

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE JUDGE ADVOCATE GENERAL'S SCHOOL
AND
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

The Rector and Visitors of the University of Virginia ("Virginia") for the University of Virginia School of Law ("Law School") and the Judge Advocate General's Legal Center and School ("JAG School") (hereafter collectively referred to as the "Institutions") hereby enter into this Memorandum of Understanding ("MOU") to establish a Course Sharing Initiative between the Law School and the JAG School for the purpose of offering instruction in law.

This MOU defines the procedures for administering the program and the registration of students from one Institution in law courses offered by the other Institution ("Courses").

A. Definitions. The Home Institution is the Institution at which a participating student is enrolled; the Offering Institution is the Institution offering the Course.

B. Offering Courses. Before the start of any academic term in which Courses will be offered, the Institutions will jointly determine which Courses will be open to registration through each Institution. Each Course will meet according to the calendar of the Offering Institution, or as per agreement among the Institutions. Each Course will be listed at the Home Institution under the Home Institutions' subject code. Students from the Home Institution will enroll in the Course through the Home Institution and will remain enrolled at the Home Institution.

C. Institutional Directors and Coordinators.

a. Each Institution will designate a dean or **Director** who is responsible for overseeing the Course Sharing Initiative at each Institution. The Director will communicate with the Director at the other Institution to determine which Courses will be offered each semester, oversee the course approval processes at his or her own Institution, and coordinate the scheduling of the Courses. The Directors will also work with their respective departments and other offices to hire and train Instructors (as defined in Section D), publicize Courses and recruit students, monitor Course quality, and make improvements as necessary. One of the Directors will assume primary responsibility for convening meetings and maintaining a record of minutes, reports, memoranda, and other relevant documents. The Law School's Director will assume this responsibility for the initial three-year Term.

b. Each Institution will designate a **Registrar Coordinator** who will be responsible for verifying the eligibility of its students to register for a Course, work with the Registrar Coordinator of the other Institution to insure that participating students are properly registered at both the Offering Institution and the Home Institution, and report any changes in enrollment of its participating students to the Offering Institution. The Registrar Coordinator will also act as the reporter and/or receiver of grades to his/her counterpart at the other Institution.

c. Each Institution will designate an **Instructional Technology Coordinator** who will be responsible for ensuring that the designated classrooms have the appropriate technology, communicating with the Instructors to identify problems, and making recommendations for improvements as needed. The Instructional Technology Coordinator will also work with the Directors to coordinate technology training for Instructors and students.

D. Responsibilities of the Offering Institution. For each Course, the Offering Institution will provide to the other Institution at least two (2) weeks before the start of the applicable academic term the Course description, prerequisite requirements, and assessment methods. In consultation with the other Institution, the Offering Institution may limit the number of students who may register for each Course it offers.

The Course Instructor at the Offering Institution ("Instructor") will assign grades in accordance with the grading system of the Offering Institution. The Registrar Coordinator at the Offering Institution will forward grades

to the Registrar Coordinators at the Home Institution as soon as possible after the Instructor reports the grades.

The Institutions agree that only faculty who meet the qualifications standards of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") will teach a Course. Because both Institutions agree to meet identical standards for faculty qualifications, the Institutions will exchange credentialing documentation only when such documents are needed to demonstrate compliance with SACSCOC requirements.

The Offering Institution will ensure that students who register for each Course have access to the necessary systems and services, including textbook information, course materials, learning management systems such as Blackboard, and library access, if required by the Offering Institution.

Each Institution will offer at least one Course per semester to the other Institution and may offer additional Courses as agreed upon by the Institutions. The Offering Institution will ensure that course materials are accessible to students who register for each Course. Accommodations for students with documented disabilities, including interpreter services, will be arranged and paid for by the Home Institution, as appropriate, in collaboration with the Home Institution.

E. Responsibilities of the Home Institution. For each Course, the Home Institution will determine which of its students are eligible to register and will ensure that each student meets the prerequisites, whether through prior coursework or appropriate degree level. The Home Institution will also determine what academic approval processes must be followed by its students in order to register for a Course. Such approvals may include the advisor, dean, and/or department chair of the area of instruction. The Home Institution may limit the number of Courses taken by its students. The Home Institution will evaluate the Course taken by its students using its own student learning and course evaluation metrics and processes. The Registrar Coordinator at the Home Institution will post reported grades to each student's record. The Registrar Coordinator may adjust grades received for Pass/Fail, Credit/No Credit, or Audit as needed to conform to the grading system of the Home Institution.

F. Academic Policies. The academic policies of the Home Institution will govern changes in registration of its students in a Course. These changes pertain to: dropping and adding Courses, withdrawal from Courses, and change of grade type (from A-F to Pass/Fail or Credit/No Credit or Audit). Permission to register in a Course in a Pass/Fail or Credit/No Credit or Audit grading mode will be given only by the Home Institution and only if the requested grading mode is allowed by the Offering Institution. Students will adhere to the academic calendar of the Offering Institution and may not enroll in a Course once the Offering Institution's deadline has passed for adding courses. Grade appeal policies will be those of the Offering Institution. Students at the Home Institution will be notified when they register in the Course that another institution's policies may apply and will be directed to the Offering Institution's information site for Students. Time limits for addressing incomplete grades will not exceed those of the Home Institution. Less time may be allowed by the Instructor.

G. Academic Transcripts and Degrees/Certificates. The official record of students' participation in Courses will be maintained only at the Home Institution. All work completed through Courses will be treated as resident credit by the Home Institution. For federal and state reporting purposes, a student registered in a Course will be counted only in the student enrollment statistics of the Home Institution. Degrees or certificates will be awarded only by the Home Institution.

H. Academic Integrity and Conduct. Students registered in a Course will be required to follow the policies governing academic integrity and personal conduct at the Offering Institution. In the event of academic dishonesty or misconduct by a student registered in a Course, the Offering Institution has the authority to proceed according to its policies regarding such student's continuation in the Course and regarding such student's eligibility for future Courses at that Institution. If the problem results in a change in the student's status in the Course, the Offering Institution's Registrar Coordinator will report the change in status to the Home Institution's Registrar Coordinator and provide any applicable supporting documentation regarding the problem. The Home Institution may take any additional action it deems appropriate.

I. Tuition and Fees. Payment of tuition for Courses will be made through the regular procedures and in accordance with the tuition and fee rates of the Home Institution. There will be no transfer of funds among the Institutions in conjunction with the Courses.

J. Term and Termination. This MOU will become effective on June 1, 2016, and will continue in effect until December 31, 2019. Thereafter, this MOU will renew automatically for one additional three-year term. Thereafter, this MOU may be renewed upon mutual written agreement of the Institutions. Either Institution may terminate its participation in the program established by this MOU for any reason upon sixty (60) days' written notice to the other Institution. Unless otherwise agreed by the Institutions in writing, termination will not affect students who are registered in Courses at the date of termination.

K. Status of the Institutions. The Institutions agree that none of its faculty members who participate in a Course will be considered an employee, agent, contractor, or representative of the other Institution for any purpose including, but not limited to, workers' compensation, employee benefits, salary, and professional liability. The Institutions expressly understand and agree that this MOU is not intended and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Institutions, but is, rather, an agreement by and among independent parties.

L. Nondiscrimination. The Institutions subscribe to the policy of equal opportunity and do not discriminate on the basis of age, color, disability, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, gender identity, family medical or genetic information, or veteran status, except as allowed by law. The Institutions will abide by these principles in the administration of this MOU.

M. Notices. Any notice or other communication required or permitted by this MOU will be redirected to the Institutions as follows:

If to Virginia:

Vice Provost for Academic Affairs
Office of the Executive Vice President and Provost University of Virginia
P.O. Box 400308
Charlottesville, VA 22904-4308

With copy to the Law School:

Jason Dugas
Assistant Dean for Academic Services and Registrar
University of Virginia School of Law
580 Massie Rd.
Charlottesville, VA 22903

If to the JAG School:

Don J. Dudley
Registrar
The Judge Advocate General's Legal Center and School
600 Massie Rd.
Charlottesville, VA 22903

N. Liability. To the extent permitted by applicable law, each Institution agrees to be liable for the acts and omissions of its respective employees and agents in the performance of this MOU. Nothing in this MOU will be deemed a waiver of the sovereign immunity of either Institution.

O. Entire Agreement; No Third-Party Beneficiaries. This MOU, including any Exhibits and Schedules attached hereto, constitutes the entire agreement of the Institutions with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Institutions with respect to the subject matter of this MOU. Nothing in this MOU is intended or will be construed to entitle any person or entity other than the Institutions and their respective transferees and assigns permitted hereby to any claim, cause of action, remedy, or right of any kind.

P. Amendment. No amendment, modification, or discharge of this MOU, and no waiver hereunder, will be valid or binding unless set forth in a writing signed by the Institutions.

Q. Assignment. Neither Institution may assign this MOU without the prior written consent of the other Institution, which will not be unreasonably withheld. Subject to the foregoing, this MOU will inure for the benefit of each Institution's permitted successor and assigns.

R. Expenses. Except for costs and expenses specifically assumed by an Institution under this MOU or imposed upon an Institution pursuant to another provision of this MOU, each Institution will pay its own expenses incident to this MOU.

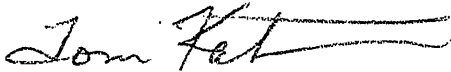
S. Waiver. Neither the waiver by an Institution of a breach of or a default under any of the provisions of this MOU, nor the failure of an Institution, on one or more occasions, to enforce any of the provisions of this MOU or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

T. Compliance with Laws. The Institutions will comply with all federal, state, and local laws and regulations, as amended from time to time, applicable to such Institution's performance of its obligations under this MOU, including all applicable export laws and regulations of the United States and other applicable jurisdictions.

U. Counterparts. This MOU may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by the Institutions and delivered to the other Institution.

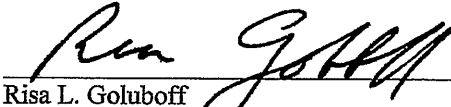
IN WITNESS WHEREOF, the Institutions have executed this MOU by their authorized representatives:

For The Rector and Visitors of the University of Virginia



Thomas C. Katsouleas
Executive Vice President and Provost

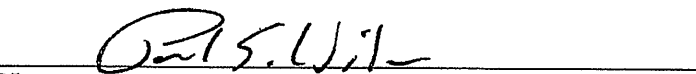
Date: 7/21/2016



Risa L. Goluboff
Dean of the University of Virginia School of Law

Date: July 1, 2016

For the Judge Advocate General's Legal Center and School



Name:
Title:

Date: July 21, 2016