UMUC

Office of the President

AGREEMENT
BETWEEN
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

AND

THE DEFENSE ACQUISITION UNIVERSITY

This Agreement is made as of this _____day of _____2003 (the "Effective Date"), by and between the University of Maryland University College ("UMUC") and the Defense Acquisition University ("DAU").

RECITALS

The DAU, as the Department of Defense DoD university for acquisition, technology, and logistics (AT&L) community, desires to encourage the completion of certain certificate, undergraduate, and graduate level courses and degree programs for the more than 130,000 member AT&L workforce located throughout the world. These courses and programs would supplement the courses that DAU itself teaches.

UMUC is a regionally accredited public institution of higher learning providing academic courses and programs in Maryland and through distance delivery that include certificate, undergraduate, and graduate programs relevant for ("DAU students").

In accordance with the terms and conditions of this Agreement, DAU and UMUC desire to establish a commitment to facilitate the transfer of DAU course credits that have been certified by the American Council on Education ("ACE") toward the UMUC degree or certificate programs without jeopardizing the stated goals and policies of either institution.

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

SECTION 1. Program Description

UNIVERSITY *of* MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East, Adelphi, MD 20783-8000 USA • 301-985-7077
Fax 301-985-7678 • www.umuc.edu

1.1 For the degree and certificate programs listed in Exhibit 1.1 UMUC will provide a list of each on the UMUC Military Program web page under a "DAU Partnership" link that will include the potential credit that can be transferred into UMUC from DAU courses that are certified by ACE. This will be general in nature as each student brings a unique set of learning experiences that are considered in degree planning. The list of programs will further link to the appropriate undergraduate or graduate page to allow the student to get details on the program and apply for admissions.

1.2 The parties acknowledge and agree that in all respects the degrees and programs listed on Exhibit 1.1 are UMUC degree programs and courses to which all policies and practices of UMUC apply.

1.3 After the all of the degree templates under this Agreement are posted to the UMUC Military Program web page, UMUC agrees to discuss with DAU the possibility of selecting courses for review in the "DAU Course Equivalency Program" and if appropriate offer certain UMUC courses for review by the ACE for this equivalency.

1.5 UMUC agrees to accept transferred credits for DAU students in accordance with UMUC's current transfer policies.

1.6 As that both DAU and UMUC 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 and signed by both parties.

SECTION 2. Program Coordination and Publicity

2.1 Each party will designate an individual who will coordinate and manage the activities under this Agreement. Representatives from UMUC and DAU will meet on an annual basis, at a mutually agreeable time and location to discuss this the program under this Agreement, any changes, programs and credential requirements that could affect this Agreement and any of areas of interest to one or both parties.

2.2 UMUC will have a separate link on the UMUC Military Program web page that will post all the updated templates and key information for DAU Students who desire to enroll in UMUC.

2.3 UMUC will publicize this program in UMUC materials and will distribute materials to DAU Students, and the DAU administration to include DAU regional campuses and other individuals/organizations, as appropriate. DAU will publicize the program in internal materials and will distribute materials to students and other individuals/organizations, as appropriate.

2.4 UMUC or DAU may use the other party's name or logo in published materials (e.g., website and catalog) specifically only to reference this Agreement or contact information and hyper-links to the other party. Any and all marketing, promotional or publications materials developed pursuant to this Agreement prepared or developed by one party must be reviewed and approved in writing by the other party prior to use of any such materials. Neither party shall use the name or marks of the other party in connection with any product, service, promotion, news release or other publicity, without the prior written

consent of the party whose name or likeness may be under consideration.

SECTION 3. Participants/Financial Obligations

3.1 This Agreement is applicable to DAU Students. DAU students must apply to the UMUC program of interest and meet the applicable UMUC admission criteria in effect at the time of application. Admission of DAU students shall be i) in accordance with UMUC's current admission policies and procedures applicable to any student seeking graduate admission to UMUC and ii) in accordance with applicable law.

3.2 DAU Students who enrolled with UMUC pursuant to this Agreement shall be students of UMUC, subject to any and all laws, regulations, practices and polices applicable to UMUC students. DAU students enrolled pursuant to this Agreement should be directed to refer questions on academic or administrative matters to UMUC's undergraduate or graduate advising staff as applicable.

3.3 Students are responsible for tuition and fees. For the purpose of this Agreement, active duty military DAU students will pay the same tuition rate as the Maryland in-state tuition at the current prevailing rates. Civilian DAU students will pay the in-state or out-of-state graduate tuition rates depending on their residency status.

3.4 UMUC and DAU will assume the cost of its own administration of this Agreement. No exchange of funds between the parties is contemplated by this Agreement. Expenditures are subject to funds available and subject to the parties' fiscal guidelines.

3.5 In the event UMUC conducts ACE evaluations of the courses IAW the "DAU Course Equivalency Program" UMUC will be responsible for the cost of such evaluation.

SECTION 4. Change in Programs.

4.1 Notwithstanding anything in this Agreement to the contrary, UMUC 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.

4.2 The parties shall give reasonable notice of changes to their respective courses, programs, and credential requirements that may materially affect the Agreement, affording both parties and the students in the program reasonable time to review the changes and to make a determination of the effect on this agreement.

SECTION 5 Term and Termination

5.1 The term of this Agreement shall commence as of the date first written above ("Effective Date") and continue in for an initial period of one (1) year. The Agreement shall automatically be renewed for successive one (1) year periods, unless or until terminated as set forth herein.

5.2 Either party may terminate this Agreement 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 end of continuing this Agreement. 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 effect the termination of this Agreement as stated in the given notice.

5.3 In the event of termination, the parties agree to be responsible for developing a phase out process that will focus on the best interests of the active students in the Program.

SECTION 6 General Provisions

6.1 Any notice or communication permitted or required between the parties under this Agreement shall be in writing and given by hand delivery, certified mail, overnight mail or by another method which allows delivery to be confirmed. The notice shall be deemed effective upon receipt. If a notice is not accepted, then notice may be made by mail and shall be deemed effective ten (10) days after mailing. Notice shall be given to the address and to the persons identified for UMUC and the DAU respectively in Exhibit 6.1.

6.2 Neither party shall assign this Agreement or its interest therein or its rights or obligations thereunder without the prior written consent of the other.

6.3 With respect to the matters set forth in this Agreement, this Agreement i) sets forth the complete agreement and understanding of the parties and ii) supersedes all prior or contemporaneous agreements or understandings.

6.4 This Agreement may be amended, modified or changed only in writing and when signed by both parties.

6.5 The captions and headings of portions of this Agreement are included solely for convenience and shall not control the meaning or interpretation of the substance of this Agreement.

6.6 If any portion of this Agreement is at any time held by a court of competent jurisdiction to be void or invalid or incompatible with any applicable law, statute, ordinance or regulation, then that portion shall be deemed to be omitted from this Agreement without affecting the force, effect or validity of the remainder of this Agreement.

6.7 Any exhibits or attachments referenced in this Agreement, whether or not physically attached hereto are incorporated into and made part of this Agreement. The definitions ascribed in the introductory provisions and Recitals of this Agreement are made part of this Agreement.

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EXHIBIT 1.1

Undergraduate Certificates

Business and Management

- Introductory Accounting (F2F and Online)
- Advanced Accounting (F2F and Online)
- Business Project Management (F2F)
- Customer Service Management (F2F)
- E-Commerce in Small Business (F2F)
- E-Commerce Management (F2F and Online)
- Environmental and Occupational Health and Safety Management (F2F)
- Financial Management (F2G and Online)
- Human Resources Management (F2F and Online)
- Technology and Management (F2F and Online)

Communications

- Customer Service Communications (F2F)
- Negotiations and Conflict Management (F2F)
- Workplace Communications (F2F and Online)

Computing and Technology

- Computer Applications (F2F and Online)
- Database Design and Implementation (F2F)
- Database Management (F2F and Online)
- E-Commerce for IT Professionals (F2F)
- Information Management (F2F and Online)
- Internet Technologies (F2F and Online)
- Object Oriented Design and Programming (F2F and Online)
- Object-Oriented Program Using Java (F2F and Online)
- Project Management for IT Professionals (F2F and Online)
- Software Engineering (F2F)
- UNIX System Administration (F2F)
- Visual Basic Programming (F2F and Online)
- Web Design (F2F)
- Web Programming (F2F)
- Windows Programming (F2F)

Science and Security

- Information Security (F2F)

Undergraduate Majors

- Accounting (F2F and Online)
- Business Administration (F2F and Online)
- Computer and Information Science (F2F and Online)
- Computer and Information Technology (F2F)
- Computer Science (F2F)
- Computer Studies (F2F and Online)
- Human Resources Management (F2F and Online)
- Information Systems Management (F2F and Online)
- Management Studies (F2F and Online)
- Marketing (F2F and Online)

Graduate Certificates (All Online)

Accounting and Information Technology

- Accounting and Information Systems
- Accounting and Information Technology

Accounting and Financial Management

- Accounting and Financial Management-Operations
- Accounting and Financial Management-Strategic

Distance Education

- Distance Education and Technology
- Foundations of Distance Education
- Teaching at a Distance
- Training at a Distance

E-Commerce

- E-Commerce

General Management

- Accounting
- Financial Management in Organizations
- Foundations for Human Resources Management
- Integrated Direct Marketing
- Integrative Supply Chain Management
- Leadership and Management
- Procurement and Contract Management
- Systems Analysis

Information and Telecommunications Studies

- Applied Computer Systems
- Database Systems & Security
- Database Systems Technologies
- Information Assurance
- Information Resources Management
- Information Technology
- Software Development Management
- Telecommunications Management
- Software Engineering

Graduate Degrees (All Online; some have F2F classes)

- Master of Business Administration
- Master of Distance Education
- Master of Science Accounting and Financial Management
- Master of Science Computer Systems Management
- Master of Science in Electronic Commerce
- Master of Science in Information Technology
- Master of Science in Management
  - Track in Accounting
  - Track in Financial Management
  - Track in Human Resources
  - Management Information Systems
  - Procurement and Contract
- Master of Science in Technology Management
- Master of Science in Telecommunications Management
- Master of International Management
- Master of Software Engineering

6.8 Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the parties. Nothing in this Agreement is intended, or shall be deemed to create rights or benefits in or to any person or entity other than the parties.

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

THE DEFENSE ACQUISITION UNIVERSITY

By: Frank J. Anderson, Jr.
Frank J. Anderson, Jr.
President
Defense Acquisition University

Date: October 15, 2003

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: Gerald A. Heeger
Gerald A. Heeger
President
University Maryland University College

Date: October 15, 2003