

**Memorandum of Understanding
Between
American University
and
Defense Acquisition University**

I. Parties, Purpose and Term.

- A. **Parties.** This Memorandum of Understanding (“MOU”) sets forth the framework, conditions, stipulations, and responsibilities for establishing a collaborative agreement between – (1) the American University, a Congressionally-chartered, non-profit institution of higher education located at 4400 Massachusetts Avenue, N.W., Washington, D.C. 20016 (hereafter “AU” or “University”) through its School of Public Affairs Key Executive Leadership Programs and (2) the Defense Acquisition University, a best in class corporate university for the Defense Acquisition Workforce located at 9820 Belvoir Road Fort Belvoir, VA 22060 (hereafter “DAU”) -- hereafter “the Parties”.
- B. **Purpose.** The agreement is established to create a partnership that will increase the exposure and accessibility of the Key Programs among the Department of Defense (DoD) Acquisition, Technology, and Logistics (AT&L) workforce, and increase the quantity and quality of educational opportunities that allow the DoD AT&L workforce to fulfill its requirements for training and education.
- C. **Term and Termination.** This MOU will begin on **January 1, 2014** for a one year renewable term. The MOU may be renewed upon the mutual agreement of the Parties. Either party reserves the right to terminate, without liability, the strategic partnership when the interest of that party so dictates. Every effort will be made by either party to give 60-days notice prior to the effective date of termination and to complete the then-current program year.

II. Background.

The DAU is a best in class corporate university for the Defense Acquisition Workforce located at 9820 Belvoir Road Fort Belvoir, VA 22060. Its mission is to provide a global learning environment to develop qualified acquisition, requirements and contingency professionals who deliver and sustain effective and affordable warfighting capabilities.

The American University is a Congressionally-chartered, non-profit institution of higher education located at 4400 Massachusetts Avenue, N.W., Washington, D.C. 20016. Its School of Public Affairs (SPA) is considered one of the premier public policy/affairs schools in the country. SPA offers education in the fields of political science, public administration, public policy, and justice to prepare leaders for careers in public service. The School of Public Affairs manages (1) graduate degrees and

certificates including the Master of Public Administration degree (MPA,) (2) executive degrees and certificates including the Key Executive Leadership MPA (Key MPA or Key Program), and (3) other programs such as joint degrees and undergraduate programs. The MPA academic degree trains students to “run the Constitution”: to understand, analyze, and effectively manage the legal, political, structural, financial, institutional, cultural, human and ethical aspects of public organizations at the federal, state, and local levels. The Key MPA, for more than 35 years, has transformed good managers into extraordinary leaders. The Key Program is aligned with the U.S. OPM Executive Core Qualifications (ECQs), and was established to serve and train senior-level Federal executives. The Institute for the Study of Public Policy Implementation (“Institute”) is dedicated to identifying difficult public policy implementation issues and creating solutions by facilitating dialogue among the stakeholders. It also collaborates with the Key Executive Leadership Certificate Program.

III. Key Executive Programs of study at AU.

Under the terms of this agreement the following graduate-level educational programs will be made available:

- a) *The Key Executive Leadership Master of Public Administration (MPA):* The Key Executive Leadership MPA is a 36 credit hour graduate course of study in the skills, knowledge, and values needed for effective performance as a high-level executive.
- b) *The Key Executive Leadership Certificate:* This program is designed to provide a unique experience for enthusiastic and seasoned managers who have an interest in strengthening management skills, heighten leadership skills, and furthering their public service career.
- c) *Action Learning for Federal Agencies (ALFA) Certificate:* The ALFA program provides a distinctive experience for federal leaders to tackle existing agency problems by harnessing intellectual power and by building integrated Action Learning Teams.
- d) *The Key Executive Leadership Certificate with Action Learning and Executive Core Qualifications (ECQ) Writing:* A combination of our traditional Key Executive Leadership Certificate and Action Learning for Federal Agencies programs. This program provides a cutting-edge approach to leadership development. Agencies have an opportunity to develop personal leadership capacity and tackle existing agency.

IV. AU MPA and Certificate Program Opportunities for the DoD AT&L workforce.

- A. Key Executive MPA Credit for Eligible DoD AT&L workforce members.
 - i. The University will grant three (3) hours of credit towards the 36 credit Key Executive MPA to any member of the DoD AT&L workforce who possesses a bachelor’s degree from a regionally accredited university, has at least two years of management

experience, and has earned a Level I Certification in at least one DAWIA career field and are accepted and enroll in the Key Executive MPA program. Acceptance into the program is subject to an AU review of student applicant credentials. As a result, such students will be required to complete 33 on campus graduate credits rather than the current required 36 credits.

- ii. The University will grant six (6) hours of credit towards the 36 credit Key Executive MPA to any member of the DoD AT&L workforce who possesses a bachelor's degree from a regionally accredited university, has at least two years of management experience, and has earned a Level II Certification in at least one DAWIA career field and are accepted and enroll in the Key Executive MPA program. Acceptance into the program is subject to an AU review of student applicant credentials. As a result, such students will be required to complete 30 on campus graduate credits rather than the current required 36 credits.
- iii. The University will grant nine (9) hours of credit towards the 36 credit Key Executive MPA to any member of the DoD AT&L workforce who possesses a bachelor's degree from a regionally accredited university, has at least two years of management experience, and has earned a Level III Certification in at least one DAWIA career field and are accepted and enroll in the Key Executive MPA program. Acceptance into the program is subject to an AU review of student applicant credentials. Such students will receive their nine credits through (a) a six credit reduction in the number of graduate credits required to complete the Key MPA program and (b) a reduction in tuition equal to the current cost of three credits. As a result, such CLD students will be required to complete 30 on campus graduate credits rather than the current required 36 credits.

B. Key Executive Leadership Certificate Programs

- i. American University's Key Executive Leadership Program offers the following certificate programs:
 - a. The Key Executive Leadership Certificate
 - b. The Key Executive Leadership Certificate with Action Learning and ECQ Writing
 - c. Action Learning for Federal Agencies (ALFA)
- ii. Any member of the DoD AT&L workforce who possesses a bachelor's degree from a regionally accredited university is eligible to apply for any of the above certificate programs, as well as new programs that may become available. Acceptance is subject to the University's standard admissions process for the Key Executive Leadership Certificate Programs.
- iii. All certificate programs are offered and taken as integrated cohort programs, with little opportunity for substitution from courses or certificates previously taken by applicants. However, the Key Executive Leadership Certificate Program contains courses or modules that may be substituted by selected DAU courses at the sole discretion of AU.

- C. The Parties will collaborate to develop appropriate and effective means, including but not limited to marketing and communications, to ensure that members of the DoD AT&L workforce are aware of and understand the opportunity to obtain credit in the University's Key Executive Leadership MPA program and to attend Key Executive Leadership Certificate Programs per the above conditions.

V. Roles and Responsibilities of the University and DAU ("The Parties").

A. The University will:

- 1) Provide advice and assistance regarding the Key Programs to students who want to enroll in the AU programs covered by this MOU.
- 2) Provide DAU with up-to-date curriculum and course schedule information as required for planning and management.
- 3) Provide DoD AT&L credit hours towards the Key Executive Leadership Master of Public Administration Program as specified in IV.A. of this MOU.
- 4) Provide the DoD AT&L workforce the opportunity to enroll in Key certificate programs as specified in IV.B. of this MOU.
- 5) Provide qualified and experienced professors to teach the AU courses.

B. DAU will:

- 1) Facilitate the distribution of AU communications promoting the Key programs listed above in the section entitled, "Programs of Study", assisting students as necessary in registering for Key programs, and providing suggestions for adjusting course content to meet the changing needs of the DoD AT&L workforce
- 2) Provide copies of student transcripts of 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.

- C. Both parties to the MOU intend to conduct the AU/DAU strategic partnership on a continuing basis and to hold periodic reviews to ensure that the partnership is meeting the mutual needs of both institutions.

VI. Intellectual Property. The Parties agree that the University will hold copyright and ownership of all its program materials and course content created by the University or its employees or faculty.

VII. Financial Responsibility. Each Party shall bear its own administrative and other costs incurred for complying with this MOU. Students bear the responsibility for payment of tuition, fees, and any other costs related to enrollment in degree or certificate programs.

VIII. Admission into Program. The Parties agree that the eligible DAU workforce members must be admitted to and enrolled in the Key MPA in order to receive the masters degree credits.

IX. Confidentiality of Student Education Records. The Parties agree that student academic records held by the Parties are confidential and may not be disclosed to either Party without the prior written consent of the student.

X. Termination. Either Party may terminate this MOU for any reason by giving three months written notice to the other.

XI. Publication and Advertisement. Both Parties agree that neither will use the name, trademark or logo, nor make any reference to the other or any of its components in any advertising or publications without the prior written consent of the other Party. Any permission granted under this MOU is for a non-exclusive, limited purpose related to the performance of this MOU.

XII. Notice. For notice required by this MOU, the following addresses shall be used and notice shall be deemed to have been sufficiently given when personally delivered or transmitted by certified or registered United States mail as follows:

IF TO AMERICAN UNIVERSITY:

Barbara Romzek
Dean
School of Public Affairs
American University
4400 Massachusetts Avenue, NW
Washington, DC 20016

With a copy (which shall not constitute notice) to:

Robert Tobias
Director
Key Executive Programs
Director
Institute for the Study of Public Policy Implementation
School of Public Affairs
American University
4400 Massachusetts Avenue, NW
Washington, DC 20016

IF TO DEFENSE ACQUISITION UNIVERSITY:

Wayne E. Glass
Professor, Program Management and Logistics
And, Program Director for Strategic Partnerships
Defense Acquisition University
9820 Belvoir Road
Fort Belvoir, VA 22060

XIII. Independent Contractor. Each Party agrees that it is not an agent or employee of the other Party. Nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture of any kind. Neither Party shall have the authority to, or shall attempt to, bind or commit the other Party for any purpose except as expressly provided herein.

XIV. Third-Party Rights. This Agreement is between DUA and the University and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third party.

XV. Warranty of Authority. The persons who execute this Agreement represent and warrant that they have full and complete authority to enter into this Agreement on behalf of their respective institutions.

XVI. Force Majeure. Neither Party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from, including without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any governmental or regulatory entity or authority, or labor disputes.

XVII. Waiver. Any waiver by either Party of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of any breach of the same or of any other term or condition of this Agreement.

XVIII. Severability. The invalidity, unenforceability, or waiver of any of the terms and conditions of this Agreement shall not invalidate or affect the remainder of this Agreement.

XIX. Amendment. This Agreement may be amended or supplemented only in writing signed by DAU and the University.

XX. Governing Law. This Agreement shall be deemed to have been made in the District of Columbia and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by Federal law, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in Federal courts.

XXI. Non-exclusive Agreement. This agreement is non-exclusive and nothing in it shall be deemed to prohibit either Party from entering into similar agreements with other entities for the same or similar purpose.

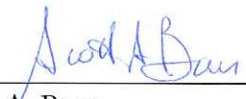
XXII. Entire Agreement. The foregoing states the entire MOU between the Parties, and supersedes any prior understanding, commitments, or agreements, oral or written.

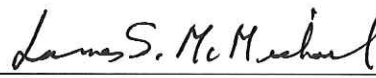
Upon signing by their duly authorized representatives, this MOU shall become a mutually binding agreement by and between the University and DAU and can only be changed in writing.

NOW INTENDING TO BE LEGALLY BOUND, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding effective on the date first written above (Effective Date, Section I-C).

FOR AMERICAN UNIVERSITY:

FOR DEFENSE ACQUISITION
UNIVERSITY

 1/31/14
Scott A. Bass (date)
Provost
American University

 12/20/2013
James S. McMichael (date)
Acting President
Defense Acquisition University