

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TENNESSEE
COLLEGE OF BUSINESS ADMINISTRATION
AND
DEFENSE ACQUISITION UNIVERSITY
COLLABORATION ON PRODUCT SUPPORT
RESEARCH AND CURRICULUM**

We, the undersigned, hereby agree to and affirm the establishment of a strategic partnership between The University of Tennessee College of Business Administration (UT) and the Defense Acquisition University (DAU) to collaborate on national level product support research and curriculum for aerospace and defense serving the Department of Defense (DoD) Acquisition, Technology, and Logistics (AT&L) workforce, industry, and academia.

As this strategic partnership evolves and includes additional dimensions and partners, the Memorandum of Understanding (MOU) will be updated and reissued accordingly. In the longer term, this partnership could lay the foundation for an aerospace and defense enterprise or center that can offer a clearinghouse of research, training, curriculum development, consulting, and knowledge management services. Additions will be reflected as addenda to the basic MOU.

Such a national curriculum should have the following attributes:

- *Support DoD strategies* -- reflect DoD operations and strategy by emphasizing enterprise level thinking and best practices in topics including but not limited to: lean, performance based logistics, total life cycle systems management, and defense-industry partnering.
- *Unite Military and Commercial* – span both military and commercial operations and seek to better coordinate and integrate the two through joint learning and shared educational experiences.
- *Cover Entire Life Cycle* – address acquisition and sustainment logistics management principles across the entire weapon systems life cycle (from requirements generation to disposal) and present these principles in a consistent and unified framework to facilitate cooperation across the stages of the life cycle.
- *Partnering* – seek relationships with leading military, commercial, and public universities to develop materials that should be made widely available.
- *Research* – promote and/or access applied research on problems faced by defense and industry customer base for purposes of incorporating latest lessons learned and best practices into curriculum and training.
- *Range of Perspective* – provide a range of perspectives from “big picture” thinking for senior leaders to “nuts and bolts” fundamentals, tools, and

applications for operational levels, and all should be presented in an internally consistent, coordinated manner.

- *Facilitate integration* – enable an extended enterprise by establishing a common body of knowledge, including a shared language, consistent principles and practices, and widely understood business models.

Under this agreement, UT will:

- Propose hypothetical courses comprising a national level aerospace and defense product support curriculum.
- Suggest design principles for proposed courses.
- Canvass public and private universities for existing relevant curriculum.
- Canvass U.S. aerospace and defense industry for existing relevant curriculum.
- Build on what is learned to make recommendations for a future enterprise, center, or clearinghouse.
- Provide DAU with up-to-date information as required for planning and management.
- Guide design and development of mutually agreed upon complementary courses.
- Participate in the identification of candidate sources to develop or revise courses via roundtables or other forums.

Under this agreement, DAU will:

- Obtain Office of the Secretary of Defense support for this collaborative effort.
- Assess hypothetical course proposals and offer recommendations to the Office of the Secretary of Defense and the President, Defense Acquisition University.
- Make available existing TLCSM, Performance Based Logistics, and other Life Cycle Logistics curricula and products.
- Canvass DoD Universities for existing relevant curricula.
- Assess recommendations for future, expanded directions.
- Provide UT with up-to-date information as required for planning and management.
- Concur in UT recommendations for sources to develop or revise courses.
- Guide design and development of agreed upon complementary courses.

Both parties to this agreement intend to conduct the UT-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.

Each party agrees to bear its own cost of participation in this MOU; all costs incurred under this MOU are gratuitously rendered and will not result in a charge to either party.

Any intellectual property, including any patents or copyrights, developed under this MOU solely by one party shall be owned by that party in accordance with UT policies and in accordance with government regulations for DAU. Both UT and DAU shall have property rights in any intellectual property jointly developed under this MOU, including any patents or copyrights. At a minimum, the federal government shall receive a royalty-free license granting Government purpose rights in any such intellectual property. UT shall receive, at a minimum, the rights for commercial applications of such intellectual property. The specific rights to be held by each party shall be defined in a written license agreement executed concurrent with the joint efforts that result in creation of the intellectual property.

Modules and other written materials generated pursuant to this MOU by UT may be reproduced by DAU, so long as the modules and materials are used by DAU only for non-commercial, educational or government purposes. Prior to using such materials, DAU will submit a copy of the materials to UT to ensure UT propriety information is properly identified in the module or other written materials. UT shall advise DAU, in writing, whether proprietary information is satisfactorily identified or, if not, what specific revisions to the materials are necessary. Where necessary, UT will furnish DAU a no-cost, royalty free license granting government-purpose rights in the use of the proprietary data to DAU.

Neither party to this MOU has exclusive rights of the other to any opportunities being pursued.

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.


Frank J. Anderson, Jr. 2/23/05
President
Defense Acquisition University


Alex Miller, Ph.D. 1/13/05
Dean, Center for Executive Education
University of Tennessee


Louis A. Kratz 3/25/05
Ass't Deputy Under Secretary of Defense
(Logistics Plans and Programs)


Denise Barlow 1/20/05
University of Tennessee (date)