

Memorandum of Agreement – Institutional Membership

Western Interstate Commission for Higher Education Internet Course Exchange (WICHE ICE)

The Western Interstate Commission for Higher Education’s Internet Course Exchange (WICHE ICE) is a consortium of member institutions and systems with a common set of policies, procedures, and support systems for sharing distance-delivered courses among regionally accredited institutions in the 15 WICHE member states and beyond. WICHE ICE broadens the mix of distance-delivered courses that are available to students while leveraging the resources of member institutions and systems that collaborate as WICHE ICE partners.

This Memorandum of Agreement is entered into by _____, the Western Interstate Commission for Higher Education, and the WICHE ICE Consortium. All WICHE ICE member institutions and systems shall be entitled to all rights and support and share the responsibilities of all members who are signators to this Memorandum of Agreement.

To provide a process by which the WICHE ICE members can jointly undertake course and program exchanges and in consideration of the mutual agreements in this Memorandum of Agreement, the WICHE ICE member institutions and systems agree as follows:

I. **WICHE ICE Governance.** In accordance with the WICHE ICE Bylaws, WICHE ICE is governed by a steering board composed of a representative from each member institution and system.

II. **Funding:** Common activities of the member institutions and systems and administrative support for course and program exchanges are financed through membership fees, annual dues, course fees, grants, and donations, or some combination thereof, that are collected and dispersed in accordance with the WICHE ICE financial plan.

Each WICHE ICE member institution and system bears its own costs for any activity, project, or program undertaken by the institution or system through WICHE ICE that is not specifically funded by a membership fee, contract, grant, or other support, including course or program revenues.

III. **Administration and Management:** Each WICHE ICE member institution shall provide administrative oversight and program management of the member institution’s shared programs or courses. The consortium and the coordinated activities of the member institutions and systems shall be managed by the steering board and WICHE in accordance with the WICHE ICE Bylaws and *WICHE ICE Operations Manual*.

IV. **Joint Responsibilities:** The WICHE ICE member institutions and systems shall be jointly responsible for the interinstitutional courses and programs that they share and shall:

- A. Adhere to the guiding principles of the consortium.
- B. Abide by the institution’s or system’s own policies and procedures.
- C. Assume responsibility for the quality of design and delivery of shared courses and programs.
- D. Abide by accreditation standards and best practices for distance education.
- E. Inform and obtain appropriate approvals from institutional and system governing board members.
- F. Enable the exchange of courses and programs between their institution and members of the consortium through the establishment of appropriate local controls, the promotion of exchanged courses and programs, and coordination with the WICHE ICE Project Coordinator and other members of the consortium, including:

1. Establishing and publishing local policies and procedures for all areas involved in WICHE ICE activities.
 2. Identifying knowledgeable contacts in enrollment, IT, student services, administrative services, academic and other areas impacted by course exchanges.
- G. Communicate information and coordinate activities among institution and system faculty and administrators and WICHE.
- H. Pay annual membership dues.
- I. Appoint a member to the WICHE ICE Steering Board.

V. Intellectual Property: All discoveries, technology, know-how, trademarks, copyrights, patents, and intellectual property arising out of or in connection with an interinstitutional course or program shall be governed by the WICHE ICE member institution authoring, creating, conceiving, and reducing it to practice; shall be subject to such terms and conditions as may be contained in any agreement that the WICHE ICE member may have with the sponsors; and shall be subject to the institutional intellectual property policies of that WICHE ICE member institution or system.

VI. Term of Agreement: This agreement remains in effect for 10 years unless the institution or system is voluntarily or involuntarily separated from the consortium, according to the consortium operating procedures. Where possible, one year's notice of intention to withdraw from the consortium will be given.

The agreement is renewable, upon the written agreement of the parties.

VII. Continuing Obligations: Some agreements to provide courses, programs, or services to students, or agreements to fund courses or other activities that are initiated through this consortium, may continue under institutional or accreditation guidelines, regardless of this institution's association with the consortium.

By affixing the appropriate signatures to this document, _____ indicates its agreement to join the Western Interstate Commission for Higher Education Internet Course Exchange, according to the terms of the Memorandum of Agreement, and acceptance by WICHE and the consortium. This agreement does not create any third party beneficiaries and can only be enforced by WICHE and the parties of the Memorandum of Agreement.

Signed the ____ day of _____, 20__.

Acceptance

Printed name and title of institution's academic officer

WICHE ICE Program Director

Signature of institution's academic officer

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