

MEMORANDUM OF UNDERSTANDING

By and Between
STEVENS-HENAGER COLLEGE
and
DEFENSE ACQUISITION UNIVERSITY

RECITALS

Stevens-Henager College and its affiliates, including Independence University (hereinafter referred to as SHC), and Defense Acquisition University (hereinafter referred to as DAU) wish to extend educational opportunities and services to students. For this purpose, the above-mentioned schools have entered into the foregoing memorandum of understanding (hereinafter referred to as MOU) based upon the current programs offered by both SHC and DAU. The primary goals of this MOU are to encourage and enhance a more thorough knowledge base for the students of DAU by expanding offerings to the military and civilian employees in the DoD acquisition, technology, and logistics (AT&L) workforce (hereinafter referred to as DoD AT&L Workforce).

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

1. SHC offers the following online and resident programs into which any member of the DoD AT&L Workforce is eligible to enroll, subject to SHC's standard enrollment policies and conditions (hereinafter referred to as Programs):
 - Associate of Occupational Studies Degree in Business Management and Accounting (with an emphasis on property management)
 - Bachelor of Science Degree in Business Administration (with emphasis on property management)
 - Master of Science Degree in Business Administration (with emphasis on property management) – upon availability
 - Certificate programs relating to property management
2. SHC will provide the following services:
 - a) SHC will provide advising services to DoD AT&L Workforce students seeking information on pursuing the Programs.
 - b) SHC will list DAU on its website as one of the institutions with which a memorandum of understanding is in place.
 - c) SHC will provide DAU with up-to-date information as required for planning and management.
 - d) SHC will provide qualified and experienced instructors to teach the Programs.
3. DAU will provide the following services:
 - a) DAU will publicize the partnership and corresponding education and training opportunities and will assist SHC in the distribution of information regarding the Programs to DAU students.
 - b) DAU will list SHC on its website as one of the institutions with which an MOU is in place.
 - c) DAU will notify SHC in a timely manner of upcoming changes to professional certification requirements.
 - d) DAU will provide student transcripts for DAU courses and assist, if required, in obtaining proof of Defense Acquisition Work Force Improvement Act (DAWIA) level certification for students applying for advanced standing.



4. SHC will transfer DAU courses and apply this credit toward SHC degree and certificate requirements of the Programs. Once students have received full acceptance, they can request the transfer of appropriate courses, in accordance with SHC's transfer and equivalent course requirements (as published in the catalog).
5. Students bear the responsibility for payment of tuition, fees, and any other costs related to enrollment in the Programs or in DAU's programs. Students will be subject to the policies and procedures of the institution in which they enroll.
6. Each party may use the other party's name or logo in published materials (e.g. website and catalog) and may include reference to this MOU or contact information/links for the other. Content and text of all promotional material must be approved in writing by each party prior to release.
7. SHC and its vendors will retain all right, title and interest in its courses, study guides, workbooks, instructional materials, trademarks, service marks, and logos.
8. Both parties, using utmost care, will hold in trust and will not use or disclose to any other party any confidential information that may be disclosed in connection with performance under the MOU.
9. Each party acknowledges that it is and shall always be an independent entity and that nothing contained within the MOU will be construed to represent an agency relationship or joint venture between SHC and DAU.
10. The parties shall cooperate with each other in good faith to accomplish the objectives and purposes of this MOU, and to that end, from time to time as necessary, they shall promptly make, execute, and deliver such other and further documents as may be necessary or convenient in the fulfilling of the MOU or as required by accrediting or governing agencies.
11. This MOU may be terminated by either party immediately in the event that any participation under this MOU may give rise to a violation of any requirement of federal or state law, or regulation, or the requirements of any accrediting agency having jurisdiction.
12. This MOU shall be automatically renewed on the effective date for each succeeding year unless any party gives written notice of intention to terminate the MOU six months prior to the renewal date. In the event that a notice to terminate is given by any party, this MOU shall continue in full force and effect so as to allow the completion by students who have already been accepted into the Program(s). After such notice has been given, no new students will be accepted into the Program(s).
13. This MOU contains the entire understanding of the parties and may only be modified in writing.
14. All notices given under this MOU must be in writing and delivered personally or by certified mail, return receipt requested and postage prepaid, at the addresses written below. Notice shall be deemed given as of the date of delivery in the case of personal notice; in the case of mailing by certified mail, notice shall be deemed given on the date of mailing.



If to DAU:

Wayne Glass
Professor and Program Director, Strategic Partnerships
Defense Acquisition University
Room 4A
9820 Belvoir Road
Fort Belvoir, VA 22060

If to SHC:

Executive Director
Stevens-Henager College
383 west Vine Street
Murray, Utah 84123

With a copy to:

Carl. B. Barney, Chairman
Stevens-Henager College and Independence University
20 Somers Drive
P.O. Box 1157
Crystal Bay, Nevada 89402

15. DAU and SHC are separate and independent entities and shall continue to operate as separate and independent entities under this AGREEMENT. Nothing in this AGREEMENT is intended or shall resort in the transfer or exchange of any asset owned by either party to the other party.
16. As this relationship evolves and specific new opportunities for additional collaboration are identified, this AGREEMENT may be revised using separate addendums.
17. This MOU may be executed in any number of counterparts, each of which shall be for all purposes to be deemed an original and all of which together shall constitute but one and the same instrument, and shall be come effective only upon execution of one or more of such counterparts by each of the parties hereto.



IN WITNESS WHEREOF, the parties, acting through their duly authorized officials, have executed this Agreement on the date written below.

For SHC and IU:

Signature

Date Sept 6, 2007

E. Shane Reeder
Executive Director
Stevens-Henager College

For DAU:

Signature

Date September 6, 2007

Dr. James S. McMichael
Vice President
Defense Acquisition University

