

MEMORANDUM of AGREEMENT

between

EXCELSIOR COLLEGE

and

DEFENSE ACQUISITION UNIVERSITY

THIS AGREEMENT is made as of the 18th day of August, 2011 by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as "Excelsior"), and Defense Acquisition University, an enterprise organized and operating under the laws of the State of Virginia, having its principal office located at 9820 Belvoir Road, Fort Belvoir, Virginia, 22060 (hereafter referred to as "DAU").

RECITALS

WHEREAS, Excelsior is a not-for-profit institution of higher education chartered by the New York State Board of Regents and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools; and

WHEREAS, Excelsior is authorized to offer a series of academic programs, which are registered with the New York State Education Department, leading to various associate, baccalaureate and masters degrees, and to confer such degrees; and

WHEREAS, DAU's aim is to provide practitioner training, career management, and services to enable members of the Department of Defense Acquisition, Technology and Logistics (AT&L) community to make smart business decisions and deliver timely and affordable support to our national defense forces. Its vision is to enable the AT&L workforce to achieve the right acquisition outcomes; and

WHEREAS, DAU would like to expand, enhance and improve the educational opportunities available to its employees and their spouses/domestic partners through distance education and has proposed a partnership with Excelsior. DAU believes Excelsior's distance education programs provide an extraordinary fit with the needs of their employees and their spouses/domestic partners. To hold higher education costs down for employees and their spouses/domestic partners, DAU has requested Excelsior provide discounted fees and tuition for their employees and their spouses/domestic partners. Excelsior is prepared to work with DAU to assist its employees and their spouses/domestic partners in pursuing their educational objectives.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

TERMS

1. Excelsior's standards for admission as well as all other student policies published at the time any DAU employee or their spouse/domestic partner seeks enrollment will apply.
2. Excelsior will award DAU employees academic credit for a wide range of learning sources and will confer degrees upon successful completion of articulated academic requirements for Excelsior degree programs (please refer to Appendix A for a complete listing of approved sources of credit).
3. Excelsior will provide DAU employees and their spouses/domestic partners who enroll in Excelsior after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedule incorporated into this Agreement as Appendix B. The tuition and fees described in Appendix B are subject to change annually at the sole discretion of Excelsior. Excelsior will provide DAU with sixty (60) days written notice prior to the effective date of any changes to the tuition and fee rates described in Appendix B.
4. DAU will actively promote Excelsior's programs and special agreed upon fees and tuition described in this Agreement to its employees through the following communications:
 - ~~a) broadcast emails to employees~~ *WJ*
 - b) Organization newsletter
 - c) a link from organization Web site to Excelsior landing page
 - ~~d) new hire packets~~ *WJ*
 - e) on-site presentations to employees
5. Excelsior will promote this Agreement through the following communications:
 - a) a press release
 - b) the addition of information regarding the partnership to appropriate marketing materials
 - c) a special landing page on Excelsior College's Web site with a unique URL
 - d) marketing materials for distribution to employees
6. Excelsior will provide DAU with a depiction of its logo and approved text, and DAU is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, DAU will provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DAU. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by

either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.

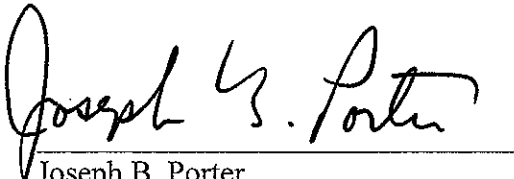
7. The term of this Agreement shall run from September 1, 2011 through August 31, 2013. The Agreement may be terminated early by either party upon not less than sixty (60) days written notice to the other party.
8. Excelsior will provide DAU with a report annually on the number of DAU employees taking coursework at Excelsior pursuant to this Agreement as well as a list identifying the application of such coursework toward degree requirements taken by such employees.
9. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence.
10. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
- ~~11. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.~~ *US*
12. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
13. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

14. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.
15. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

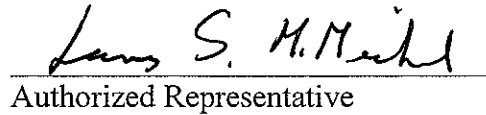
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

DEFENSE ACQUISITION UNIVERSITY



Joseph B. Porter
Vice President for Legal Affairs



Authorized Representative

8/19/11
Date

9/13/11
Date

APPENDIX A

Sources of Undergraduate Credit

Excelsior College accepts credits from a wide variety of sources. In general, Excelsior College accepts credits from those colleges and universities that are regionally accredited; those recognized by the New York State Education Department; and those that have been evaluated by the Excelsior College faculty and found to follow acceptable educational practices and apply toward our degree programs.

1. Excelsior College courses
2. Excelsior College® Examinations
3. Transfer of degree-level credit from regionally accredited and NYS Education Department-approved colleges and universities
4. College-level proficiency examination programs reviewed by the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning
5. Examinations evaluated and approved by Excelsior College (refer to the Student Guide to Credit by Examination at Excelsior College: The Assessment Catalog for a complete list)
6. Programs reviewed by
 - o the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning, including military training and experience
 - o the New York State Board of Regents National Program on Noncollegiate Sponsored Instruction (National PONSI)
 - o the Excelsior College Criminal Justice Training Assessment Program
 - o Excelsior College Faculty
7. International Credentials: Degree-level credit completed at approved universities or university-parallel institutions beyond the United States. Transcripts are evaluated by approved agencies.
8. In accordance with Excelsior College policies and procedures, students may appeal for an evaluation of extra-institutional learning (Excelsior College endorses the Council for Higher Education and Accreditation statement on the validation of extra-institutional and experiential learning for transfer purposes)
9. Excelsior College portfolio-based assessment

10. In accordance with Excelsior College policies and procedures, students may appeal for consideration of degree-level credit from non-regionally accredited schools by Excelsior College faculty.

11. Association of Advanced Rabbinical and Talmudic Schools (limited)

**APPENDIX B
CORPORATE PARTNER PRICING**

Tuition and Fee Schedule effective July 1, 2011 to June 30, 2012

Excelsior College – Undergraduate Programs			
Services	Partnership Rates	Standard Rates	Purpose
Application (one time)	\$80	\$80	Processing of application and establishment of student record
Enrollment Fee (one time)	\$130	\$975	Official evaluation of transferred credits, academic advisement and academic program planning for first year. The enrollment fee reverts to the standard rate if student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree.
Tuition (per credit)	\$305	\$355	Participation in Academic Coursework
Student Services Annual Fee (paid on an annual basis with the first annual fee charged one year after enrollment)	-0- (Provided six Excelsior course credits taken in one year)	\$440	Library services, academic advising and academic program planning. No Student Services Annual Fee will be charged provided student completes a minimum of six (6) Excelsior College Course Credits within the one year period. If the student does not complete six (6) Excelsior College Course Credits within the one year period, then the Student Service Annual Fee will be \$225.00 for the subsequent year.
Graduation Fee (one time)	\$130 (Provided twelve Excelsior course credits taken prior to degree completion)	\$495	Final review and processing of student files for conferring of degree and issuance of diploma. The Graduation Fee reverts to the Standard Rate if the student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree program. In the event the Graduation Fee reverts to the Standard Rate, then this fee will be reduced by \$15 per academic credit for each undergraduate Excelsior College course successfully completed. This fee reduction does not apply to academic credits transferred to Excelsior College.

Master's-Level Fees and Tuition available upon request.

DATE	CAMPAIGN NAME	TOTAL SPENT
6/26/2011	MBA	206.17
6/26/2011	Health Sciences	75.08
6/26/2011	Exams/Interpersonal	144.92
6/26/2011	Exams/Literacy Instru	143.37
		569.55
6/27/2011	MBA	197.35
6/27/2011	Health Sciences	110.56
6/27/2011	Exams/Interpersonal	142.62
6/27/2011	Exams/Literacy Instru	152.46
		602.99
6/28/2011	MBA	207.05
6/28/2011	Health Sciences	101.72
6/28/2011	Exams/Interpersonal	150.94
6/28/2011	Exams/Literacy Instru	148.88
		608.60
6/29/2011	MBA	206.84
6/29/2011	Health Sciences	98.61
6/29/2011	Exams/Interpersonal	147.46
6/29/2011	Exams/Literacy Instru	144.70
		597.62
6/30/2011	MBA	108.72
6/30/2011	BS Accounting	39.60
6/30/2011	Human Resources	17.60
6/30/2011	Health Sciences	60.84
6/30/2011	BS Information Techr	33.02
6/30/2011	HRTM	8.24
		268.02