

**Big 12 Engineering Consortium**  
**Memorandum of Agreement for the**  
***Nuclear Engineering Program***

The Big 12 Engineering Consortium is comprised of academic colleges offering baccalaureate and post-baccalaureate programs.

This Memorandum of Agreement is entered into by Oklahoma State University (university), College of Engineering, Architecture & Technology (college or academic unit) regarding the creation of the Big 12 Engineering Consortium inter-institutional distance education program in Nuclear Engineering.

The Big 12 Engineering Consortium Members initiating this memorandum and agreeing to these terms and conditions include:

Baylor University  
Iowa State University  
Kansas State University  
Oklahoma State University  
Texas A&M University  
Texas Tech University  
University of Kansas  
University of Missouri-Columbia  
University of Nebraska-Lincoln  
University of Oklahoma  
University of Texas-Austin

It is understood that additional parties may be invited to join this cooperative effort as Consortium Members, as outlined in the Big 12 Engineering Consortium Policies and Procedures Manual.

Oklahoma State University (university) will participate in this inter-institutional program by granting credit and certificate (credit / a certificate / a minor / a degree option) to eligible students who successfully complete courses offered through the Consortium.

Oklahoma State University (university) agrees to provide distance education courses to students enrolled at other partnering institutions, to incorporate approved courses offered by other Consortium Members into its appropriate program, to enroll fully qualified program applicants, and to advise students in the inter-institutional program.

Oklahoma State University (university) agrees to respect the academic standards and quality of the academic departments involved in this joint program. Faculty members of the partnering institutions who provide instruction in this program must meet qualifications for teaching courses at their employing institution; further documentation or approval will not be required by the other partnering institutions.

Oklahoma State University (university) retains the right to:

1. Uphold its established University admission processes and standards for students entering the inter-institutional program as Oklahoma State University (university) students.
2. Monitor academic performance, enforce standards, including disciplinary policies and procedures, and adhere to all other policies for students admitted to study at the institution.
3. Conduct graduation audits to assure compliance with University requirements.
4. Follow its established University review processes for approval of and modification to the curriculum.
5. Implement its University processes for course and program assessment.
6. Assign to the appropriate academic unit approval oversight for courses applied to the student's program of study.

Institutional Courses designated as "Consortium courses" will be:

1. Taught by faculty members approved by the partnering institutions that provide the instruction.
2. Taught according to the published schedule and at the enrollment capacity agreed upon by the inter-institutional program faculty.
3. Priced to all students enrolled in the Consortium section in accordance with the finance agreement established by the Big 12 Engineering Consortium Board of Directors.
4. Open to other qualified students on a space-available basis.

Each partnering institution has the following responsibilities related to the inter-institutional program:

1. Support the development and delivery of courses taught by its faculty.
2. Provide student services to participating students.
3. Provide online information about the consortium program and maintain links to the Consortium website for purposes of marketing the program and providing information to students and the public.
4. Support faculty participation in inter-institutional program faculty meetings and faculty development workshops.
5. Offer the courses it is assigned to teach according to the published schedule and provide the agreed-upon enrollment capacity for each course.
6. Comply with the pricing and fee sharing agreements negotiated for Big 12 Engineering Consortium inter-institutional programs.
7. Comply with the provisions of the Family Educational Rights and Privacy Act as to all student educational records involved in the program.
8. Consider this document a "financial aid consortium agreement," including:
  - a. The admitting institution will be the home institution. The remaining institutions will be considered the secondary (host) institutions.
  - b. The host institutions will provide information and assistance to the home institution in order to assure compliance with all applicable financial aid regulations.
  - c. The host institution shall assist in the verification of attendance (including the last date of contact for students who have unofficially withdrawn) and shall provide the student's grades, common price, and other relevant information to the home institution.

- d. Assist each other in compliance with existing financial aid regulations or new regulations that emerge subsequent to the signing of this document.
9. Notify the Big 12 Engineering Consortium Board of Directors if it wishes to withdraw from the program. Such intent must be announced to the Board of Directors a full twelve months in advance of the date of withdrawal, and provisions shall be made to allow admitted students to complete program requirements.

If the decision is made to discontinue the program, every effort will be made, in accordance to the Consortium Member's policies, to allow Consortium students who are currently admitted to the program to complete the program within four years and no students will be allowed to take more than five years from the dissolution date to complete their program.

**Big 12 Engineering Consortium Program Memorandum of Agreement**  
**Approved May 1, 2008**

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**Signature Page**

By affixing the appropriate signatures of its duly authorized representatives to this document, the Oklahoma State University (name of university), indicates its intent to participate in the inter-institutional distance education program in Nuclear Engineering of the Big 12 Engineering Consortium and to adhere to the terms of the Memorandum of Agreement.

Signed the 25th day of May, 2008.

\_\_\_\_\_  
Signature of Unit Chair

*Karl N. Reid*

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Signature of College Administrator

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Signature of Distance Education Officer (if appropriate)

*Mark Smith*

\_\_\_\_\_  
Signature of University Academic Officer

**Big 12 Engineering Consortium**  
**CONSORTIUM MEMORANDUM OF AGREEMENT**  
Approved: May 1, 2008

The Big 12 Engineering Consortium is comprised of academic colleges offering baccalaureate and post-baccalaureate programs.

This Memorandum of Agreement is entered into by Baylor University, Iowa State University, Kansas State University, Oklahoma State University, Texas A&M University, Texas Tech University, University of Kansas, University of Missouri-Columbia, University of Nebraska-Lincoln, University of Oklahoma, and University of Texas-Austin regarding the Big 12 Engineering Consortium. It is understood that additional parties may be invited to join this cooperative effort as Consortium Members and shall be entitled to all rights and responsibilities as any member signatory of this Memorandum of Agreement. A separate Program Memorandum of Agreement shall be developed for each inter-institutional program and shall be executed by Consortium Members participating in the program.

Consortium Members who now or in the future execute this Memorandum of Agreement are joining together in a cooperative and collaborative effort called the Big 12 Engineering Consortium for the purpose of mutually serving a multitude of needs in engineering education. The current and future Big 12 Engineering Consortium Members share the goal of providing adequate and appropriate education for engineering students. Each Consortium Member shall contribute time for planning, for administering and implementing the operational plan, for sharing professional knowledge, and for demonstrating a desire to solve the regional and national problems of severe engineer shortages, as described in this Memorandum of Agreement.

To provide a method of operation by which the Consortium Members can conduct joint efforts, and in consideration of the mutual agreements in this Memorandum of Agreement, the Consortium Members agree as follows:

- I. **Description and Mission.** The Big 12 Engineering Consortium is a collaborative project of the Consortium Members. The Big 12 Engineering Consortium shall serve the faculty and administrators of Consortium Members by offering workshops, recommending standards, sharing practices, and disseminating policy issues and recommendations to allow Consortium Members to offer educational programs more easily and thereby give students and professionals increased access to high quality education.
- II. **Consortium Governance.** The Big 12 Engineering Consortium shall be governed in accordance with the Consortium Bylaws and related policies and procedures approved by the Big 12 Engineering Consortium Board of Directors.
- III. **Funding.** Each Consortium Member shall bear its own costs of any activity, project, course, or program undertaken by the Big 12 Engineering Consortium that is not funded by a contract, grant, or other support. No Consortium Member shall have any financial obligation or liability regarding the Big 12 Engineering Consortium unless approved by the Consortium Member. There shall be no joint financial obligations or liabilities of the Big 12 Engineering Consortium.

- IV. Administration and Management.** Each Consortium Member shall provide administrative oversight and program management in accordance with the Consortium Bylaws.
- V. Joint Responsibilities.** The Consortium Members shall be jointly responsible for inter-institutional programs and shall:
- A. Participate in the leadership of the Big 12 Engineering Consortium by appointing a representative to the Big 12 Engineering Consortium Board of Directors, attending board meetings, serving as board officers and/or committee members, and providing administrative support for inter-institutional academic programs.
  - B. Support faculty participation in the planning and implementation of program initiatives sponsored by the Big 12 Engineering Consortium when such programs are a fit with the mission and goals of the member's unit.
  - C. Maintain course and student information in the Consortium data system, and support inter-institutional programs with faculty and technological resources as agreed upon in separate program memoranda.
  - D. Commit to faculty development and methodologically sound course and program assessments that assure quality educational experiences.
  - E. Overcome the administrative barriers to students enrolling in Consortium courses.
  - F. If the decision is made to discontinue the Consortium, every effort will be made to allow currently enrolled students to complete the program, in accordance with the Consortium program memoranda of agreement and Consortium policies and procedures.
- VI. Property.** Supplies, facilities, equipment, or other property received or acquired by members of the Big 12 Engineering Consortium solely as a result of participation in Big 12 Engineering Consortium activities shall remain dedicated for use in Big 12 Engineering Consortium activities and may be shared by other partner institutions, provided that ownership of and obligations related to such properties shall remain with the Consortium Member that received or acquired the same.
- VII. Intellectual Property.** All discoveries, technology, trademarks, copyrights, patents and other intellectual property arising out of or in connection with a Big 12 Engineering Consortium program shall be owned and governed by the applicable Consortium Member authoring, creating, or conceiving and reducing it to practice and shall be subject to the extent applicable to such terms and conditions as may be contained in any agreement that such Consortium Member may have with the sponsors, and shall be subject to the institutional intellectual property policies of such Consortium Member.
- VIII. Termination.** Based on the Big 12 Engineering Consortium Bylaws, the Board of Directors shall determine involuntary termination of Consortium membership, based on nonpayment, nonparticipation, or other just cause. A Consortium Member may terminate its participation in the Big 12 Engineering Consortium and withdraw from this Memorandum of Agreement by providing written notification to the Big 12 Engineering

Consortium Board of Directors. Said notification must be given at least one (1) year in advance of termination of membership.

- IX. No Partnership or Joint Venture Formed.** Any provision of this Memorandum of Agreement to the contrary withstanding, (i) all Consortium Members intend that the relationship of such parties with respect to the Big 12 Engineering Consortium or otherwise is at all times and for all purposes that of independent contractors, (ii) no current or future party or parties to this Memorandum of Agreement is or are to be considered as agents or employees of any of the other parties for purpose of any statute or law or any other purpose, and (iii) it is not intended by this Memorandum of Agreement to, and nothing contained in this Memorandum of Agreement shall be construed to, create any partnership, joint venture, fiduciary or other similar relationship among the parties.
- X. Dispute Resolution.** All Big 12 Engineering Consortium Members agree that they will attempt to resolve any and all disputes arising out of or related to this Memorandum of Agreement by discussion and negotiations among senior administration representatives of each party. If the same is not successful, the applicable dispute shall be submitted to non-binding mediation, and all parties agree to exercise good faith efforts to resolve all such disputes in mediation.

**Big 12 Engineering Consortium Memorandum of Agreement  
Approved May 1, 2008**

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## Signature Page

By affixing the appropriate signatures of its duly authorized representatives to this document, the \_\_\_\_\_ (name of university), indicates its intent to participate in the Big 12 Engineering Consortium as a Consortium Member and to adhere to the terms of the Big 12 Engineering Consortium Memorandum of Agreement.

Signed the 25th day of May, 2008.

*Karl V. Reid*

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Signature of College Administrator

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Signature of University Academic Officer