



**Memorandum of Understanding  
Among  
Eastern Band of Cherokee Indians  
And  
Western Carolina University  
And  
Southwestern Community College**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Eastern Band of Cherokee Indians (EBCI), Western Carolina University (WCU) and Southwestern Community College (SCC.)
2. **Purpose.** The purpose of this MOU is to articulate the commitment to establish an arts institute off-campus course site on the Qualla Boundary as the first phase of a long-term plan to establish the Oconaluftee Institute for Cultural Arts (OICA) campus in Cherokee. The shared goal of the parties listed above and the campus initiative is to advance Native American arts and culture by providing culture-based courses accredited through SCC and WCU that meet course requirements for the Associate, Baccalaureate and Master degrees in Fine Arts.
3. **Term of MOU.** This MOU is effective November 13, 2006 and executed by the duly authorized representatives of the parties to this MOU for classes beginning Fall semester of 2007.
4. **Responsibilities of EBCI.**

The EBCI will:

- A. Function as an EBCI program in the short-term. The OICA will request funding, both for start-up and for a period of five years, from Tribal Council as a Tribal Program.
- B. Determine and secure a location for the actual classroom/studio/gallery on the Qualla Boundary.
- C. Aggressively seek and recruit members of the EBCI as potential student candidates for the OICA.

- D. Work jointly with identified key staff from SCC and WCU in the implementation of class course work, fiscal matters, and site availability.

**5. Responsibilities of SCC and WCU.** SCC and WCU are fully-accredited higher education institutions, whose credit hours and degrees are recognized by other institutions of higher education in the United States. Accreditation for SCC and WCU is through the Commission on Colleges of the Southern Association of Colleges and Schools, which is the regional body for the accreditation of higher education institutions in the southern states. SCC and WCU will:

- A. SCC and WCU will use its regular infrastructure, such as admissions, registration, registrar, business office, etc. to support the delivery of the Associate, Bachelor and a Master of Fine Arts.
- B. SCC and WCU will offer a fully-accredited Fine Arts program in Cherokee. The program will offer an Associate in Fine Arts, a Bachelor in Fine Arts and a Master in Fine Arts.
- C. SCC will conduct a national search and recruitment for a full time faculty member for the initial development/organization and recruitment for the program.
- D. Students will be informed of the on-going Articulation Agreement between SCC, Associate in Fine Arts, and WCU, Bachelor and Master of Fine Arts.
- E. SCC and WCU will utilize assistance from EBCI artisans who demonstrate the artistic skills and talents aligned with the appropriate art courses in the programs.

**6. Termination of MOU.** Should any party wish to terminate the MOU, termination will occur 90 days after written notice of intent to terminate is received by other parties.

**7. General Provisions.**

- A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the Eastern Band of Cherokee Indians. The court of the EBCI shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Cherokee Tribal Court in Cherokee, North Carolina.
- C. **Entirety of Agreement.** This MOU, consisting four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The EBCI and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. **Points of Contact.** Points of contact responsible for administration of this memorandum of understanding are:

EBCI: Juanita Wilson  
OICA Advisory Board Chair  
PO Box 455, Cherokee, NC 28719  
828-497-1761

WCU: Pat Brown, Dean  
Educational Outreach  
138 University Outreach Center  
Cullowhee, NC 28723  
828-227-3070  
Richard Tichich  
Head, Department of Art  
155 Fine Arts Building  
Cullowhee, NC 28723  
828-227-7505

SCC: Gene Couch  
Vice President-Instruction & Student Services  
447 College Drive  
Sylva, NC 28779  
828-586-4091, ext 308

9. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**THE EASTERN BAND OF CHEROKEE INDIANS**

Michelle Hicks, Principal Chief 11-13-06  
[Name and Title] Date

**WESTERN CAROLINA UNIVERSITY**

John W. Bando, Chancellor 11-13-06  
[Name and Title] Date

**SOUTHWESTERN COMMUNITY COLLEGE**

Carl George Asst

[Name and Title]

Date 11/13/06