

# DRAFT

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KENT STATE UNIVERSITY, OHIO, USA  
AND  
UNIVERSITY OF WOLLONGONG, NSW, AUSTRALIA

**JOINT OFFERING OF A MASTER OF EDUCATION DEGREE  
IN ADVANCED PEDAGOGY IN PHYSICAL EDUCATION AND SPORT**

1. **Overview:** The purpose of this addendum to the Memorandum of Understanding (MOU) between Kent State University (hereinafter “KSU”) in Ohio, United States of America, and the University of Wollongong (hereinafter “UOW”) in New South Wales, Australia, is the development of a collaborative graduate degree program and curriculum.
2. **Institution Establishment and Authorization.**
  - 2.1. KSU is a public institution of higher education, established in 1910 as the Kent State Normal School. It is a member of the Ohio Institution System, governed by the Ohio Board of Regents. It holds active accreditation status from the North Central Association of Colleges and Schools: Higher Learning Commission, which is recognized by the U.S. Department of Education.
  - 2.2. UOW is a public research institution of higher education, established in 1951 as a division of the New South Wales Institution of Technology and gaining independent status by legislation in 1975 under an Act of the New South Wales Parliament.
3. **Program, Administrative Units and Audience.**
  - 3.1. Program: Master of Education degree in Advanced Pedagogy in Physical Education and Sport (hereinafter “MEd-APPES”)
    - 3.1.1. Full degree program will be offered in a 100-percent web-based (online only), asynchronous environment. There will be no required on-campus sessions.
    - 3.1.2. Establishment of program approved to be in effect for 31 August 2015 by KSU Faculty Senate (DATE) and KSU Board of Trustees (DATE) and by the Ohio Board of Regents (DATE) and Higher Learning Commission (DATE).
    - 3.1.3. Establishment of program approved to be in effect for 4 December 2014 by UOW Faculty Education Committee and UOW Senate (8 April 2015).
  - 3.2. Administrative Units:
    - 3.2.1. KSU: School of Teaching, Learning and Curriculum Studies in the College of Education, Health and Human Services.
    - 3.2.2. UOW: School of Education in the Faculty of Social Sciences.
  - 3.3. Audience: Practicing teachers and/or athletic coaches who are seeking further expertise on broader issues related to pedagogy, including matters of leadership, teaching/coaching theory and curriculum/program development.

# DRAFT

## 4. Definitions.

- 4.1. "Home students" shall mean students attending the institution from which they intend to graduate with a degree.
- 4.2. "Guest students" shall mean students attending the host institution in a non-degree status in order to complete coursework required for graduation at their home institution.
- 4.3. "KSU course materials" means all materials developed by KSU for the delivery of a KSU course (or unit of study), including the curriculum, lecture notes, subject outlines, power point presentations and assessment materials whether in electronic form or hard copy.
- 4.4. "Intellectual property" means all patents, inventions, copyright, registered or registerable designs, rights in relation to trade secrets, know-how and other confidential information, and all other kinds of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967, and any improvements thereto.
- 4.5. "Trademarks" means any current or future trademarks, service marks, business, trade or commercial names or designations, brand names, logos or other proprietary names or marks whether registered or unregistered, including all developments, improvements, enhancements or adaptations relating to any such name or mark.
- 4.6. "UOW course materials" means all materials developed by a party for the delivery of a UOW subject (or unit of study), including the curriculum, lecture notes, subject outlines, power point presentations and assessment materials whether in electronic form or hard copy.

All other terms are as defined in the MOU.

## 5. Program Management and Quality Assurance.

### 5.1. Program management:

- 5.1.1. Program will be jointly administered by the two universities, but students will graduate only from the institution to which they applied and were admitted to the MEd-APPES program (home institution). Students will receive a single diploma (KSU) or testamur (UOW) from their respective home institution.
- 5.1.2. The students' home institution will be responsible for transfer credit evaluation, advisement, review of degree progress, issuing of the diploma/testamur, granting of the degree and any financial aid and/or scholarships.
- 5.1.3. Regular and ongoing communication between program coordinators at both universities is essential regarding the frequency of course offerings, program structure, program admissions, faculty credentials and curriculum review and revision. The program coordinators agree to one formal meeting (via phone, video conference or in person) each semester, and additional meetings as necessary.
- 5.1.4. Program coordinators/contacts from KSU: (These coordinators/contacts are subject to change at the discretion of the employing institution. Contact information is provided for convenience, and such persons are not parties to this agreement.)

# DRAFT

Stephen A. Mitchell, PhD  
 Professor, Physical Education  
 School of Teaching, Learning, and Curriculum Studies  
 College of Education, Health and Human Services  
 smitchel@kent.edu  
 +1-330 -672 -0229

Catherine E. Hackney, PhD  
 Associate Dean, Administration and Graduate Education  
 College of Education Health and Human Services  
 chackne1@kent.edu  
 +1-330-672-0552

- 5.1.5. Program coordinators/contacts from UOW: (These coordinators/contacts are subject to change at the discretion of the employing institution. Contact information is provided for convenience, and such persons are not parties to this agreement.)

Dana J. Perlman, PhD  
 Senior Lecturer, Physical and Health Education  
 School of Education  
 Faculty of Social Sciences  
 dperlman@uow.edu.au  
 +61-2-4221-3885

- 5.1.6. Syllabus for every course subject offered in each semester must be provided to the other institution prior to the commencement of the course subject. The syllabus offers a minimum scope and contents to be covered in each course subject. Each institution must notify the other of any changes or revisions made to the syllabus. Such syllabus may not be changed once the course has already started.
- 5.1.7. The relevant faculty at both institutions will receive on-going professional development in distance learning pedagogy at their respective institution, subject to availability and applicable funding.
- 5.1.8. Instructors and course subjects are formally evaluated by students at the end of each semester and results of those evaluations are made available to the instructor for self-improvement and to the director/associate dean of the instructor's respective school. The focus of the evaluation is on the usefulness and importance of course content and coursework, qualification(s) and accessibility of instructors, grading instruments and study/research environment. These evaluations must be retained by the respective institution for a period consistent with the record retention schedules of that institution.

## 5.2. Quality assurance:

- 5.2.1. Both universities will collaborate fully in the development of the program's mission, objectives and structural design.
- 5.2.2. All course syllabi will be reviewed and approved by faculty at both universities, and will continue to be reviewed every three years by faculty at both universities.
- 5.2.3. KSU faculty teaching in the program will be reviewed by UOW using established UOW procedures.

# DRAFT

- 5.2.4. UOW faculty teaching in the program will be reviewed by KSU using established KSU procedures.
- 5.2.5. Samples of students' culminating project will be exchanged and reviewed for quality, subject to a signed FERPA (Family Educational Rights and Privacy Act) release from the student and any relevant releases applicable under Australian privacy legislation.
- 5.2.6. Relevant faculty from both universities will regularly review and refine the program's curriculum and admission and graduation criteria—with approval from both universities using their standard curriculum review and approval process—in response to internal and external assessment outcomes and in the context of national and international disciplinary standards.

## 6. Recruitment and Admission.

- 6.1. Recruitment: The program coordinators from each institution will work together to create a common set of recruitment materials. However, each institution is responsible for its own marketing of the program.
- 6.2. Applications for Admission: Students will apply for the degree program to their home institution. Each host institution agrees to admit the students from the other institution as guest students.
- 6.3. Admission requirements to the home institution: Program faculty at both universities will agree on the admission criteria, and qualified applicants will be admitted to the degree program at the institution to which they apply. In the event of a dispute over the admission criteria, both universities retain, at all times, the ultimate authority over their own admission and subsequent academic decisions.
  - 6.3.1. Bachelor's degree from either an institution accredited by one of the six regional accrediting bodies in the United States (with a minimum 3.000 cumulative grade point average); or from an Australian accreditation agency; or from an institution recognized from a higher education accreditation commission so deemed in the country from which the student's bachelor's degree is granted.
  - 6.3.2. Goal statement documenting applicant's experience in teaching or coaching in physical education and/or sport environments and explaining how the program will be of professional benefit. (Item for decision: UOW does not require any equivalent statement from applicants.)
  - 6.3.3. Two letters of recommendation. (Item for decision: UOW does not require any letter of recommendation from applicants.)
  - 6.3.4. Proof of English proficiency. Applicants whose education has been primarily outside the United States for those applying to KSU, or outside Australia those applying to UOW, must have evidence of proficiency in the English language. Exceptions may be granted for applicants who have completed their education in a primarily English-speaking country/territory. Students should check the requirements at the institution to which they submit their formal application for a list of appropriate tests, minimum test score requirements and applicable exceptions.

# DRAFT

6.3.5. Applicants who do not meet the above minimum institution and/or program admission requirements may be considered for conditional admission. Admission in such cases will depend heavily on other indices of the student's ability to handle graduate-level work. These might include strong performance on standardized tests, grade point average in the major and/or other experiences that are clearly indicative of strong academic ability.

6.4. Admission procedures to the home institution: Students will follow regular application procedures to gain admissions into a degree at the home institution.

6.4.1. KSU: <http://www.kent.edu/admissions/apply>

6.4.2. UOW: <https://smp.uow.edu.au/app/servlet/Student>

6.5. Admission requirements and procedures to the host institution:

6.5.1. Students admitted into the degree program at their home institution will be automatically approved for guest student status (non-degree designation) at the host institution.

6.5.2. The host institution receives a record of admission and copies of all application materials from the home institution.

6.6. Application fees:

6.6.1. Home students will be responsible for application fees as determined by the home institution.

6.6.2. Each institution agrees to waive the application fees for guest students in this program.

## 7. Description and Structure of Curriculum.

7.1. Curriculum description:

7.1.1. The MEd-APPES program, outlined in the table below, comprises eight required courses and four elective courses, with an equal number of courses to be taken at each institution.

7.1.2. Each KSU course is worth 3 graduate credit hours, while each UOW course is worth 6 credit points, with one KSU course being equal to one UOW course in terms of contribution to the overall degree.

7.1.3. A minimum of between 48 to 72 credit points (the equivalent of 8 to 12 subjects) depending on a student's previous academic discipline background is required for a master's degree by the Australian Qualifications Framework.

7.1.4. A minimum of 30 credit hours is required for a master's degree by the Ohio Board of Regents, State of Ohio, and by the Higher Learning Commission.

7.1.5. Courses for the program come from the following discipline areas

7.1.5.1. At KSU: Instruction Technology (ITEC), Curriculum and Instruction (CI) and Evaluation and Measurement (EVAL)

7.1.5.2. At UOW: Physical and Health Education (EDGP) and Research Methodology and Project (EDGZ)

# DRAFT

7.1.6. All courses are offered fully online in an asynchronous platform and are currently offered.

<b>Subject/Course</b>	<b>Institution</b>	<b>Instructional Notes</b>
EDGZ 921 - Introduction to Research and Inquiry <b>or</b> EVAL 65511 - Research in Educational Services	UOW <b>or</b> KSU	Introduction to and examination of purposes and practice of qualitative and quantitative research questions, research methodology, data analysis in education and related areas.
EDGP 930 - Theoretical and Practical Bases of Coach Education	UOW	Analysis of current coaching theory and practical applications related to pedagogical issues, time management and coaching in Australia and in other countries.
EDGP 935 - Leadership and Management in Physical Education, Sport and Recreation	UOW	Leadership and management theory and application related to physical education and sport and recreation in education and training organizations.
EDGP 936 - Applied Pedagogy in Physical Education, Sport and Recreation	UOW	Theoretical perspective and practical skills for the study and analysis of effective teaching and learning within the field of physical education, physical activity and youth sport. Focus on the development of quality pedagogical principles that underpin a variety of movement settings.
CI 65025 - Contemporary Issues in Sport Pedagogy	KSU	Investigation and study of current problems, issues and trends in sport pedagogy.
CI 65037 - Adapted Physical Education	KSU	Prepares physical education teachers to provide safe, appropriate, and individualized accommodations to students with disabilities.
CI 65055 - Curriculum Development in Sport Pedagogy	KSU	The analysis, development and design of curricular theory and practice in physical education and sport; and an examination of current and future issues in curriculum implementation.
EDGZ 937 - Minor Project <b>or</b> CI 67096 - Individual Investigation in Curriculum and Instruction	UOW <b>or</b> KSU	Capstone project/research (culminating experience), planned with and directed by a graduate faculty member.
Recommended Electives (four courses)	UOW or KSU	See listing below

### Recommended Electives

Two courses from KSU:

- ITEC 57427 - Technology and Learning
- ITEC 57430 - Computer Applications in Education
- ITEC 57400 - Selection and Utilization of Educational Media
- ITEC 67437 - Web Development for Educators

Two courses from UOW:

- EDGL 920 - Leading, Developing and Managing People
- EDGP 924 - Young People and Health
- EDGP 934 - Cultural Politics of Sport, Leisure and Physical Education

# DRAFT

## 7.2. Curriculum structure:

- 7.2.1. Program is structured to be completed in two years for full-time students.
- 7.2.2. Courses will be offered in each institution's spring semester, which will allow students to take coursework continuously with two breaks each year (courses offered from late November to early January and from late May to early July).

### Year 1 Suggested Sequence \*

#### Semester 1: UOW Spring (July to November)

- EDGP 935
- EDGP 936
- EDGZ 921 (UOW students only)
- UOW elective

#### Semester 2: KSU Spring (January to May)

- EVAL 65511 (KSU students only)
- CI 65055
- CI 65037

### Year 2 Suggested Sequence \*

#### Semester 3: UOW Spring (July to November)

- EDGP 930
- EDGZ 937 (UOW students only)
- UOW elective

#### Semester 4: KSU Spring (January to May)

- CI 65025
- CI 67096 (KSU students only)
- KSU elective
- KSU elective \*\*

\* To complete the program in two years, students follow the sequence of 1-2-3-4 if they start with semester 1, or follow the sequence of 2-1-4-3 if they start with semester 2.

\*\* To lighten the course load in semester 4, KSU students could take an elective course in semester 2 if preferred.

## 8. Course Registration/Enrollment and Maintenance of Student Records.

### 8.1. Course registration/enrollment:

- 8.1.1. All students will register for courses at the institution that is offering them through the standard registration process and deadlines used by that institution.
- 8.1.2. Students enrolled in the program will remain as active students at their home institution while simultaneously enrolled at the host institution and will be regarded as non-degree seeking at the host institution.
- 8.1.3. Students must be enrolled in at least one (1) KSU course per calendar year to maintain active student status at KSU.

### 8.2. Maintenance of student records:

- 8.2.1. KSU's Office of Graduate Student Services in the College of Education, Health and Human Services will hold records relating to students' personal details and academic performance in order to administer the program.
- 8.2.2. UOW's Division of Academic Registrar will hold records relating to students' personal details and academic performance in order to administer the program.
- 8.2.3. In order to comply with privacy legislation, and data protection legislation, all students in the program (at KSU and UOW) will be required to confirm that they consent to the transfer of data between the two universities upon enrolling in the program.

# DRAFT

- 8.2.4. Both universities recognize the responsibility of their respective laws to maintain student records in a confidential manner, and both universities agree to follow their respective laws and maintain the appropriate protection in regards to the access and retention of student records. Additionally, UOW agrees to the terms provided for in Appendix A and KSU agrees to the terms provided for in Appendix B.
- 8.2.5. Student transcripts will be issued by the host institution to students enrolled in courses as a guest (non-degree). UOW home students may request their official transcript from KSU's Office of the University Registrar upon conclusion of the program. UOW home students will be provided the same transcript delivery options as any other KSU student, and will be responsible for the payment of any fees, if applicable, associated with such request. Transcripts only will be provided after all financial obligations to KSU are fulfilled.
- 8.2.6. KSU will provide to UOW an official academic transcript only those students for whom KSU has received an official transcript request form authorizing release of the transcript to UOW.

## **9. Technology and Support for the Online Degree Program.**

### 9.1. Technology:

- 9.1.1. KSU will use its learning management system (currently Blackboard Learn) to allow students enrolled in a KSU course to participate in the online course. The learning management system allows instructors to provide students with course materials, discussions, online exams, assignment drop box in an asynchronous environment.
- 9.1.2. UOW will use its learning management system (currently Moodle) to allow students enrolled in a UOW course to participate in the online course. The learning management system allows instructors to provide students with course materials, discussions, online exams, assignment drop box in an asynchronous environment.

### 9.2. Support:

- 9.2.1. KSU operates student technical support services for Windows and Mac operating systems and related hardware and the learning management system. The services are accessible online and by telephone 24 hours a day, seven days week, including holidays. In addition, KSU's Office of Continuing and Distance Education provides preliminary academic advising for students enrolled in online courses.
- 9.2.2. UOW's staff members in the ITS Service Centre are available to assist students with laboratory equipment and software, email, eLearning, wireless connection and more. User guides and online support is provided for students, and support is available via e-mail or the telephone helpline.

## **10. Tuition and Fees.**

### 10.1.1. Assessment:

- 10.1.1.1. Both home and guest students will pay course tuition and fees directly to the institution offering the course for which the student is registered.

### 10.1.2. Billing:



# DRAFT

- 10.1.2.1. Each institution will invoice both home and guest students through its standard billing and deadline procedures.

## **11. Financial Aid.**

- 11.1. Disbursement:
- 11.2. Each institution agrees to award and dispense student financial aid in accordance to applicable laws and procedures.
- 11.3. Eligibility:
- 11.4. Domestic (United States) KSU home students receiving federal financial aid must maintain minimum half-time graduate status each semester and must submit an Ad Hoc Consortium Agreement each semester to the KSU Office of Student Financial Aid when registering for UOW courses as a guest student.
- 11.5. Domestic (Australia) UOW home students receiving Commonwealth financial support (via HECS-HELP) must ensure that all eligibility criteria is met including the submission of a Valid Request for Commonwealth support and HECS HELP form by the census date (or earlier administrative date) for that session to UOW.

## **12. Rules and Regulations, Student Services and Student Responsibilities.**

- 12.1. Rules and regulations:
  - 12.1.1. While enrolled at the host institution, students shall be subject to the rules and regulations of both universities. Where there is a conflict between the rules and regulations, the rules and regulations of the student's home institution will apply. In cases of policies pertaining to courses (e.g., registration, grading, plagiarism), UOW policies will apply to students enrolled in a UOW course, and KSU policies will apply to students enrolled in a KSU course.
- 12.2. Student services:
  - 12.2.1. While enrolled at either the home or host institution, students will have access to full library services, student support services, technical support, course registration and grades, contact with faculty and other resources normally available to an enrolled student at that institution.
  - 12.2.2. As students in the degree program will be taking all coursework online, there is no expectation for use of services used by on-campus students, e.g., parking, residential services and access to on-site laboratory, dining and recreational facilities.
- 12.3. Student responsibilities:
  - 12.3.1. Students are responsible for pursuing successful completion of all courses required in the degree program, as well as knowing their academic record, including student schedule each semester and academic progress toward degree completion.
  - 12.3.2. Students are responsible for being familiar with the current academic calendar of both home and host universities, including, but not limited to, deadlines for course registration, course withdrawal and application for graduation.

# DRAFT

- 12.3.3. Students are responsible for notifying both home and host universities of current and accurate mailing address, phone number and e-mail address.
- 12.3.4. Students are responsible for reading and responding promptly to all communications from both home and host universities.
- 12.3.5. Students are responsible for understanding and adhering to the rules, regulations and policies of both home and host universities.
- 12.3.6. Students are responsible for assuming liability for any and all expenses associated with the degree program, including, but not limited to, tuition and special fees at each institution for the semester enrolled.

## 13. Course Transfer.

- 13.1. All coursework taken at the host institution will be pre-approved by the home institution's program coordinator for transfer and degree applicability to the home institution prior to the start of the semester that students register for courses at the host institution.

## 14. Grading.

- 14.1. While enrolled in KSU courses (as home or guest student), students will be graded using KSU's grading scale.
- 14.2. While enrolled in UOW courses (as home or guest student), students will be graded using UOW's grading scale.
- 14.3. At the completion of coursework, but prior to graduation, a weighted average across all courses taken at both universities, using the crosswalk below and next page, will be computed by the degree program coordinators to ensure that the minimum requirement for graduation has been met.
- 14.4. The institution offering the course will have ultimate authority over regulations and procedures regarding instructor grading of its courses.

**Grading Crosswalk**

<b>KSU Grading Scale</b>	<b>UOW Grading Scale</b>
A – Superior Scholarship (4.000) A- – (3.700) B+ – (3.300)	HD – High Distinction (85% - 100%)
B – Average Performance (3.000) B- – (2.700) C+ – (2.300)	D – Distinction (75% - 84%)
C – Below Average Performance (2.000) C- – (1.700) D+ – (1.300)	C – Credit (65% - 74%)
D – Far Below Average Performance (1.000)	P – Pass (50% - 64%)
F – Failure (0.000) NF – Never Attended–Fail (0.000) SF – Stopped Attending–Fail (0.000)	F – Fail (0% - 49%)
F – Failure (0.000)	TF – Technical Fail
W – Withdrawal	Withdrawn / Withdrawal without Academic Penalty
Appropriate letter grade or S grade	CO – Complete
IP – In Progress	IPC – In Progress Coursework
IP – In Progress	IPR – In Progress Research

# DRAFT

## Grading Crosswalk

KSU Grading Scale	UOW Grading Scale
S – Satisfactory	S – Satisfactory
U – Unsatisfactory	U – Unsatisfactory
IN – Incomplete	WH – Withheld
IN – Incomplete	WHE – Withheld Extension
IN – Incomplete	WD – Withheld Deferred Exam
NR – Not Reported	ND – Not Declared
IN – Incomplete	WD – Withheld Deferred Exam
IN – Incomplete	WS – Withheld Supplementary Assessments

**15. Graduation Requirements and Procedures.** Students will earn the MEd-APPES from their home institution provided all requirements for graduation are satisfactorily met.

15.1. Graduation requirements:

15.1.1. KSU home students must complete a minimum of 36 credit hours, including 3 credits of culminating experience (minor project or individual investigation) and comprising half coursework at UOW and half coursework at KSU, with a minimum 3.000 cumulative GPA.

15.1.2. UOW home students must complete a minimum of 72 credit points, including 6 credit points of culminating experience (minor project or individual investigation) and comprising half coursework at UOW and half coursework at KSU, with a minimum 'Pass' grade average. (Item for decision: UOW requires equivalent to KSU 'D' grade for graduation.)

15.1.3. Other rules and policies regarding graduation requirements and deadlines for application for graduation may be found online; at <http://www.kent.edu/catalog> for KSU, and at <http://www.uow.edu.au/handbook> for UOW.

15.2. Commencement ceremony:

15.2.1. KSU home students will be invited and may choose to attend the graduation ceremony in Ohio, USA. Non-USA residents desiring to attend the graduation ceremony may request assistance from KSU's Office of Global Education

15.2.2. UOW home students will be invited and may choose to attend the graduation ceremony in New South Wales, Australia.

15.2.3. Guest students do not earn a degree at their host institution and, therefore, will not be invited and cannot attend the graduation ceremony at their host institution.

15.3. Diploma/Testamur: Students will be issued one graduation diploma/testamur by their home institution only. Only the home institution will be represented on the diploma/testamur.

**16. Ownership of Course Materials and Intellectual Property**

16.1. UOW owns the exclusive rights in the UOW course materials including intellectual property rights, and ownership vests in UOW on creation (including partial creation) of the UOW course materials, regardless of whether the rights in the UOW course materials, including intellectual property rights, arise during the term or after termination of this addendum.

# DRAFT

- 16.2. UOW shall be solely responsible for the UOW course materials, including intellectual property rights and ownership.
- 16.3. KSU owns the exclusive rights in the KSU course materials including Intellectual Property rights, and ownership vests in KSU on creation (including partial creation) of the KSU course materials, regardless of whether the rights in the KSU Course Materials, including intellectual property rights, arise during the term or after termination of this addendum.
- 16.4. KSU shall be solely responsible for the KSU course materials, including intellectual property rights and ownership.
- 16.5. A party must not use or allow the other party's trademark to be used without the prior written approval of the other party, other than the uses expressly permitted by this addendum.

## 17. Review, Renewal and Termination of this Agreement.

This Addendum will be effective upon its mutual signing and remain in effect for a period of five (5) years or until the expiration date of the original Memorandum of Understanding, and may be amended or extended upon written agreement by both parties. This Addendum may be cancelled by either party in writing with notice of 90 days, subject to modifications by amendment or subsequent individual program agreement. In the event that the agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this Addendum will continue until the current semester in which the termination takes place is completed.

The terms of the original MOU signed between the parties supersedes this amendment should any conflict arise between the terms of this amendment and the terms of the original Memorandum of Understanding.

In the event of any inconsistency between the terms of the Addendum and the MOU, the terms of the MOU shall prevail.

This Addendum is intended to be legally binding on the parties as part of the MOU. By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**For: Kent State University**

**For: University of Wollongong**

---

Todd A. Diacon, PhD  
Senior Vice President for Academic Affairs  
and Provost

---

Professor Joe Chicharo  
Deputy Vice-Chancellor (International)

# DRAFT

## APPENDIX A

The University of Wollongong (UOW) will adhere to the State of Ohio breach notification requirements, Ohio Revised Code 1349.19, whereby, if UOW becomes aware of a breach of its electronic information systems, UOW should provide notification to Kent State University (KSU) in the most expedient time possible. UOW will notify KSU even if the breach does not directly impact KSU data or systems containing KSU data. Once notified that a breach has occurred, KSU may request UOW to provide information pertaining to what data was breached, and a listing of the UOW accounts impacted. With respect to security breaches that pertain to KSU data, KSU will be responsible for contacting individuals whose data was breached and will require that UOW give advance notice to KSU prior to releasing any information publicly regarding the breach.

In the course of providing services during the term of the MOU, UOW may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that UOW has access to “education records” under this contract, it is deemed a “school official,” as each of these terms are defined under FERPA. UOW agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, UOW shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of UOW under this contract.

UOW shall not retain copies of any data or information received from KSU once KSU has directed UOW as to how such information shall be returned to KSU and/or destroyed. Furthermore, UOW shall ensure that it disposes of any and all data or information received from KSU in a KSU-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

## APPENDIX B

Definitions: “Privacy Laws” means the Health Records and Information Privacy Act 2002 (NSW) and the Privacy and Personal Information Protection Act 1998 (NSW).

Definitions: “Personal Information” means (a) personal information as defined in the Privacy and Personal Information Protection Act 1998 (NSW); and (b) health information as defined in the Health Records and Information Privacy Act 2002 (NSW).

Acknowledgement of Privacy Laws: KSU acknowledges that UOW is an organisation which is bound by the Privacy Laws in respect of Personal Information held in connection with this Agreement. KSU agrees that it must comply with all Privacy Laws, in relation to the personal Information held in connection with this Agreement whether or not KSU is an organisation bound by the Privacy Laws.

Permitted Use: KSU must use any personal information held in connection with this addendum only for the purposes of fulfilling its obligations under this addendum or as required by law.

Collection of Personal Information: At the time KSU collects personal information from an individual in relation to this addendum, KSU must first direct that individual to a written notice about why the personal information is being collected and the rights of the individual under the Privacy Laws. For the purposes of this clause, UOW will supply the written notice to the provider on written request.

Reasonable Requests: The provider must in respect of any personal information held in connection with this Agreement comply with any reasonable requests or directions issued by UOW from time to time arising in relation to any Privacy Law.