

**Memorandum of Understanding
Between
Old Dominion University
And the
Defense Acquisition University**

We the undersigned, agree and affirm the establishment of a mutually beneficial cooperative relationship between Old Dominion University (ODU) and the Defense Acquisition University (DAU) whereby credit and non-credit programming is made available to Department of Defense (DoD) Acquisition, Technology and Logistics (AT&L) personnel.

As the strategic partnership between ODU and DAU evolves, specific programs will be developed that respond to the identified needs of AT&L personnel. These programs and courses will be implemented on the basis of individual agreements that will be developed within the spirit of and consistent with this Memorandum of Understanding and assure full cost recovery by ODU.

Under the provisions of this Memorandum of Understanding, ODU will:

- Develop non-credit and credit courses and programs that meet the identified educational needs of AT&L personnel.
- Provide administrative support services, including counseling and assistance to AT&L personnel desiring to enter ODU non-credit and credit programs identified under the provisions of this agreement.
- Provide DAU with advertising material for use in publicizing ODU programs being offered.
- Provide DAU with information required for planning education and training opportunities for AT&L personnel.
- Provide qualified and experienced faculty to conduct courses.
- Award Continuing Education Units (CEU) and certificates upon completion of non-credit programs and courses.
- Award academic credit for successful completion of credit programs and courses.


Under the provisions of this Memorandum of Understanding, DAU will:

- Conduct outreach and communications to promote programs and courses offered by ODU.
- Suggest adjustment of course content to meet the changing needs of the DoD AT&L workforce educational requirements.
- Provide copies of student transcripts for DAU courses and proof of DAU level of certification for AT&L students applying for non-credit and credit programs offered by ODU.

Further, both ODU and DAU agree that:

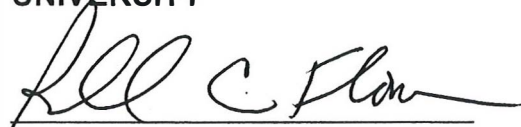
- Non-credit and credit courses and programs for AT&L personnel made available under the auspices of this agreement will be offered on a continuous basis and subject to at least an annual review of academic matters and sufficient student enrollment. Non-concurrence in this provision will not result in any liability for the Government or ODU, as represented by DAU, or ODU.
- All relevant ODU policies and procedures are understood to apply to courses and programs offered by ODU under this agreement.
- This Memorandum of Understanding may be amended upon the mutual consent of ODU and DAU.
- Each other's names may be used in advertising the available courses and programs developed as a result of this agreement.
- Students who enroll in courses and programs offered under this agreement shall be responsible for the payment of all charges associated with their enrollment.
- The cost associated with courses and programs offered under this agreement shall not be higher than normally charged by ODU for other courses and programs of this type.
- Each party reserves the right to terminate, without liability, this agreement when the interest of the party so dictates. The party wishing to terminate the agreement shall give written notice of its intentions to the other party at least sixty days prior to the effective date of termination and to provide sufficient time for students to complete the course in which they are enrolled.

FOR OLD DOMINION UNIVERSITY


Roseann Runte
President

Date: September 26, 2003

FOR DEFENSE ACQUISITION
UNIVERSITY


Frank J. Anderson, Jr.
President

Date: September 26, 2003