



DEPARTMENT OF DEFENSE

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

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding (MOU) is between University of Phoenix, Inc. (University) with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Defense Acquisition University (DAU) and its Affiliates, (Client) with its principal place of business located at 9820 Belvoir Road, Fort Belvoir, Virginia 22060. For purposes of this agreement, Affiliates is defined as any entity that controls, is controlled by, or is under common control with the Client.

Benefits Offered by University:

1. The University will provide a ten percent (10%) tuition reduction to the Client's employees who meet the University's admission standards. This applies to any University program, including professional development courses and certificate programs. After the effective date of this MOU and after the date the student identifies as an employee of Client, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's student policies.
2. The University, at its discretion, may evaluate current professional development and training programs owned by the Client for potential Prior Learning Assessment credit, reporting these results in a Credit Recommendation Guide. The University will then waive Prior Learning Assessment fees for the Client's employees.
3. The University will accept college level credit hours as transcribed by American Council of Education (ACE) from DAU and award them appropriately as indicated by the University's transfer credit policies upon receipt of an ACE transcript from the student. Credits transcribed by ACE from DAU will not be eligible to waive course requirements from a student's major in an undergraduate or graduate degree program.
4. The University will provide a link from the Client's internal website to a university website to assist employees with enrollment.
5. The University will also provide information to support the Client's internal promotion of continuing education.

Client Contributions:

1. If the Client desires to take advantage of Prior Learning Assessment, the Client shall submit its Client owned professional development and corporate training courses by following the University submission instructions and Prior Learning Assessment Policies and Procedures.

2. If the Client takes advantage of Prior Learning Assessment, the Client agrees to permit the University to publish the Credit Recommendation Guide publicly on *phoenix.edu*.
3. Subject to the Client's policies, the Client will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

General Terms and Conditions:

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If the University believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a federal or state educational board or commission, the University may terminate the MOU immediately upon written notice to the Client.
2. The University may use Client's name verbally for reference purposes only. The Client grants the University the right to use the Client's name and logo in writing for purposes of this MOU only.
3. Each party acknowledges that the relationship with the other is that of an independent contractor.
4. Each party agrees to abide by all applicable federal and state laws. This MOU shall be governed by and construed in accordance with the laws of the state of Arizona. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.
5. This MOU does not create any rights, title, or interest for any entity other than the University and the Client.
6. The Client agrees that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.
7. "Marks" means University's name or any derivative thereof, trademarks, trade names, logos, service marks, photographs, menus, slogans, trade styles, trade dress and graphics, whether or not registered or otherwise legally determined to be owned by University, as provided to Client by University during the term. Without conveying any proprietary right, title, or interest in and to the Marks or any other proprietary intellectual property rights, and subject to University's written consent prior to use of the Marks, University hereby grants Client a revocable, royalty-free, worldwide license, effective throughout the term of this MOU to use, display, and publish the Marks solely for the purpose of this MOU. Client agrees to adhere to any brand, trademark, and use guidelines as set forth at <http://www.apollogrp.edu/trademarks/> or as communicated to Client by University. Client shall not use any Marks on any Client materials or otherwise without University's

prior written approval of any materials that include Marks. University's approval shall not be unreasonably withheld, conditioned, or delayed. Client will not use Marks in a manner that disparages University or any University affiliate or each of their Marks or products or services, or portrays University or any University affiliate or each of their Marks or products or services in a false, competitively adverse, or poor light. Client will comply with University's requests as to the use of Marks and will avoid any action that diminishes the value of such Marks. Client's unauthorized use of the Marks is strictly prohibited. Client's use of Marks and any and all goodwill associated therewith or that may accrue as a result of such use will inure solely to the benefit of University or University affiliate.

8. University may use the DAU's name or logo in published materials (e.g., Web site and catalog) to reference this agreement or contact information/links to DAU. Content and text of all such promotional information must be approved by DAU prior to the release.
9. No agreements concerning the transfer or exchange of any assets of either party is intended or implied by this MOU. University and Client are separate and independent institutions of higher education and by this agreement will continue to operate as separate institutions. The administrators of University and Client are authorized to sign, prepare, and implement plans of action and procedures necessary to affect this agreement.
10. As this strategic affiliation evolves and specific opportunities for additional affiliation and collaboration are identified on our programs, this MOU will be updated with addenda that will reflect bilateral or multilateral agreements as appropriate.



Katharina G. McFarland
President
Defense Acquisition University



William Pepicello, Ph.D.
President
University of Phoenix, Inc.

Date: 1/25/12

Date: 2/10/12