

NEXus - The Nursing Education Xchange Memorandum of Understanding

Approved: October 17, 2007

The Nursing Education Xchange (hereafter called NEXus) is comprised of academic colleges that offer distance-accessible graduate courses in Doctoral Programs in Nursing.

This Memorandum of Understanding is entered into by Oregon Health & Science University School of Nursing, University of Colorado Denver School of Nursing, University of Northern Colorado School of Nursing, and University of Utah College of Nursing regarding the creation of this collaborative program called "NEXus." It is understood that additional parties may be invited to join this cooperative effort as NEXus Academic Collaborators and shall be entitled to all rights and responsibilities as any signatory of this Memorandum of Understanding (collectively, the "NEXus Academic Collaborators").

The NEXus Academic Collaborators who now or in the future execute this Memorandum of Understanding are joining together in a cooperative and collaborative effort called NEXus for the purpose of mutually serving a multitude of needs in nursing education. The current and future NEXus Academic Collaborators share the goal of providing adequate and appropriate education for nursing students. Each NEXus Academic Collaborator 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 problem of severe nursing shortage, as described in this Memorandum of Understanding.

Other institutions will be invited to participate in NEXus (collectively, the "NEXus Academic Affiliates"). NEXus Academic Affiliates will not be NEXus Academic Collaborators, and shall not have the rights or obligations of NEXus Academic Collaborators under this Memorandum of Understanding, except for the specific rights and obligations of NEXus Academic Affiliates described in this paragraph. NEXus Academic Affiliates shall have the right to have their students enroll in certain online courses offered by each NEXus Academic Collaborator. NEXus Academic Affiliates will not have any voting rights, be required to offer online courses in the NEXus program to NEXus Academic Collaborators or other NEXus Academic Affiliates, nor be part of any "financial aid consortium agreement" as a result of signing this Memorandum of Understanding or participating in the NEXus program. NEXus Academic Affiliates shall be subject to the termination provisions in Section X. To become a NEXus Academic Affiliate, an institution shall sign this Memorandum of Understanding indicating its capacity as a NEXus Academic Affiliate.

To provide a method of operation by which NEXus Academic Collaborators and NEXus Academic Affiliates can conduct collaborative efforts and in consideration of the mutual agreements in this Memorandum of Understanding, NEXus Academic Collaborators and NEXus Academic Affiliates agree to the following:

- I. **Description and Mission.** NEXus is a collaborative project of the NEXus Academic Collaborators and the Western Institute of Nursing aimed at expanding capacity of nursing doctoral programs throughout the United States through cooperative efforts by making available to doctoral students at each NEXus Academic Collaborator and NEXus Academic Affiliate Institution certain online courses offered by each NEXus Academic Collaborator. The overall goal is to facilitate the collaborative efforts of Nursing doctoral programs to: (a) increase the number of doctorally-prepared nursing faculty who can teach

nursing students and thereby contribute to reducing the severe nursing shortage in the U.S.; and (b) give students greater access to high quality education.

- II. **NEXus Program Governance.** The NEXus program shall be governed in accordance with the NEXus Bylaws and related Policies and Procedures approved by the Executive Committee. The Executive Committee shall consist of one (1) representative of each NEXus Academic Collaborator. The Executive Committee's responsibilities shall include, without limitation, establishing an operational plan, which shall be reviewed and amended as needed at least annually. Decisions of the Executive Committee shall be enacted by consensus when possible. Otherwise, a majority vote of the NEXus Academic Collaborators will determine decisions, with each of the NEXus Academic Collaborators having one vote. If one of the NEXus Academic Collaborators is impacted greater than the other parties, that one party has the right to appeal such decision.
- III. **Funding.** Each NEXus Academic Collaborator shall bear its own costs of any activity, project, course, or cognate undertaken by the NEXus program that is not funded by a contract, grant, or other support. No NEXus Academic Collaborator shall have any financial obligation or liability regarding the NEXus program unless approved by such Collaborator. There shall be no joint obligations or liabilities of the NEXus Academic Collaborators.
- IV. **Administration and Management.** Each NEXus Academic Collaborator and all NEXus Academic Affiliates shall act in accordance to the Guiding Principles approved by the Executive Committee. Each NEXus Academic Collaborator and all NEXus Academic Affiliates shall provide administrative oversight and program management in accordance with NEXus Bylaws and related Policies and Procedures.
- V. **Additional Academic Collaborator Responsibilities.** Each NEXus Academic Collaborator has the following responsibilities related to the NEXus program:
 - a. Support the development and delivery of courses taught by its faculty.
 - b. Provide student services and internet-based program information to support NEXus.
 - c. Provide the agreed-on enrollment capacity for each course it has proposed to teach, according to the published schedule and institutional policies regarding minimum enrollments.
 - d. Comply with the pricing and fee sharing agreements for NEXus students.
- VI. **Other Responsibilities.** The NEXus Academic Collaborators shall each be responsible for the inter-institutional course exchange and cognates and shall:
 - a. Participate in the leadership of NEXus by attending Executive Committee meetings, serving as members of the Executive Committee or other committees, and providing administrative support for the inter-institutional cognates and course exchange.
 - b. Support faculty participation in the planning and implementation of NEXus initiatives as appropriate.
 - c. Appoint a representative to the NEXus Executive Committee, maintain course and cognate information in the NEXus course catalog, and support inter-institutional programs with faculty and technological resources as agreed on in separate memoranda.
 - d. Commit to faculty development and course or cognate evaluations that assure quality educational outcomes.
 - e. Overcome the administrative barriers to students enrolling in shared courses and cognates.

- f. If a decision is made to discontinue NEXus, every effort will be made, in accordance with NEXus policies and procedures, to allow currently enrolled NEXus students to complete courses in their official plans of study within two years from the dissolution date.
 - g. Consider this document to be a commitment to entering into a “financial aid consortium agreement,” such that each NEXus Academic Collaborator will:
 - 1) Recognize the admitting institution as the home institution. All other institutions will be considered teaching (host) institutions.
 - 2) If a teaching (host) institution, provide information and assistance to the home institution to assure compliance with all applicable financial aid regulations.
 - 3) If a teaching (host) institution, 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 and other relevant information to the home institution.
 - 4) Assist academic collaborators in complying with existing or new financial aid regulations that emerge subsequent to the signing of this document.
- VII. **Academic Courses.** Institutional courses designated as NEXus courses will be:
- a. Taught by faculty approved by the NEXus Academic Collaborator that provides the instruction.
 - b. Taught as approved by the course approval process of the NEXus teaching institution.
- VIII. **Property.** Supplies, facilities, equipment, or other property received or acquired by any NEXus Academic Collaborators solely as a result of participation in NEXus activities shall remain dedicated for use on NEXus activities and may be shared by other NEXus Academic Collaborators provided that ownership of and obligations related to such properties shall remain with the NEXus Academic Collaborator which received or acquired the same.
- IX. **Intellectual Property.** All discoveries, technology, trademarks, copyrights, patents, and other intellectual property arising out of or in connection with NEXus program courses or cognates shall be owned and governed by the applicable NEXus Academic Collaborator 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 NEXus Academic Collaborator may have with the sponsors, and shall be subject to the institutional intellectual property policies of such NEXus Academic Collaborator.
- X. **Termination.** Based on the NEXus Bylaws, the Executive Committee shall determine involuntary termination of NEXus participation, based on nonpayment, nonparticipation, or other just cause. A NEXus Academic Collaborator and NEXus Academic Affiliate may terminate its participation in the NEXus program and withdraw from this Memorandum of Understanding by providing written notification to the NEXus Executive Committee. Said notification must be given at least one (1) year in advance of termination of participation.
- XI. **No Partnership or Joint Venture Formed.** Any provision of this Memorandum of Understanding or the Guiding Principles to the contrary notwithstanding, (i) all NEXus Academic Collaborators intend that the relationship of such parties with respect to the NEXus program 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 Understanding 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 Understanding to, and nothing contained in this Memorandum of Understanding shall be

construed to, create any partnership, joint venture, fiduciary or other similar relationship among the parties.

- XII. **Dispute Resolution.** All NEXus Academic Collaborators and NEXus Academic Affiliates agree that they will attempt to resolve any and all disputes arising out of or related to this Memorandum of Understanding 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.

NEXus Memorandum of Understanding
Approved March 19, 2007
Amended October 17, 2007

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Signature Page

The undersigned hereby acknowledges receipt of a copy of that certain NEXus – the Nursing Education Xchange Memorandum of Understanding to create the collaborative program called “NEXus”, executed March 19, 2007 and amended October 17, 2007 by and among Oregon Health & Science University School of Nursing, the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver College of Nursing, University of Northern Colorado School of Nursing, University of Utah College of Nursing and the other academic colleges that have since joined as Academic Collaborators and Affiliates of NEXus. The undersigned hereby joins in the Agreement as an additional Academic Collaborator, and agrees to be bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto, and shall perform all of the obligations of an Academic Collaborator under the Agreement.

Executed this _____ day of _____, 20__.

Name of the Academic Collaborator

Signature of the Dean/Director of the School of Nursing

Signature of the College/School Administrator

Signature of the Distance Education Officer

Signature of the Graduate School Administrator

Signature of the University Academic Officer (Provost)

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Executed this _____ day of _____, 200_.

Name of the Academic Affiliate

Signature of the Dean/Director of the School of Nursing

Signature of the College/School Administrator

Signature of the Distance Education Officer

Signature of the Graduate School Administrator

Signature of the University Academic Officer (Provost)