

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE DEPARTMENT OF DEFENSE EDUCATION ACTIVITY**

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to provide a foundation for cooperation in advancing Science, Technology, Engineering, and Mathematics (STEM) within Department of Defense (DoD) school system by leveraging the organizational strengths of the United States Army Corps of Engineers (USACE) and the Department of Defense Education Activity (DoDEA). This MOU formalizes the creation of a partnership between USACE and DoDEA schools co-located in USACE Districts. The partnership is anticipated to include the development of a specific program related to Civil Works or other Corps functions (such as environmental protection projects and emergency response missions) that also supports DoDEA’s Community Strategic Plan (CSP) and STEM goals. Primarily, the USACE intends to enlist STEM professionals to engage with students in DoDEA schools co-located in USACE Districts. The USACE also aims to sponsor a competition and awards ceremony twice a school year for DoDEA students in grades 3–9 that are co-located in USACE Districts. The competition will focus on environmental and emergency response projects.

II. Background: DoDEA is a DoD Field Activity under the purview of the Under Secretary of Defense (Personnel and Readiness). In accordance with DoD Directive 1342.6, the mission of DoDEA is to provide exemplary education by effectively and efficiently planning, directing, and overseeing the management, operation, and administration of the Department of Defense Dependents Schools (DoDDS), which is the overseas component, and DDESS—the stateside component for eligible dependents of U.S. military and civilian personnel of DoD.

The USACE has approximately 37,000 dedicated Civilians and Soldiers delivering engineering services to stakeholders in more than 90 countries worldwide. With environmental sustainability as a guiding principle, the Corps works diligently to strengthen the Nation’s security by building and maintaining America’s water resources and infrastructure and providing military facilities where Service members live, work and train. By using engineering expertise, the Corps also conducts research and develops technology for our warfighters while they protect America’s interests abroad.

III. Authorities: The parties are authorized to conduct the activities anticipated in this MOU under:

- a. Title 10, United States Code, chapter 111, “Support of Science, Mathematics, and Engineering Education.”
- b. DoD Directive 1342. 20, “Department of Defense Education Activity,” October 19, 2007.
- c. DoD Joint STEM Steering Committee, STEM Implementation Plan, Fiscal Year 2013–17.

IV. Goals and Objectives:

a. USACE intends to:

1. Collaborate with DoDEA in the development of STEM curriculum related to an annual or biannual competition that focuses on a project related to Civil Works or other Corps function, in support of mutually agreed-upon STEM and STEM-related projects.

2. Provide engineering and scientific expertise resources, within funding constraints, to help perform mutually agreed-upon STEM and STEM-related efforts.

3. Enlist STEM professionals and volunteer employees in compliance with DoDEA and Federal statutory and regulatory volunteer requirements to engage with students in DoD schools in support of agreed-upon STEM and STEM-related efforts.

b. DoDEA intends to:

1. Collaborate with USACE in the development of STEM curriculum related to an annual or biannual competition that focuses on a project related to Civil Works or other Corps function, in support of mutually agreed-upon STEM and STEM-related projects.

2. Provide educational expertise, core curriculum resources, materials and supplies, within funding constraints, to help enact mutually agreed-upon STEM and STEM-related projects.

3. In compliance with DoDEA and Federal statutory and regulatory volunteer requirements, enlist volunteers to engage with students in DoD schools in support of agreed-upon STEM and STEM-related efforts.

V. Duration: This MOU will remain in effect for two (2) years from the date of the final signature of the approving authorities, unless renewed sooner in writing by both parties to this MOU.

VI. Modifications and Review: The provisions of this MOU may be modified by written amendment when approved by signature of the parties herein. This MOU will be reviewed annually for accuracy and currency. Requested revisions will be submitted in writing.

VII. Termination: Either party may give written notice to terminate this MOU within 30 days prior to the two-year termination date. Any respective termination costs will be borne by the individual parties.

VIII. Acceptance and Ratification: The provisions of this MOU are accepted and effective upon signature and latest date affixed below.

IX. Funding: Subject to the availability of funding, each party intends to assume responsibility for its respective costs arising from any activity related to this MOU. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

X. Other Provisions:

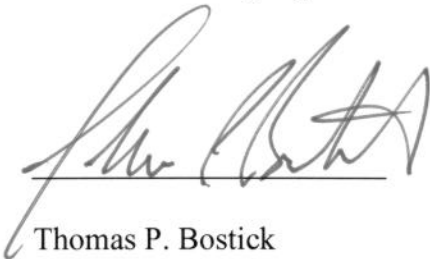
a. Nothing in this MOU is intended to diminish, modify, or affect the statutory or regulatory authorities of the parties.

b. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the parties. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

c. This MOU in no way restricts any of the parties from participating in any activity with other public or private agencies, organizations, or individuals.

d. All activities conducted under this MOU will be carried out in compliance with all applicable laws, regulations, and other legal requirements. If a term of this MOU is deemed to be inconsistent with any current law, regulation, or directive applicable to either party, then that term shall be invalid, but the remaining terms and conditions of the MOU shall remain in full force and effect.

XI. Authorizing Signatures and Dates:



Thomas P. Bostick
Lieutenant General,
Commander,
U.S. Army Corps of Engineers

20 MAY 13
Date



Marilee Fitzgerald
Director,
Department of Defense Education Activity

May 10, 2013
Date