



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

BLUEFIELD STATE COLLEGE (BSC)

AND

**PIPESTEM STATE PARK (PSP)
CAMP CREEK STATE PARK (CCSP)
PINNACLE ROCK STATE PARK (PRSP)
LITTLE BEAVER STATE PARK (LBSP)
BLUESTONE STATE PARK (BSP)**

BSC- "PSP," "CCSP," "PRSP," "LBSP," and "BSP" M.O.U.

PREAMBLE

Following communications between Bluefield State College, 219 Rock Street, Bluefield, West Virginia, United States of America, and Pipestem State Park, Camp Creek State Park, Pinnacle Rock State Park, Little Beaver State Park, and Bluestone State Park, a formal Memorandum of Understanding is made between Bluefield State College (hereinafter "BSC") and Pipestem State Park, Camp Creek State Park, Pinnacle Rock State Park, Little Beaver State Park, and Bluestone State Park, (hereinafter referred to as "PSP," "CCSP," "PRSP," "LBSP," and "BSP"). BSC and "PSP," "CCSP," "PRSP," "LBSP," and "BSP" desire to establish certain cooperative programs beneficial to the respective institutions and to promote the development of joint studies, research and training activities, internships and service learning experiences, and other educational programs of mutual interest.

AGREEMENT

In contemplation of the relationship to be established and for consideration, parties agree as follows:

1. This Agreement replaces any and all previous agreements between the parties. Subsequent discussions, agreements and understandings, whether verbal or in writing, are subsumed by this Agreement. Any changes require written agreement by both parties.
2. This Agreement is not considered to be a contract creating legal and financial obligations between BSC and "PSP," "CCSP," "PRSP," "LBSP," and "BSP". This Agreement is designed to facilitate and develop genuine and mutually beneficial study programs, research relationships, paid internships, and service learning programs.
3. It is agreed that BSC and "PSP," "CCSP," "PRSP," "LBSP," and "BSP" will work together to promote the following:
 - a. Academic Programs
 - b. Paid internships and unpaid/volunteer community service and service learning
 - c. Curriculum development to promote missions of partners named in this document
 - d. Collaborative research in any field of interest common to the partners
 - f. Creation and organization of conferences to promote missions of partners named in this document
 - g. Any other activity mutually agreed to between the parties.
4. This Agreement is incorporated into and will provide the foundation and framework for the particular projects developed by academic and administrative units from the partner entities and embodied in subsequent agreements. As specific projects are developed, memoranda of agreements will be created and signed by both parties regarding the specific terms of those projects.
5. This Agreement, when executed by the parties, shall continue for a period of three (3) years ending three years from the date of signing by all parties. Upon written agreement by the parties, this Agreement may be renewed for an additional period of time with notification at least six (6) months before expiration of the agreement. The parties involved may terminate the Agreement with six (6) months' written notice of intent to terminate.

BSC- "PSP," "CCSP," "PRSP," "LBSP," and "BSP" M.O.U.

6. Neither party is obligated to expend any resources in connection with this Agreement. To the extent that resources are expended in connection with this Agreement, each party is responsible for the resources necessary to perform its obligations under this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources. BSC and the partners may jointly or individually seek funding and other support from third parties to support activities under this Agreement.

7. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint ventures or agents as between the parties. The parties to this Agreement are acting as independent participants. In the event that the parties decide to engage in activities which involve employment, separate agreements addressing those issues will be required.

8. The parties shall cooperate mutually to resolve any dispute or misunderstanding by collaboration and discussion.

9. The parties shall have the absolute right to terminate this Agreement with or without cause upon six (6) months' advance written notice to the other party.

10. This Agreement shall be considered in effect upon the signatures of all required representatives of each entity.

11. Contact persons for each joint activity shall be designated by the signatories below.

IN WITNESS WHEREOF, the authorized representative(s) of BSC and specifically named WV State Parks and Forests have executed this Agreement.

Ted A Lewis
ACTING PRESIDENT
BLUEFIELD STATE COLLEGE



Signature
Date

Brett McMillion
Superintendent
PIPESTEM STATE PARK

Signature
Date

Joe Swiney
SUPERINTENDENT
BLUESTONE STATE PARK



Date

1/18/19

Frank Ratcliffe
SUPERINTENDENT
CAMP CREEK STATE FOREST AND PARK
PINNACLE ROCK STATE PARK
LITTLE BEAVER STATE PARK

Date