

MEMORANDUM OF UNDERSTANDING BETWEEN DEFENSE ACQUISITION UNIVERSITY (DAU) AND

1. Purpose

- a. This Memorandum of Understanding (MOU) establishes the intent of the Defense Acquisition University (“DAU”) and (or the “Educator”) to enter into a cooperative relationship for the purpose of the Educator accepting certain DAU course completions and/or specific Defense Acquisition Workforce Improvement Act (DAWIA) acquisition career field or path certifications towards the Educator’s degree and/or certificate program(s). DAU and may be referred to individually as “Party” or collectively as “the Parties.”
- b. This MOU may support and amplify other cooperative agreements that DAU has entered into with the Educator through the DAU Equivalency Program or Strategic Partnership Program. This MOU is not intended to replace any other existing agreement nor is this MOU a mandatory condition for any other MOU. This MOU does not constitute or imply an endorsement of the Educator.

2. Facilitating Cooperation

- a. DAU and Educator mutually agree to:

(1) Identify a single point of contact within each institution for coordinating the Educator's review of DAU coursework and/or DAWIA functional area/career field or path certifications as may be required.

- b. DAU shall:

(1) Make readily available, upon request of the Educator, DAU course material for review for the sole purpose of determining applicability to the Educator’s degree and/or certificate programs. This does not include:

- Instructor personal notes
- Student examination/assessments instruments
- Material that is proprietary to a third party and used by DAU with permission when the material can be reasonably excluded or extracted without substantively impacting the lesson flow.

(2) Provide contact information of DAU personnel responsible for the development and maintenance of approved DAU course(s).

(3) Provide notice each November listing changes in available DAU courses. This includes DAU courses that have been retired; new deployments and current American Council on Education (ACE) recommended college credits.

(4) Provide notice each November listing changes in DAWIA functional area/career field and path certifications.

(5) At a minimum, list the Educator on the DAU website as an Educational Partner and provide a link to the Educators website. A disclaimer will appear on the DAU website: DAU does not endorse the institutions listed on this website, or their products and/or services.

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(6) Make the MOU viewable on DAU's external website once the Educator provides DAU with its "Transfer Credits" addendum.

c. The Educator shall:

(1) Provide DAU a listing of "Transfer Credits" (DAU courses and/or specific DAWIA acquisition functional area/career field or path certifications that may be applied towards the Educator's specified degree and/or certificate programs) within 90 days after execution of this MOU. If this listing is not provided within the 90 days, this MOU will automatically terminate and the Educator must remove all reference to it in any publication, paper or electronic medium.

(a) The "Transfer Credits" listing will be approved by appropriate authority within the Educator's organizational structure.

(b) The Educator may update the "Transfer Credits" listing at their discretion by providing DAU with an updated listing and effective date. DAU recommends updating or validating the listing with DAU at least annually during June of each year.

(2) Respond to DAU's annual data call regarding applicable student enrollment and transfer credits.

d. The Student, and not DAU, shall be responsible for payment of tuition, fees and any other costs related to enrollment in Educator's programs and the cost, if any, associated with "Transfer Credits".

3. Applicability, Review, and Effective Date

a. Applicability. This MOU applies to both parties and shall apply to any and all of their respective employees and agents. Nothing in this MOU shall take precedence or negate in any way the policy, directives, and procedures of the respective signatory. Conflicts between this document and any other guidance shall be referred to the respective point of contact for resolution. If a satisfactory resolution cannot be achieved at this level, the responsible points of contact shall refer the matter to the signatories of this MOU through their respective channels.

b. Review. The parties will consult together on an annual basis to consider whether this MOU remains beneficial to both parties, and to consider any modifications or updates that should be made to maximize the effectiveness of the parties' cooperative relationship. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

c. Effective Date. This MOU is effective upon the acceptance of both parties as indicated by the signatures below and shall continue in force for five (5) years after which it may be renewed in writing.

4. Voluntary Character of Relationship

Each Party acknowledges that its participation in this cooperative arrangement is voluntary and imposes no obligation to expend money or other resources beyond the simple administrative actions outlined in this Memorandum. Each party furthermore agrees to bear its own cost of participation in this MOU. The relationship of the Parties under this MOU and any resulting written agreements shall be that of independent

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contractors, and neither Party shall be deemed, nor shall hold itself out as being a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts, statements or representations of the other. This MOU is non-binding in all respects.

5. Termination

Either party, without cause, may terminate this MOU by providing a 90-day written notice to the other party.

- a. Upon notice of termination, both parties will update their respective websites and publications within 30 calendar days of the notice highlighting the termination date.
- b. The Educator agrees to accept validated transfer credits presented to the Educator by a student through the close of business on the termination date.

6. Points of Contact

DAU: Strategic Partnership Office, Vernon Wallace
vernon.wallace@dau.edu

571-255-0040

Educator: _____

7. Signatories

Angela Carsten
Chief of Staff
Defense Acquisition University

Date

Signature of Person Signing for the Educator

Date

Printed Name and Position /Title of Person Signing