

# MEMORANDUM OF UNDERSTANDING BETWEEN DEFENSE ACQUISITION UNIVERSITY (DAU) AND

## Regent University

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### 1. Purpose

a. This Memorandum of Understanding (MOU) establishes the intent of the Defense Acquisition University ("DAU") and Regent University (or the "Educator") to enter into a cooperative relationship for the purpose of the Educator accepting certain DAU course completions and/or specific Defense Acquisition Workforce Improvement Act (DAWIA) acquisition career field or path certifications towards the Educator's degree and/or certificate program(s). Each of DAU and Regent University may be referred to individually as "Party" or collectively as "the Parties."

b. This MOU may support and amplify other cooperative agreements that DAU has entered into with the Educator through the DAU Equivalency Program or Strategic Partnership Program. It is not intended to replace any such agreement nor is this or other partnership agreements a mandatory preexisting condition for any other partnership agreement.

### 2. Facilitating Cooperation

a. DAU and Educator mutually agree to:

(1) Identify a single point of contact within each institution for coordinating the Educator's review of DAU coursework and/or DAWIA career field or path certifications as may be required.

(2) Provide a depiction of their logos and approved text to the other Party and authorize the other Party to use such logo and text for promotional purposes in furtherance of this MOU and the DAU Education Advancement Program provided that the material associated with each such use has been previously approved in writing by that Party. No other use is permitted or authorized without prior written consent.

b. DAU shall:

(1) Make readily available, upon request of the Educator, DAU course/student material for review for the purpose of determining applicability to the Educator's degree and/or certificate programs. This does not include:

- Instructor personal notes
- Student examination/assessments instruments
- Material that is proprietary to a third party and used by DAU with permission when the material can be reasonably excluded or extracted without substantively impacting the lesson flow.

(2) Provide contact information of DAU personnel responsible for the development and maintenance of approved DAU course(s).

(3) Provide notice each November listing changes in available DAU courses. This includes DAU courses that have been retired; new deployments and current American Council on Education (ACE) recommended college credits.

(4) Provide notice each November listing changes in DAWIA career field and path certifications.

(5) At a minimum, list the Educator on the DAU website as an Educational Partner and provide a link to the Educators website.

(6) Make the MOU viewable on DAU's external website once the Educator provides DAU with its "Transfer Credits" addendum.

c. The Educator shall:

(1) Provide DAU a listing of "Transfer Credits" (DAU courses and/or specific DAWIA acquisition career field or path certifications that may be applied towards the Educator's specified degree and/or certificate programs) within 90 days after execution of this MOU. If this listing is not provided within the 90 days, this MOU will automatically terminate.

(a) The "Transfer Credits" listing will be approved by appropriate authority within the Educator's organizational structure.

(b) The Educator may update the "Transfer Credits" listing at their discretion by providing DAU with an updated listing and effective date. DAU recommends updating or validating the listing with DAU at least annually during June of each year.

(2) Deploy a landing page that supports the DAU Education Advancement Program and deliver to DAU a URL for posting on the DAU website. This page will include instructions for prospective students on documentation required to apply for acceptance of credit.

(3) Respond to DAU Partnership's annual data call regarding applicable student enrollment and transfer credits.

d. The Student, and not DAU, shall be responsible for payment of tuition, fees and any other costs related to enrollment in Educator's programs and the cost, if any, associated with "Transfer Credits".

### **3. Applicability, Review, and Effective Date**

a. **Applicability.** This MOU applies to both parties and shall apply to any and all of their respective employees, agents, and consultants involved in course design, maintenance, documentation, and delivery as well as evaluation of course material and students. Nothing in this MOU shall take precedence or negate in any way the policy, directives, and procedures of the respective signatory. Conflicts between this document and any other guidance shall be referred to the respective point of contact for resolution. If a satisfactory resolution cannot be achieved at this level, the responsible points of contact shall refer the matter to the signatories of this MOU through their respective channels.

b. **Review.** The parties will consult together on an annual basis to consider whether this MOU remains beneficial to both parties, and to consider any modifications or updates that should be made to maximize the

effectiveness of the parties' cooperative relationship. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

c. **Effective Date.** This MOU is effective upon the acceptance of both parties as indicated by the signatures below and shall continue in force for five (5) years after which it may be renewed in writing.

#### 4. Voluntary Character of Relationship

Each Party acknowledges that its participation in this cooperative arrangement is voluntary and imposes no obligation to expend money or other resources beyond the simple administrative actions outlined in this Memorandum. Each party furthermore 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 or obligation to the other party. The relationship of the Parties under this MOU and any resulting written agreements shall be that of independent contractors, and neither Party shall be deemed, nor shall hold itself out as being, a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts, statements or representations of the other.

#### 5. Termination

Either party, without cause, may terminate this MOU by providing a 90-day written notice to the other party.

a. Upon notice of termination, both parties will update their respective websites within 30 calendar days of the notice highlighting the termination date.

b. The Educator agrees to accept validated transfer credits presented to the Educator by a student through the close of business on the termination date.

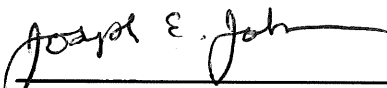
#### 6. Points of Contact

DAU: Strategic Partnership Office

703-805-5134/2777/4094

Educator: Office of Military and Veterans Affairs

757.352.4757



Joseph E. Johnson  
Chief of Staff  
Defense Acquisition University

1/21/2020  
Date

  
Gerson Moreno-Riaño, Ph.D.

January 17, 2020  
Date

Executive Vice President, Academic Affairs

Position or Title of Person Signing

MOU between DAU and Regent University  
Date of Educator Acceptance: January 17, 2020