

Department of Labor

Mine Safety and Health Administration
National Mine Health and Safety Academy
PO Box 1166
Beckley, West Virginia 25801

JUL 23 1984



file

Dr. Donald R. Bronsard
Vice President and Academic Dean
Concord College
Athens, West Virginia 24712

Dear Don:

I am enclosing the signed copy of the cooperative agreement between Concord College and the National Mine Health and Safety Academy as we agreed. We have retained the other signed copy for our file.

We appreciate your prompt action in processing this agreement and look forward to a visit from your President at a future date to be arranged. We can discuss arrangements for publicity on the agreement and on course offerings at the Academy by telephone or in person as appropriate.

We look forward to cooperating with Concord in many ways which will benefit both institutions and the communities we serve. Thanks again for your help and I will be talking to you soon.

Sincerely,

ED

Edward R. Nacey
Dean of Academic Affairs

Enclosure

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
CONCORD COLLEGE

This agreement is made and entered into between the National Mine Health and Safety Academy (hereafter referred to as the Academy) and Concord College.

1. Concord College and the Academy have agreed that Concord College may offer courses in the curriculum of Concord College which do not conflict with Concord College curriculum currently being presented at Beckley College and which are consistent with the purposes of the Academy. Prior approval from the West Virginia Board of Regents will be required if courses are to be offered out-of-state. After meeting the requirements, a student may receive appropriate degrees, certificates, course credit, and other appropriate recognition from Concord College.

A. Curriculum

- (1) The program requirements for the degrees, and courses offered are those developed by the faculty of Concord College and/or the Academy (as mutually agreed) and which are described in the current catalog of Concord College.
- (2) Only those courses and degree programs which are agreed to by both parties to this agreement will be offered on the premises of the Academy. Courses and degree programs which do not support the philosophy and mission of the Academy will be disapproved.
- (3) All pertinent descriptions of courses and degree programs will be provided by the initiating institution to the other institution.

B. Faculty

All faculty involved in courses and degree programs under this agreement will be assigned to Concord College. Academy faculty involved in the

program will be as mutually agreed and credentials of these faculty will be provided by the Academy for use by Concord College with appropriate accrediting agencies.

C. Recruitment and Admissions

- (1) Applicants for admission to degree programs under this agreement must meet the admission requirements as agreed by both parties to this agreement.
- (2) The number of students to be admitted will be determined by space available and by agreement of both institutions. All students admitted shall be required to abide by the rules and regulations governing behavior at the Academy. In no case will such students take priority over students involved in the primary mission at the Academy.
- (3) Recruitment practices including advertising related to this agreement will be subject to review by the Academy.
- (4) Fee schedules will be published in the Concord College bulletin or other appropriate source, and will be available to students, the Academy, and the general public.

D. Meetings

In accordance with the purpose of this agreement and to facilitate cooperation between the Academy and Concord College, meetings may be held with administration and/or the faculty of the two institutions. These meetings may be set at regular intervals or upon request of either institution.

E. General Regulations

- (1) Liability. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other parties and the results thereof. Each party,

therefore, agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operation and the operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises of the other parties under the pursuant to this agreement.

- (2) Title of Property. Any and all property and equipment of whatever nature or kind furnished by any of the parties in connection with work under this agreement is and shall remain the property of the party furnishing such property and equipment.
- (3) Limitation. This agreement shall not affect any of the rules, regulations, policies, fees, or charges of the respective institutions except as specifically provided herein and the parties have not delegated or waived any of their statutory, implied, or administrative powers.
- (4) Duration. This agreement shall be effective for the academic year 1984-1985 and for the ensuing four academic years and may be extended for additional periods by written agreement between the parties hereto.
- (5) Termination. This agreement may be terminated by either of the parties after the end of any academic year by giving written notice of such termination at least 30 days prior to the beginning of the succeeding academic year. A particular academic year shall

be deemed to begin on the date specified as the beginning of the Fall Semester in the Concord College catalog.

(6) Appropriation by Congress. This agreement, insofar as it extends beyond the current fiscal year, is contingent upon appropriations by the Congress of the United States and the Department of Labor making funds available to the National Mine Health and Safety Academy to meet its obligations hereunder after such current year shall have expired. In the event such appropriation or availability of funds by the Department of Labor is not made, Concord College hereby releases the United States of America from all liability for failure to perform due to the lack of such appropriation or availability of funds.


IN WITNESS WHEREOF, the parties hereto have made and executed this agreement to be effective as described in paragraph 1E (4) and (5) above.

CONCORD COLLEGE



President, Concord College

THE UNITED STATES OF AMERICA



Superintendent, National Mine Health and Safety Academy

Signed and in effect as of

July 20, 1984