

**Memorandum of Agreement**

**between**

**University of Central Missouri,**

**Missouri Western State University,**

**Missouri State University**

**and**

**Southeast Missouri State University,**

**to form a**

**Collaboration for the Delivery of Foreign Language Instruction**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by the Department of Modern Languages at the University of Central Missouri, the Department of English, Foreign Languages and Journalism at Missouri Western State University, the Modern and Classical Languages Department at Missouri State University, and the Department of Foreign Languages and Anthropology at Southeast Missouri State University also referred to herein collectively as Universities or individually as University. By this Memorandum, the Universities express our mutual commitment to increasing opportunities for student access and success in higher education.

**WHEREAS**, the Universities provide a service critical to preparing Missouri students to compete in the global economy and recognize the importance of providing such training in several languages; and

**WHEREAS**, the Universities further recognize the need for the State of Missouri university system to efficiently employ faculty resources and expertise; and

**WHEREAS**, University of Central Missouri and Missouri Western State University have a history of collaboration in foreign-language distance education; and

**WHEREAS**, the Universities desire to form a consortium to provide collaborative offerings in several languages through each University;

**NOW, THEREFORE**, it is hereby agreed by and between the Universities as follows:

The faculty members of the identified departments at the Universities will work collaboratively to offer high-quality distance education courses, primarily to address the needs of upper-division French and/or German students. Responsibility for offering these courses will rotate amongst the four Universities in a set order to be determined prior to the first offering. Students will enroll in and pay tuition towards their own University regardless of where the course is being taught.

### **Term/Termination:**

This agreement takes effect during the fall semester of 2011. The Universities will assess the terms and the effectiveness of the collaboration annually, and will discuss any possible invitations to other parties or voluntary withdrawals from the consortium (with appropriate advance notification).

### **Confidential Student Information:**

Both during the term of this agreement and thereafter, the Universities agree to hold student confidential information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law. Each University covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or the benefit of another, any of said confidential information,

but instead will use said information only for the purposes contemplated hereunder. Further, each University covenants and agrees that it will not disclose confidential information to any third party except as may be required in the course of the consortium hereunder and for a legitimate educational interest or as otherwise allowed by law. Finally, the Universities covenant and agree that any access to confidential information and/or education records of any student shall be in compliance with the Family Education Rights and Privacy Act (FERPA) and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

As used in this agreement, the term "confidential information" means all personally identifiable information, as defined by FERPA, including but not limited to: a student's name, the name of the student's parent or other family member, the address of the student or student's family, a personal identifier, such as the student's social security number or student number; a list of personal characteristics that would make the student's identity easily traceable; other information that would make the student's identity easily traceable; education and/or medical records of students.

**Liability:**

Each University shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees.

**No Indemnification:**

No party is obligated to indemnify the other or hold the other party harmless from costs or expenses incurred as a result of such claims.

**No Waiver:**

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the Universities under applicable state governmental immunities law.

**Notice:**

Each University shall give written notice to the other University/Universities of the assertion of any claim or the commencement of any litigation with thirty (30) days notice of the claim or commencement of litigation and shall cooperate with the other University/Universities in the defense of the claim or litigation.

**Governing Law:**


This agreement is governed by and constructed in accordance with the laws of the State of Missouri.

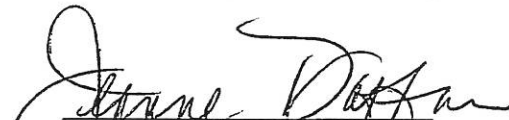
**Limitation of Authority:**

The rights, powers, and authority of each University are subject to the following conditions and limitations: (1) no University shall have the authority to perform an act on behalf of the other except as expressly authorized in this agreement or otherwise expressly authorized in writing; (2) without the approval of the other University/Universities, no University will authorize or obligate the expenditure of any funds or create any liability or expense for the other University/Universities; and (3) any contracts or obligations will require the signatures of all University representatives identified below.

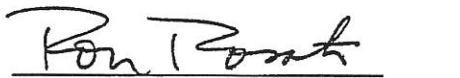
By the signatures below, the institutions agree to the conditions of the Memorandum of Agreement and support the collaboration to more efficiently deliver foreign language programs.

Agreed to on this day, October 25, 2010,

  
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Provost, Dr. George W. Wilson  
University of Central Missouri

  
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Provost, Dr. Jeanne Daffron  
Missouri Western State University

  
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Provost, Dr. Belinda R. McCarthy  
Missouri State University

  
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Provost, Dr. Ronald Rosati  
Southeast Missouri State University