

Memorandum of Understanding

Purpose.

Bluefield State University ("BSU") and the University of Pittsburgh ("Pitt") (collectively, the "Parties") agree to enter into this Memorandum of Understanding ("MOU") to facilitate the delivery of one or more Asian Studies courses via a distance learning platform to students at BSU.

Subject Matter.

Dr. James A. Cook, Ph.D., an instructor in Pitt's Asian Studies Center, will teach an Introduction to Asian Studies course a number of times each year. A copy of the course description is annexed hereto as Exhibit A. Other, different courses may also be provided in the future pursuant to this MOU, subject to mutual agreement between the Parties. Pitt will provide BSU with the opportunity to give its students non-exclusive access to these courses via a distance learning platform, subject to the terms of this MOU.

Institutional Contacts.

The following individuals shall act as the Institutional Contacts for the Parties, and shall be responsible for managing the relationship established by this MOU. The Institutional Contact shall be available to communicate regarding compliance or any other aspect of the MOU, and shall act as the point of contact for any issue that arises under this MOU. If a Party wishes to change their Institutional Contact, it shall communicate the name, title, email and phone number of the new Institutional Contact in writing to the Institutional Contact for the other party.

Pitt:

NAME: James A. Cook
TITLE: Associate Director, Asian Studies Center
PHONE: (412)576-0599
EMAIL: jacook@pitt.edu

Bluefield:

NAME: Sarita Rhonemus **or her designee**
TITLE: Provost/ VPAA
PHONE: (304) 327-4334
EMAIL: sarhonemus@bluefieldstate.edu

Cost.

Pitt will provide this course at no cost to Bluefield or its students.

Intellectual Property.

As between the Parties, Pitt retains all Intellectual Property Rights associated with the delivery of courses pursuant to this MOU. BSU shall have no right or license to use any of that content except solely during the Term of this MOU to the extent necessary to effectuate BSU's roles and responsibilities under this Agreement. All other rights in and to that content are expressly reserved by Pitt. As used in this MOU, "Intellectual Property Rights" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Students.

BSU shall be solely responsible for managing, supervising and organizing participation of its students in this course, including providing any accommodations required. Students will remain BSU students for all purposes, and will not be deemed Pitt students for any reason.

Responsibilities of the Parties.

- I. **Review of the Course Content.** Pitt intends to provide a high-quality course that meets all applicable standards for a university-level course of this type. To the extent that BSU wishes to utilize this course for its students, it may do so through its normal faculty governance processes for curriculum review and approval. This review, and approval, includes any determination of how this course may be used to satisfy degree completion requirements at Bluefield State University.
- II. **Review and Approval of Faculty Qualifications.** It is the responsibility of BSU to ensure that Pitt faculty involved meet the faculty credential standards set forth by BSU. Resumes of Pitt faculty involved in the delivery of courses to BSU must be shared with the Dean of BSU's College of Arts, Education, and Social Sciences.
- III. **Continuous Improvement.** Both Parties agree to identify any needs for continuous improvement of the course based on assessment results and observations of faculty, and other related data, and communicates those needs through its representatives.
- IV. **Assurance of Academic Quality.** All course credit will be awarded by BSU. That institution ensures the academic quality of all work, resulting in credit recorded on the student's transcript. Students are not considered Pitt students and will not receive Pitt credit. Pitt faculty will submit mid-term and final exam grades to BSU's Office of the Registrar; verify student attendance by the date indicated, and maintain attendance records as well as grades for quizzes or other tests administered during the semester.
- V. **Regular Review of the Agreement.** BSU will evaluate this MOU against the mission and standards of the institution and maintains records of such. The MOU may be brought under review for revision upon request by either Party. Either Party may terminate participation in this agreement under terms provided below.
- VI. **Grading.** Pitt will grade participating students and will provide that grade information to BSU. Any student questions about or challenges to a grade will be made to BSU in accordance with its policies, and Pitt will work with BSU to resolve any such issues.

Term of MOU.

This agreement is effective August 1, 2025, through July 31, 2028.

Termination of Agreement.

A Party may terminate its involvement in this MOU by providing notice of its intent to terminate in writing at least 90 days prior to the intended termination date. Such termination notice should be sent to the other Party's institutional Contact. Upon providing such written notice, and unless such notice is revoked in writing, the notifying Party's involvement in this MOU will terminate without any further action on the date identified in the initial notice of termination. Either Party may also terminate for cause, which shall be effective immediately.

Access and Accommodations.

BSU shall be solely responsible for ensuring access and providing any necessary disability services associated with the courses taught pursuant to this MOU.

Accreditation Oversight & Policy Compliance.

Bluefield State University will be responsible for accreditation oversight necessary to ensure that this course may

be utilized by its students.

Discrimination and Harassment.

In accordance with applicable federal and state laws, neither Party shall engage in any form of prohibited discrimination or protected status harassment (including sexual harassment) in connection with this MOU.

Disclaimer of Warranty and Limitation of Liability.

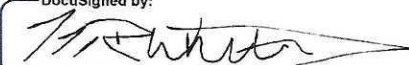
THE SERVICES AND THE ONLINE LEARNING PLATFORM THAT ARE THE SUBJECT OF THIS MOU ARE PROVIDED BY PITT "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PITT SHALL NOT BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS MOU.

Indemnification.

BSU shall indemnify, defend and hold harmless Pitt, its trustees, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all losses, liability, cost and expenses, including attorney's fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, "Claims") arising out of or related to the negligent acts or omissions or willful misconduct of the BSU or any of its officers, directors, employees, agents, contractors, successors, or assigns arising from or related to the performance of obligations under this MOU, including Claims for (i) personal injury, including death, and damage to property, (ii) the breach by the BSU of any term, representation, warranty or covenant under this Agreement, or (iii) defective, unsafe or non-conforming Goods supplied by Pitt to BSU.

UNIVERSITY OF PITTSBURGH

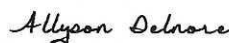
BLUEFIELD STATE UNIVERSITY

DocuSigned by:


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Jeff Whitehead
Interim Executive Director of PittGlobal
Date: 08-28-2025 | 2:39 PM EDT



Sarita Rhonemus, Ph.D.
Provost and Vice President for Academic Affairs
Date:

DocuSigned by:


F0DE296727445A...
Allyson Delmore
Interim Executive Director of UCIS
Date: 08-28-2025 | 10:54 AM EDT