/or credit transfer from SALCC to UVI including 2+2 and 2+3 programs.

UVI shall offer Saint Lucia students pursuing undergraduate and graduate degrees at UVI a tuition rate of 1.75 times tuition rates established for residents of the United States Virgin Islands to enroll in undergraduate or graduate programs at UVI.

Non-Saint Lucia students who graduate from SALCC with an associate degree or equivalent CXC CAPE qualifications shall be offered a tuition rate of 1.75 times tuition rates established for residents of the United States Virgin Islands to enroll in undergraduate or graduate programs at UVI.

SALCC shall inform its students and the general public within its jurisdiction about the MOU with UVI and the opportunity for citizens and residents of St. Lucia to pursue studies at the undergraduate and graduate levels.

SALCC shall make best effort to ensure classroom and office space in the event of a UVI physical presence in St. Lucia for purposes of offering applicable cohort driven hybrid undergraduate and graduate degree programs for those persons who for various reasons are unable to attend classes on the UVI USVI or St. Maarten campuses. Students pursuing a graduate degree should be admitted to the specified graduate degree program at UVI. A further agreement shall be drawn up to define the terms under which this course of action shall be implemented. The two institutions shall decide the specific details which shall be agreed upon in writing by both institutions prior to initiation of the activity.

Prior to their attending or participating in any programs and courses offered by UVI, UVI shall assist students in the planning stages to afford the best opportunity to pursue those degrees and programs offered at UVI; and will advise them on programs and courses available at SALCC which will give them the best preparation.

UVI and SALCC shall collaborate on projects and information/knowledge transfer in areas such as but not limited to sports, early childhood education, alternative energy, entrepreneurship, conservation and fisheries, agricultural research, educational and psychological research pertaining to social issues, risk management, disaster management, leadership and governance, faculty and student exchange, institutional and student learning outcomes assessment, accreditation standards, inter-institutional lecture series, and performing arts.

SALCC shall facilitate the requisite exemptions to UVI faculty and staff to teach courses, perform consultancies, and conduct joint research with SALCC faculty and staff. A further agreement shall be drawn up to define the terms under which this course of action shall be implemented. The two institutions shall decide the specific details which shall be agreed upon in writing by both institutions prior to initiation of the activity.

SALCC shall recognize UVI as an institution at which SALCC students may pursue undergraduate and graduate studies.

Duration and Monitoring of the MOU

This MOU shall be for a period of ten (10) years from the date of signing. A mid-term review shall be conducted after five years to determine what adjustments may be required, such adjustments to not be unreasonably denied.

Modifications to the MOU

The MOU may be amended at any time by mutual written consent of both institutions.

Termination of the MOU

Either party shall have the right to terminate this MOU with or without cause upon ninety (90) days written notice to the other party specifying the date of termination. If this MOU is so terminated, the parties shall be liable only for performance rendered or costs incurred, or which have been obligated, in accordance with the terms of this MOU and any separate agreements drawn up for specific projects and other activities as agreed upon in writing by both institutions prior to the effective date of termination.

Conditions

This MOU establishes a framework for voluntary cooperation between UVI and SALCC which is deemed by each to be in their respective best interests and which will result in desirable outcomes for each institution. Nothing herein shall be construed as establishing or imposing any legal obligations on the other party, nor is the execution of this MOU to be construed as an acceptance of any liability for any action contemplated by the MOU, either on the part of the respective institutions, or their employees, agents and assigns.

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, or employment relationship shall be created or inferred by the existence or performance of this Agreement, and none of the parties shall have any authority to bind the others in any respect whatsoever. Nothing in this MOU is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.

Each party to this MOU is free to undertake similar initiatives with other organizations.

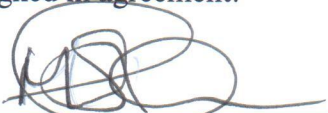
This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the matters contained herein are merged herein.

UVI and SALCC each agree that they, their designees and assigns are acting as independent contractors and not as an agent, partner, employee or joint venture party of the other party to this MOU.

Except as may otherwise be agreed in writing, each party shall bear their own expenses in connection with all matters contemplated by this Agreement.

Each of the persons below executing this document warrants and represents to the others that he has the capacity and authority to enter into this Agreement and that in doing so; he/she is not in violation of any other contract or obligation whatsoever.

Signed in agreement:



Dr. Merle St. Clair Auguste
Vice Principal, SALCC

4/06/2019
Date





Witness

4th June 2019
Date

Dr. David Hall
President, UVI

Date

Witness

Date