

**MEMORANDUM of UNDERSTANDING
between
EXCELSIOR COLLEGE
and
DEFENSE ACQUISITION UNIVERSITY**

THIS AGREEMENT is made and entered into as of June 8, 2007 by and between Excelsior College, an education corporation organized and operating under the laws of the State of New York and having its principal place of business 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 and having its principal place of business at 9820 Belvoir Road, Fort Belvoir, Virginia 22060 (hereafter referred to as "DAU").

RECITALS

(a) Excelsior is authorized by the New York State Board of Regents to offer programs leading to various associate, baccalaureate and master's degrees and to confer such degrees; and all Excelsior programs are registered by the New York State Education Department and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools.

(b) The DAU Continuous Learning Center is a Department of Defense resource dedicated to the delivery of continuous learning opportunities supporting the Acquisition, Technology and Logistics (AT&L) workforce.

(c) The DAU would like to expand, enhance and improve the educational opportunities for the Department of Defense (DoD) Acquisition, Technology and Logistics (AT&L) workforce to include distance education programs and have proposed a relationship with Excelsior for this purpose. Excelsior is prepared to work with DAU to assist the DoD AT&L workforce in pursuing their educational objectives through the terms of this AGREEMENT.

NOW, THEREFORE, Excelsior and DAU do hereby agree as follows:

What you know is more important than where or how you learned it.[®]

TERMS

- (1) Excelsior's standards for admission as well as all other student policies published at the time any DAU employee seeks enrollment will apply.
- (2) Excelsior will award DoD AT&L workforce members 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) including DAU courses that can be used towards Excelsior College degree programs.
- (3) Excelsior will provide DoD AT&L workforce members who enroll in Excelsior after the beginning 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 ninety (90) 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 DoD AT&L workforce members through the following communications:
 - (a) Provide a link from the DAU Strategic Relationship site on the DAU Homepage to the landing page on Excelsior's site.
 - (b) On site presentations to students who are members of the Department of Defense AT&L workforce. Arranged through the DAU Program Director for Strategic Relationships.
 - (c) Make available Excelsior degree brochures to students when attending DAU courses on DAU campuses.
- (5) Excelsior will promote this AGREEMENT through the following communications:
 - (a) A press release
 - (b) On appropriate marketing materials
 - (c) Special page on Excelsior College's Web site
 - (d) Production of promotional materials for distribution to DoD AT&L workforce members.

What you know is more important than where or how you learned it.®

(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 is two years, June 8, 2007 through June 7, 2009. The agreement may be terminated early by either party upon not less than ninety (90) 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) DAU and Excelsior 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 result in the transfer or exchange of any asset owned by either party to the other party.

(10) As this relationship evolves and specific new opportunities for additional collaboration are identified, this AGREEMENT may be revised as appropriate.

(11) Each party agrees to indemnify the other party and its directors, trustees, officers and employees, and the successors and assigns of any of them, and shall defend and hold each other harmless from any and all liabilities, damages, claims, actions, law suits, penalties, fines, costs, settlements or expenses, including reasonable attorney's fees and other expenses arising from or occurring as a result of a claim brought by a third party arising through fault, negligence, or other wrongdoing of the indemnitor in connection with this AGREEMENT. The parties agree to provide each other with prompt written notice of any lawsuits or claims arising from this AGREEMENT

What you know is more important than where or how you learned it.[®]

EXCELSIOR COLLEGE

THE FOREGOING AND ATTACHMENTS HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN EXCELSIOR AND DAU.

EXCELSIOR COLLEGE

DEFENSE ACQUISITION UNIVERSITY

By: [Signature]
John F. Ebersole
President

By: [Signature]
Dr. James S. McMichael
Vice President

6-8-07
(Date)

6/8/07
(Date)

What you know is more important than where or how you learned it.[®]

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. Transfer of degree-level credit from regionally accredited and NYS Education Department-approved colleges and universities
3. College-level proficiency examination programs reviewed by the American Council on Education (ACE) College Credit Recommendation Service of the Center for Adult Learning and Educational Credentials
4. College-level proficiency examination programs reviewed by Excelsior College faculty
 - a. Information Technology (IT) Vendor Certification Examinations (Microsoft, CompTIA, CISCO etc.)
 - b. Graduate Record Examination (GRE) Subject Tests
 - c. National Commission on Certification of Physician Assistants (NCCPA) Physician Assistant National Certifying Examination (PANCE)
 - d. National Certification Board of Pediatric Nurses General Pediatric Nursing (GPN) Certification Examination
 - e. New York University Foreign Language Proficiency Tests
 - f. Hebrew University of Jerusalem Examination
 - g. Approved proficiency examination programs listed in Excelsior College DistanceLearn[®] database
 - h. Adult, Pediatric, or Neonatal Critical Care Certification (CCRN) through the AACN Certification Corporation
 - i. Oncology Certified Nurse (OCN) or a Certified Pediatric Oncology Nurse (CPON) through the Oncology Nursing Certification Group
 - j. Certified Rehabilitation Registered Nurse (CRRN) through the Rehabilitation Nursing Certification Board

What you know is more important than where or how you learned it. ³

5. Programs reviewed by the American Council on Education (ACE) College Credit Recommendation Service of the Center for Adult Learning and Educational Credentials, by the New York State Board of Regents National Program on Noncollegiate Sponsored Instruction (National PONSI), by the Excelsior College Criminal Justice Training Assessment Program, or by the Excelsior College Faculty (e.g., Nuclear Utility Accreditation Program (NUAP), Game Institute, and General Physics)
6. International Credentials
 - a. Degree-level credit at approved universities or university-parallel institutions beyond the United States. Transcripts are evaluated by Educational Credential Evaluators, Inc. (ECE), Commission on Graduates of Foreign Nursing Schools (CGFNS), Josef Silney & Associates, Inc. (for Israel only), GLOBE (for Russia only), and other faculty-approved international institutions.
7. 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)
8. Excelsior College, Charter Oak, and Ohio University portfolio-based assessment
9. Federal Aviation Administration (FAA) Fixed Wing Certificates
10. Degree-granting professional school programs with Council for Higher Education (CIIEA) professional accreditation following Excelsior College's policy on credit acceptance of transcripts from non-regionally accredited professional schools
11. College-level credit from any degree granting institution accredited by the Distance Education and Training Council (DETC) that also has been approved and recommended by the American Council on Education's (ACE) College Credit Recommendation Service.
12. Association of Advanced Rabbinical and Talmudic Schools (limited)
13. Credits from non-regionally accredited degree-granting institutions may be accepted following a specific evaluation process for which students are charged a fee.

What you know is more important than where or how you learned it.®

CORPORATE PARTNER PRICING

APPENDIX B

Tuition and Fee Schedule effective July 1 ,2006 To June 30, 2007

Excelsior College – Associate & Baccalaureate Programs			
Services	Partnership Rates	Standard Rates	Purpose
Application (one time)	\$75	\$75	Processing of application and establishment of student record
Enrollment Fee (one time)	\$125 Associate	\$895 Associate (\$625 Military)	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 nine (9) Excelsior College Credits prior to completion of an Associate Degree or twelve (12) Excelsior College credits prior to completion of a Bachelor Degree.
	\$175 Baccalaureate	\$995 Baccalaureate (\$845 Military)	
Tuition (per credit)	\$225	\$275	Participation in Academic Coursework
Student Services Annual Fee (paid on an annual basis with the first annual fee charged one year after enrollment)	\$60 Associate	\$450 Associate	Library services, ongoing academic advising and ongoing academic program planning. This fee will not be charged if the student completes at least six (6) academic credits of Excelsior College coursework in the previous academic year.
	\$80 Baccalaureate	\$515 Baccalaureate	
Graduation Fee (one time)	\$125 Associate \$175 Baccalaureate	\$495 Associate & Baccalaureate	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 nine (9) Excelsior College academic credits prior to completion of an Associate Degree or twelve (12) Excelsior College academic credits prior to completion of a Bachelor Degree. 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 re

**CORPORATE PARTNER PRICING
APPENDIX B**

Tuition and Fee Schedule effective July 1, 2007 To June 30, 2008

Excelsior College – Associate & Baccalaureate Programs			
Services	Partnership Rates	Standard Rates	Purpose
Application (one time)	\$75	\$75	Processing of application and establishment of student record
Enrollment Fee (one time)	\$150 Associate And Baccalaureate	\$895 (Civilian) Associate And Baccalaureate	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 nine (9) Excelsior College Course Credits prior to completion of an Associate Degree or twelve (12) Excelsior College Course Credits prior to completion of a Bachelor Degree.
Tuition (per credit)	\$250	\$290	Participation in Academic Coursework
Student Services Annual Fee (paid on an annual basis with the first annual fee charged one year after enrollment)	\$70 Associate And Baccalaureate	\$440 Associate And Baccalaureate	Library services, ongoing academic advising and ongoing academic program planning. This fee will not be charged if the student completes at least six (6) academic credits of Excelsior College coursework in the previous academic year.
Graduation Fee (one time)	\$150 Associate And Baccalaureate	\$495 Associate And Baccalaureate	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 nine (9) Excelsior College Course Credits prior to completion of an Associate Degree or twelve (12) Excelsior College Course Credits prior to completion of a Bachelor Degree. 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.

For The Period July 1, 2007 To June 30, 2008