



**DEPARTMENT OF DEFENSE**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEFENSE ACQUISITION UNIVERSITY  
AND  
NATIONAL UNIVERSITY**

This Memorandum of Understanding (MOU) between National University, a non-profit, public benefit corporation, organized under the laws of the State of California, United States of America, and Defense Acquisition University (DAU), a corporate university for the Defense Acquisition Workforce, is made with reference to the following facts:

**ARTICLE 1**  
**RECITALS**

1.1 National University is an independent institution of higher education accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges and other accrediting agencies. National University maintains its administrative offices in La Jolla, California, and has 27 campuses located throughout California and in Nevada. It is dedicated to making lifelong learning opportunities accessible to a diverse population of learners.

1.2 National University offers both undergraduate and graduate degree programs in the College of Letters and Sciences, and five schools: the School of Business and Management, the School of Education, the School of Engineering and Technology, the School of Health and Human Services, and the School of Media and Communication. National University offers courses in a traditional classroom setting, delivered in a one-course-per-month format and various online programs delivered via the Internet and other digital technologies. A list of the current courses and programs offered by National University can be found on its website at [www.nu.edu](http://www.nu.edu).

1.3 National University is an affiliate of the National University System (NUS). The NUS is an alliance of operationally-independent and separately-accredited entities offering a variety of educational programs to diverse constituencies. The NUS includes National University, John F. Kennedy University, National University International, National University Virtual High School, National University Academy, Spectrum Pacific Learning Company, WestMed College, the Center for Integrative Health, National University System Institute for Policy Research, and the National University Golf Academy.

1.4 DAU is a DoD activity that provides professional training to members of the Defense Acquisition Workforce so that they may deliver and sustain effective and affordable warfighting capabilities. It does this in part by offering its students American Council on Education (ACE)

accredited courses, continuing education programs, career and technical education, and economic development.

1.5 National University and DAU representatives will exchange information about their institutions as required to facilitate this agreement and the projects described herein.

1.6 National University and DAU believe that an affiliation between the two institutions will provide opportunities consistent with their missions, including diversifying their academic program offerings, broadening their student populations, and providing expanded opportunities for students.

1.7 National University and DAU agree that it is to their mutual benefit to establish an affiliation as outlined in this MOU.

1.8 It is the express intent of the parties that the relationship contemplated by DAU be conducted and implemented in a manner that is in strict compliance with the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1001, *et seq.* ("HEA") and its implementing regulations.

## **ARTICLE 2** **PURPOSE**

2.1 The purpose of this MOU to acknowledge that students of DAU, in order to pursue an associate, baccalaureate, graduate degree, or additional certification may enroll in National University courses concurrent with their enrollment at DAU or may transfer to a National University associate, baccalaureate, graduate degree, or certification program following completion of a certificate or ACE accredited training. DAU students must meet all National University requirements and guidelines for admission to National University. Degree requirements and course articulations are included in the attachment.

## **ARTICLE 3** **ELEMENTS**

3.1 To be eligible for application to an advance start associate or bachelor's program at National University, the student enrolling in the bachelor's program must either submit proof of having been awarded an associate's degree from a regionally accredited college or university and courses from DAU or be currently enrolled as a student at DAU pursuing transferable courses. If a student chooses to enroll concurrently, he/she must sign a release of records to enable National University and DAU to coordinate student records and advising. National University will evaluate credit courses at DAU in which the student has earned a grade of "C" or better. No credit will be recognized for undergraduate coursework with a grade less than "C."

A student enrolling in a graduate program must submit proof of having been awarded a bachelor degree from a regionally accredited college or university and courses from DAU or submit proof of having been awarded a bachelor degree from a regionally accredited college or

university and be currently enrolled as a student at DAU pursuing transferable courses. National University will evaluate graduate transcript credit courses at DAU in which the student has earned a grade of "B" or better. No credit will be recognized for graduate coursework with a grade less than "B."

3.2 Any DAU student who is currently enrolled in one or more transfer-level courses or was enrolled the prior term is eligible to enroll in National University's associate, bachelor, graduate degree program(s) or certificate(s). Each individual's earned DAU transfer credits toward the associate, bachelor, graduate degree, or certificate will be evaluated upon receipt of transcripts and other admissions documents.

Some DAU students may be eligible for National University's advanced start baccalaureate option. A student will be accepted into the National University advanced start baccalaureate option if the student has completed an associate degree program (AA, AAS, AS, or specialized associate degree), which will be transferred for up to 60 semester units (or 90 quarter units); or if the student has completed DAU course units that transfer. Students who have completed the DAU course units (either with or without an Associate level degree) will have their units block transferred for up to 60 semester units (or 90 quarter units) to meet all National University lower division General Education requirements.

3.3 DAU students will be encouraged to participate in an orientation program provided by National University before transferring or registering in classes.

3.4 DAU students must fulfill National University requirements, which entail completion of no less than 25 percent of their program requirements at National University including a minimum of 50 percent of the major requirements, including the capstone course if required at National University. Units earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75 percent of total credits required for graduation.

#### **ARTICLE 4** **PROGRAMS**

4.1 National University will offer associate, baccalaureate, graduate programs, and certificate programs to DAU students. National University's General Catalog (Catalog) in effect at the time each student enrolls will govern all program requirements for students, including, but not limited to, required courses.

4.2 Participating students in undergraduate programs with an associate will be required to complete at National University, a program of study, which equals approximately the number of hours required in the junior and senior years of the degree program being sought. Students who successfully complete courses at DAU will need to complete the degree requirements associated with National University's undergraduate degree program.

4.3 Participating students in graduate programs who meet the graduate requirement for admission with National University will be required to complete at National University, a program of study, which equals approximately the number of hours required in the program being sought, though they will be allowed to transfer up to 13.5 quarter credits of graduate level DAU courses into the program if the courses fit the requirements for the degree.

4.4 DAU graduates will be given first priority for admissions to courses and programs that are conducted as part of the Agreement.

## **ARTICLE 5**

### **ACADEMIC RESPONSIBILITY**

5.1 National University shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection, approval and payment of faculty; admission, registration, and retention of students; evaluation of students prior education; evaluation of students' progress; scheduling of courses; awarding academic credit; and conferring degrees.

## **ARTICLE 6**

### **TERMS**

6.1 So as to assure the admission and academic success of participating students, National University and DAU agree to develop, maintain, and improve, as necessary, a Program management system.

6.2 Each institution will:

- Publicize the Agreement and Program among its students and faculty.
- Clearly delineate courses to be taken at DAU and those to be completed at National University.
- Coordinate activities, monitor student progress, and evaluate and improve Program as necessary.
- List the Program in the appropriate publications and Web sites of the institution.
- Exchange regularly updated copies of their general catalogs and any other publications, which may be helpful in advising students.
- Provide timely information about significant changes in the Program and programs of study that relate to the preparation of participating students.
- Provide any other information that may be helpful with monitoring and

supporting the academic success of participating Program students.

- Provide National University admission requirement information to all prospective DAU transfer students.
- Assess the Program annually in collaboration with participating faculty, advisors, and students to improve the Program as needed.

6.3 National University will:

- Provide an annual report to DAU that includes the number of students that matriculate at National University and the Program areas in which students matriculate.
- Offer the current National University military discount to DAU students.

6.4 DAU will provide the opportunity for National University staff to visit DAU campuses and talk with students in DAU courses during breaks and at lunch time.

6.5 This Agreement may be amended upon the mutual acknowledgement and endorsement of said amendments.

6.6 The term of this Agreement shall be two (2) years, commencing on the date first set forth above, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated, students may complete the Program at any National University campus or center.

## **ARTICLE** **INDEMNIFICATION**

7.1 Each party shall indemnify and hold harmless the other party and its affiliates, agents, employees and representatives from and against any and all liabilities, loss, costs, damages, or expenses, including attorney's fees, which it or either of them may hereafter incur, suffer, or shall be required to pay by reason of: (i) any grossly negligent or intentional misrepresentation made by a party; or (ii) the breach of any binding covenant or condition in this MOU.

Recipients: All notices or other communications given under this MOU shall be in writing, addressed to the following:

If to National University, to:

Name: Randy C. Frisch, Vice Chancellor, Business and Admissions Operations  
Phone: 858-642-8593  
Fax: 858-642-8711  
Email: [rfrisch@nu.edu](mailto:rfrisch@nu.edu)

If to Defense Acquisition University, to:  
Name: Wayne E. Glass, Program Director, Strategic Partnerships  
Phone: 703-805-4480  
Fax: 703-805-5909  
Email: [wayne.glass@dau.mil](mailto:wayne.glass@dau.mil)

Agreed:

Defense Acquisition University

By: James S. McMichael  
James S. McMichael  
Vice President  
Defense Acquisition University

Date: October 16, 2014

National University

By: Randy C. Frisch  
Randy C. Frisch  
Executive Vice President for Business and  
Regional Operations  
National University

Date: October 16, 2014