



DEPARTMENT OF DEFENSE

DEFENSE ACQUISITION UNIVERSITY
OFFICE OF THE PRESIDENT
9820 BELVOIR ROAD
FORT BELVOIR, VA 22060-5565

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY
AND
THE DEFENSE ACQUISITION UNIVERSITY**

This Memorandum of Understanding (MOU) is made as of February 18, 2014, (the "Effective Date") by and between the Curators of the University of Missouri on behalf of Missouri University of Science and Technology (Missouri S&T) and the Defense Acquisition University (DAU).

The DAU, as the Department of Defense (DoD) University for the Acquisition, Technology, and Logistics (AT&L) workforce, desires to encourage the completion of certain certificate or graduate level courses and degree programs for the more than 130,000 member AT&L workforce located throughout the world.

Missouri S&T is a regionally accredited public institution of higher learning providing academic courses, graduate certificates, and graduate degree programs delivered using state-of-the-art distance delivery techniques. Missouri S&T offers individual courses, graduate certificates, and graduate degree programs (for academic credit) as well as professional development courses (non-credit) that are relevant to DAU students.

In accordance with the terms and conditions of this MOU, DAU and Missouri S&T desire to establish a commitment to facilitate education and training for members of the AT&L workforce.

Now therefore, for good and valuable consideration, the parties agree as follows:

SECTION 1. Program Description

1.1 The parties acknowledge and agree that in all respects the degrees and programs under this agreement are Missouri S&T degree programs and courses to which all policies and practices of Missouri S&T apply.

1.2 This MOU is applicable to the AT &L workforce. Prospective students must apply to the Missouri S&T program of interest and meet any applicable Missouri S&T admission criteria in effect at the time of application. Admission of DAU/AT&L students shall be in accordance with Missouri S&T's current admission policies and procedures applicable to any student seeking admission to Missouri S&T.

1.3 Missouri S&T agrees to accept transferred academic credit, in accordance with Missouri S&T's current transfer policies and as they meet its various academic department's requirements.

1.4 As that both DAU and Missouri S&T are leaders in the field of distance education and online learning, further opportunities for collaboration will be explored. Any agreement regarding future collaborations will be documented, signed by both parties, and reflected as addenda to this basic MOU.

SECTION 2. Program Coordination and Publicity

2.1 Each party will designate an individual who will coordinate and manage the activities under this agreement. Missouri S&T's Global Learning will serve as the point of contact for this agreement. Representatives from Missouri S&T and DAU will meet on a periodic basis, at a mutually agreeable time and location to discuss the program(s) under this Agreement, including any changes, programs, and credential requirements that could affect this Agreement and any areas of interest to one or both parties.

2.2 Missouri S&T will publicize programs on the Global Learning website and will distribute materials to DAU, as appropriate. DAU will publicize Missouri S&T's program on DAU website, in internal materials and will distribute materials to students and other individuals/organizations, as appropriate.

2.3 Missouri S&T or DAU may use the other party's name or logo on website or published materials (e.g., website and catalog) only to reference this Agreement or contact information and hyper-links to the other party.

SECTION 3. Participants/Financial Obligations

3.1 DAU/AT&L students who enroll with Missouri S&T pursuant to this MOU shall be students of Missouri S&T, subject to any and all laws, including Federal Educational Rights and Privacy Act privacy laws, regulations, practices, and policies applicable to Missouri S&T students. DAU/AT&L students enrolled pursuant to this MOU should direct questions on academic or administrative matters to Missouri S&T's Global Learning contact for reference to the appropriate Missouri S&T administrative or academic department.

3.2 DAU/AT&L Students are responsible for tuition and fees. For the purpose of this MOU, DAU/AT&L students will pay the rate authorized for the program in which the student is enrolled.

3.3 Missouri S&T and DAU will assume the cost of its own administration of this MOU. No exchange of funds between the parties is contemplated by this MOU. Expenditures are subject to funds available and subject to the parties' fiscal guidelines.

SECTION 4. Change in Programs

4.1 Notwithstanding anything in this MOU to the contrary, Missouri S&T and DAU shall retain the right and authority to make changes in their respective courses, programs, and credential requirements they each may determine to be in their respective best interest.

SECTION 5. Term and Termination

5.1 The term of this MOU shall commence as of the date first written above ("Effective Date") and continue for an initial period through Academic Year 2014-2015 ending with close of Spring semester 2015. The MOU shall automatically be renewed for successive one (1) year periods, for a period of four years (i.e., through Academic Year ending with close of Spring semester 2019), unless or until terminated as set forth herein.

5.2 Either party may terminate this MOU without cause by providing the other with sixty (60) days prior written notice. Following a notice of termination, the other may request a review and discussion of modification toward the goal of continuing this MOU. The parties agree to participate in such a review and discussion in a reasonable manner, provided, however, failure to do so or to reach resolution shall not affect the termination of this MOU as stated in the given notice.

5.3 In the event of termination, the parties agree to be responsible for developing an appropriate phase out process that will focus on the best interests of the active students in the program and may allow up to a period of four years for any enrolled student to complete their degree.

5.4 This MOU replaces all previous agreements between the two institutions.

In witness whereof, the parties, by their authorized representatives, sign below:

THE DEFENSE ACQUISITION UNIVERSITY

THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY

By: Louis S. McMichael

By: Abner K. Wray

Title: Vice President

Title: PROVOST AND VICE CHANCELLOR FOR ACADEMIC AFFAIRS

Date: 20 March 2014

Date: 6 FEBRUARY 2014