INTER-INSTITUTIONAL JOINT CAMPUS REGISTRATION AGREEMENT

Between

UNIVERSITY OF OREGON

And

PORTLAND STATE UNIVERSITY

This Inter-Institutional Joint Campus Registration Agreement (the "Agreement") is entered into as of the date of last signature below (the "Effective Date"), between the UNIVERSITY OF OREGON ("UO") and PORTLAND STATE UNIVERSITY ("PSU"). The purpose of this Agreement is to create an enrollment mechanism that enables students from both schools to access course offerings of the other school (the "host institution") without creating undue dual enrollment burdens related to financial aid, multi-institutional billing, and separate records at both institutions. The purpose is to stimulate educational opportunities for graduate students. This Agreement supersedes all previous agreements related to a Joint Campus for Graduate Students, including the original agreement approved by the OUS dated July 9, 1963. The terms and conditions of this Agreement are as follows:

I. GENERAL PROVISIONS

A. Eligible Students. The term "student" as used herein will refer only to formally admitted degree seeking graduate students at either UO or PSU who enroll in eligible graduate courses (as defined in Section I(B) of this Agreement) at the "host" institution. Students will be held to the academic standing policies of their home institution, including the courses taken through this Agreement.

B. Eligible Graduate Courses. Eligible graduate courses will be related to the student's degree. Enrollment in eligible graduate courses at the "host institution" is dependent upon permission from the student's home institution's academic department as well as permission from the specific course instructor at the host institution, and is subject to the home institution's standard transfer credit policy. The instructor at the host institution will determine appropriate academic preparation. Access to courses will be dependent upon course capacity. Students will be allowed to register after all of the host institution's admitted students have registered.

C. Liaison between Institutions. Inter-institutional liaison will be between the President of PSU and the President of UO or their designees, generally operationalized through the Provosts.

Designees at PSU: Dean of Graduate Studies and Registrar.

Designees at UO: Dean of the Graduate School and Registrar.

D. Effective Date; Termination. This Agreement will become effective on the date of last signature and will be effective until August 1, 2017. It may be terminated by one party upon giving the other party at least one year's written notice of the intent to terminate. Both parties agree to revisit the Agreement for possible refinement and renewal by August 1, 2017.

E. Amendments. This Agreement may only be amended by mutual consent, reduced to writing, and signed by each party's authorized representatives, including the Provost or their designee.

F. Dispute Resolution. The parties agree that they will attempt to resolve any dispute between them arising out of or related to this Agreement at the lowest appropriate level of administration possible. If a dispute continues to be unresolved, the Provosts for each party will be advised of the issue and will meet to negotiate an acceptable resolution. If the Provosts are not able to resolve the dispute within a reasonable period of time, both parties agree that the dispute will be submitted to non-binding mediation. If mediation is held both parties agree to pay for their respective costs and to split the costs of the mediator. If further legal action is required, both parties agree to pay for their own attorney costs.
G. **Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, **UO** agrees to be responsible for liability arising out of the negligence of **PSU.** **UO** will not be required to indemnify or defend **PSU** for any liability arising out of the wrongful acts of employees or agents of **UO.** **PSU** will have the right to direct the defense of any claim or suit subject to this paragraph, including providing or retaining attorneys.

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, **PSU** agrees to be responsible for liability arising out of the negligence of **UO.** **PSU** will not be required to indemnify or defend **UO** for any liability arising out of the wrongful acts of employees or agents of **PSU.** **PSU** will have the right to direct the defense of any claim or suit subject to this paragraph, including providing or retaining attorneys.

H. **No Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies on any party other than **UO** and **PSU.**

II. **ACADEMIC AFFAIRS**

A. **Curriculum.** Each institution is responsible for course development in accordance with standards existing at that institution.

B. **Policy Development.** Academic policy and procedures related to applicable courses will correlate with the academic policies and procedures of the institution where the course is offered. These policies and procedures will be in accordance with standards set forth by the Northwest Commission on Colleges and Universities (NWCCU), the accrediting body for both institutions.

III. **STUDENT AFFAIRS AND SERVICES**

A. **Admission.** Students eligible to enroll in courses at host institutions covered under this Agreement will already have been admitted into a graduate degree program at their home institution.

B. **Advising and Counseling.** Students will receive formal academic advising and counseling from their home institution for all eligible graduate courses.

C. **Registration.** Students will register at their home institution for all eligible graduate courses. The home institution will register the student using the existing Joint Campus Registration process in place at that institution. The institutions will create a process to communicate student registration information for student access to the other institution’s course delivery system (Canvas, SAKAI, Blackboard, Desire2Learn, etc.).

D. **Student Count.** Students admitted as degree seeking at **UO** will only be counted by **UO** as **UO** students. Students admitted as degree seeking at **PSU** will only be counted by **PSU** as **PSU** students. Each institution will take appropriate action to properly report credit hours (including those registered under this Agreement using the existing Joint Campus Registration process), headcount and other workload data to appropriate governing authorities.

E. **Student Tuition and Fees.** Students will be assessed and billed for tuition and fees for the joint campus courses at their home institutions. If **UO** registers a student for an eligible graduate course, **UO** will bill, collect and retain the applicable **UO** tuition and fees as specified in the **UO** Fee Book for the number of credit hours associated with that **PSU** course based on the department, school or college offering the course. Similarly, if **PSU** registers a student for a course, **PSU** will bill, collect and retain the applicable **PSU** tuition and fees as specified for **PSU** in the Fee Book for the number of credit hours associated with that **UO** course. Each host institution will be responsible for third party billing on a per term basis. The host institution will bill at its standard non-admit tuition rates plus applicable fees as specified in the host institution's Fee Book, excluding health insurance and health services fees. The home institution shall pay the host institution within 45 days of the date of billing.
F. **Health Service Fees.** The host institution will not bill the home institution for student health insurance or health service fees. Home institution may arrange access for their students to host institution’s health and counseling services by separate agreement.

G. **Student Records and Transcripts.** UO will maintain official student records and transcripts for the degree-seeking students at UO. PSU will maintain official student records and transcripts for the degree-seeking students at PSU. By execution of this Agreement each party designates the other as having an "educational need to know" for purposes of sharing and transferring relevant student educational data. UO and PSU may each find it necessary to share non-directory student records with each other from time to time in order to accomplish the educational purposes of this Agreement. Neither party shall use personally identifiable information from education records it receives in the performance of its obligations under this Agreement for any purpose other than the purposes specified in this Agreement. Each party shall provide the other party with a copy of procedures it has in place to ensure that only those employees with a legitimate educational interest obtain access to personally identifiable information from education records it may receive in the course of performing its obligations under this Agreement. Both parties shall ensure, consistent with any such approved procedures, that only those employees with a legitimate educational interest obtain access to personally identifiable information from education records received from the other party. Each party shall further protect the confidentiality of student information, including personally identifiable information found in education records, and comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, specifically 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq., and UO University Policy 571-020, with respect to any disclosure or redisclosure of personally identifiable information from education records obtained from the other party. Pursuant to 34 C.F.R. § 99.33(a) and (b), neither party may disclose or redisclose personally identifiable information or personally identifiable information from education records without first obtaining written consent, consistent with 34 C.F.R. § 99.30, which consent must (1) specify the records to be released, (2) state the purpose of the disclosure, (3) identify the party or class of parties to whom disclosure may be made, and (4) be signed and dated by the student whose personally identifiable information is to be disclosed. Electronic signatures are acceptable, provided they comply with 34 C.F.R. § 99.30(d).

H. **Financial Aid.** Students admitted as degree seeking into a financial aid eligible program at UO who are registering at UO using the Joint Campus Registration process for a PSU course will be eligible to apply for aid from UO. Similarly, students admitted as degree seeking into a financial aid eligible program at PSU who are registering at PSU using the Joint Campus Registration process for a UO course will be eligible to apply for aid from PSU. The Home Institution for financial aid processing will be the institution where the student is degree seeking in a financial aid eligible program. Students must meet all eligibility requirements.

I. **Disability Services.** Students will receive appropriate services to accommodate disabilities. UO and PSU will agree upon the coordination of disability services on a case by case basis. Students will be accommodated by the office of disability services at the institution hosting the course, regardless of which institution registers the student. The disability services offices at each university will work collaboratively to share student information with appropriate releases and student consent.

J. **Library Privileges.** Students will have library access at the host institution when enrolled under the terms of this Agreement.

K. **Student Code of Conduct Violations.** Students enrolled under the terms of this Agreement will be required to comply with the conduct standards at both institutions. Each institution may elect to pursue conduct proceedings in cases of misconduct. Students found in violation of conduct codes may receive sanctions from each institution. UO and PSU reserve the option to decide that only one institution will process a case of misconduct. The institutions will create a process for reporting to the other when the institution has undertaken student conduct actions.

L. **Student Grievance Procedures.** For grievances related to courses taken under the terms of this Agreement, students will use the grievance procedures of the host institution. The inter-institutional liaison identified in Section I(C) of this Agreement can advise students regarding the proper grievance procedures.
IV. MISCELLANEOUS

A. Compliance with Applicable Law. The parties agree to comply with all federal, state, county and local laws, ordinances and regulations applicable to this Agreement.

B. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument.

C. Force Majeure. Neither party will be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected party's reasonable control. The affected party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. Notwithstanding any other termination provision, either party may terminate this Agreement upon written notice to the other party after determining such delay or failure is beyond the control of the party and will reasonably prevent successful performance in accordance with the terms of the Agreement.

D. Severability. In the event that any provision of this Agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part will be reformed, if possible, to conform to law and if reformation is not possible, that part will be deleted, the remainder of the provisions of this Agreement will, subject to this section, remain in full force and effect.

E. Subcontractors. Neither party will assign or transfer any of its interests or rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of an authorized representative of the other party.

F. Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver by the party of that or any other provision.

G. Merger. This Agreement, including all attachments referenced herein, which are fully incorporated by this reference, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent or waiver of the terms of this Agreement will bind either party unless in writing and signed by authorized representatives of both parties.

H. EEO Notices. Contingent on applicability, as set forth in 41 CFR §§ 60-1.1, 60-300.1 and 60-741.1, both parties agree to the following:
The parties shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be executed by their respective duly authorized representatives.
UNIVERSITY OF OREGON

Eugene

By: [Signature] 29 Dec 2015
Catherine Susman
Director, Purchasing and Contracting Services

By: [Signature] 1-22-16
Scott L. Pratt
Dean of the Graduate School

By: [Signature] 12/22/15
Scott Coltrane
Provost and Vice President for Academic Affairs

PORTLAND STATE UNIVERSITY

P.O. Box 751 (FAST-CAPS)
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By: Martha Kierstead
Contracts Officer
2/10/16

By: Margaret Everett
Dean of Graduate Studies
1/29/16

By: Sona Karentz Andrews, Ph.D.
Provost and Vice President for Academic Affairs
2/4/16