**Memorandum of Understanding for Shared Course Instruction**

**between**

**a Program/Primary Department and a Supporting Department**

**Purpose of Agreement**

Provide the name of the Primary Program/Department and the Supporting Department in need of shared instructional resources or courses. Outline the academic reasons for the sharing of courses and communicate overall expectations that both parties can not harm existing programs and students by allowing new and additional students to take the courses specified in this agreement. Also make clear that the supporting department is considered the content expert for the subject matter needed by the Program/Primary Department, and therefore has been given first right of refusal to provide instruction for the Program. Should the Supporting Department no longer wish to share courses with the Program, the Program/Primary Department will seek alternative support.

**Personnel and Responsibilities**

Names and responsibilities should be provided for each of the assigned roles, including:

* Primary Program/Department
  + Main Contact (often a Department Chair)
    - Manages communication, staffing and fiscal agreements
  + Program Contact (often a DGS or Program Director)
    - Manages curriculum and program offerings
  + Payroll/Budget Contact
    - Coordinates fiscal agreement between departments
  + Program/Department Administrator
    - Schedules courses in timetable
* Supporting Department
  + Main Contact (often a Department Chair)
    - Manages communication, staffing and fiscal agreements
  + Faculty/Instructional Staff
    - Content Experts that will be teaching specified courses
  + Payroll/Budget Contact
    - Coordinates fiscal agreement between departments
  + Program/Department Administrator
    - Schedules courses in timetable

**Details of Agreement**

Begin by providing background on the Primary program of study and the learning goals and curriculum map developed. Demonstrate that there is agreement between parties on the role of supporting courses toward meeting the program’s learning goals and explain how the supporting courses or faculty may need to take part in assessment planning.

The first elements for this section are any requirements that should be fulfilled prior to instruction:

* ***Instructional Framework***: Discuss the requirements for the course delivery method and learning management framework. Specify accessibility needs and best practices/pedagogy for the expected student population. If resources are required to meet any aspects of the framework, specify the responsible party and a timeline for development.
* ***Course Development:*** If new content is required to meet the needs of the primary program, discuss the role and/or personnel from each party that will assist in course content development. Provide (often as a table) the requirements expected for each course, such as course title and number, credits, faculty member overseeing the course, expected instructor, assigned instructional systems designer or production staff assigned to the course, student accessibility needs, and course modality. A timeline with development milestones, course approval milestones and expected date of first offering must be included.

Ongoing expectations for course delivery and maintenance should also be addressed:

* ***Ongoing Instruction:*** Provide (often as a table) the list of applicable courses, section numbers, dates of offering and instructor for each course covered in this agreement. The schedule should be clear and realistically tied to growing program enrollment. Include the number of seats needed in each course to meet the enrollment projections of the primary program. Detail which party will be responsible for scheduling the course at a time and place that meets the needs of both parties, either as a separate section or another means. Determine a strategy for wait-listed students. Specify a plan for alternative instructors should the not be available for a term during this agreement. If teaching assistants will be supporting the course, determine which party will provide the funding for their support. If the primary program is unable to fill the number of seats specified in the agreement, outline the impact or plans to fill.
* ***Student Support:*** Outline the responsibilities of each department for student services, clarifying the roles for academic advising, technology and/or learning management system orientation (relevant for online programs), and ongoing technical support or software. If campus resources (such as DoIT) are to be used, include that as well so both parties can direct students to appropriate support services.
* ***Course Maintenance:*** Outline the strategy for supporting course updates and any expectations for annual course review. If new content is required, discuss the role and/or personnel from each party that will assist in course content development.

**Intellectual Property Agreement**

Make clear statements of intellectual property ownership. If the School/College has an existing agreement it should be used. It is recommended that the **Supporting Department** will retain control of and responsibility for the substantive and intellectual content of materials provided to the primary department. Content Experts shall receive credit as a named author or a principal developer of the course. The Department/College may add additional authors in accordance with their contribution to the course and as determined by the Content Experts. Content Experts have the right to remove their name from the course at any time, in coordination with the academic department and Continuing Studies. The **Supporting Department** can appoint others to teach the courses.

Include UW-Madison policy compliance statements:

* The University of Wisconsin – Madison complies with U.S. copyright law and its amendments (Title 17 of the U.S. Code). Copyrighted materials may be reproduced under certain conditions defined as “fair use.” Otherwise, reproduction requires permission of the copyright holder. It is the responsibility of the faculty/staff member or student using the material to determine if the “fair use” privilege applies. If it does not, it is their responsibility to request written permission for reproduction from the copyright holder.
* It is the policy of the UW-Madison to disclaim copyrights to the Works produced by its employees created during the course of their employment except as stated in General Administrative Policy and Procedure Paper #27 (hereinafter GAPP 27). The parties agree that an **exception**, substantial university support, applies to the development of this program and the individual courses comprising the program, and the UW-Madison claims a copyright interest in the work.
* Consistent with the rules of the UW Board of Regents, the Board owns the course and materials and UW-Madison shall have the exclusive right to offer the course, whether through internet, video transmission, IP Video, interactive TV, or by other means, to any student at any location.

**Funding Agreement**

For each of the roles and/or processes identified in this agreement, provide the payment terms and funding mechanisms, including specific fund numbers for payments. In-kind course sharing can also be included as a funding mechanism, along with other non-payment means. Should a funds transfer be negotiated, include details on the total salaries, fringe benefits, S&E, and other expenses to be covered as appropriate. Identify the sources of funds (i.e. 101, 131, etc.) to be transferred and the mechanism for payment (lump transfer, buy-out, TA funds, summer salary, overload, S&E budget, etc.). If a lump sum payment is utilized, explain what will happen to unspent funds.

**Duration/Renegotiation Clause**

The course sharing agreement will be contingent on the ability of each party to deliver both courses and students as outlined above. All funding agreements are subject to renegotiation and possible withdrawal after a specified time period or other events described.

**Signatures**

* Department Chairs
* Fiscal Officer
* Main Contacts
* Faculty/Instructional Staff