DEFENSE ACQUISITION UNIVERSITY
Midwest Region
3100 Research Boulevard, POD 3
Kettering OH 45420-4022

MEMORANDUM FOR MS KAREN A. PICA

SUBJECT: Memorandum of Understanding

Attached is the Memorandum of Understanding (MOU) between the Federal Acquisition Institute, Defense Acquisition University and Park University that needs your signature. Would you please sign the MOU, make a copy for your agency and forward the originals back to me at the following address:

DAU Midwest Region
ATTN: Mr. Carl D. Hayden
3100 Research Blvd POD 3
Kettering OH 45420-4022

Thank you for your participation.

for CARL D. HAYDEN
Associate Dean

Federal Acquisition Institute – Defense Acquisition University – Park University
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective the date ("Effective Date") it is executed on behalf of the last party to execute it by Defense Acquisition University ("DAU"), an agency of the Department of Defense of the United States of America located at 9820 Belvoir Road, Fort Belvoir, Virginia 22060-5565; the Federal Acquisition Institute (FAI), an agency of the United States General Services Administration, an agency of the United States of America, 9820 Belvoir Road, *Building 291*, Fort Belvoir, VA 22060-5565; and Park University, ("Park"), a Missouri nonprofit corporation, 8700 NW River Park Drive, Parkville, MO 64152.

RECITALS

A. Federal Acquisition Institute (FAI) has worked for more than *three* decades to foster and promote government-wide career management programs for a professional acquisition workforce.

B. Defense Acquisition University (DAU) supports the FAI through the development and delivery of *training* services to federal agencies.

C. Park is an educational institution accredited by the Higher Learning Commission of North Central Colleges and Schools ("HLC") that delivers a significant number of university level courses via Online and face-to-face delivery methods for which Park grants university credit.

D. PARK University may explore the development of degree-oriented courses and certificate courses that focus on certain purchasing and contracting topics to support the DAU and FAI goals in attracting, developing and retaining a high caliber acquisition workforce.

E. The parties have entered into this MOU to outline the course of action they intend to undertake together between the Effective Date and _____, ("Initial Term").

AGREEMENT

1. Park may establish the programs contemplated by this MOU. These courses may that meet the educational needs of Employees of the United States of America ("Federal Employees").

2. Availibility of Park Courses. On and after the Effective Date, Federal Employees may enroll in courses ("Park Courses") offered by Park and receive the added benefit of transfer of DAU *or FAI* course credits that have been certified by the American Council on Education (ACE) toward Park University degree or certificate programs. All Park Courses identified in the Park 2006-2007 Course Catalog that appear in Park's published course schedules will be

available to Federal Employees during the terms indicated. This includes all of Park's Online Courses as well as all Park Courses taught at any Park Campus Center. From time to time, Park may develop and offer Park Courses that meet the work position requirements of Federal employees. Examples include, Park Courses designed for contracting professionals or IT Project Management personnel.

3. Articulation. As part of the education planning process for each Federal Employee who becomes a Park Student, pursuant to this MOU, the Park Registrar will evaluate and award University credit to Federal Employees who have successfully completed FAI/DAU endorsed ~~education~~ *training* programs while employed by a federal agency that are approved by the Registrar. Such approved FAI/DAU related courses may be applied by the Federal Employee toward a Park undergraduate degree. Park will review all courses and training to which such Federal Employee seeks university credit as suggested by the American Council on Education (ACE). This proposal is intended to meet the educational requirements for individuals attaining the qualifications standards outlined in the DAU catalog, the *Office of Personnel Management* qualification standard for GS-1102s, and the contracting personnel with regard to achieving Defense Acquisition Workforce Improvement Act (DAWIA), Clinger-Cohen, and Services Acquisition Reform Act certification levels I, II, III as outlined by the Office of Management and Budget, Office of Federal Procurement Policy and the Department of Defense.

4. Evaluation of Additional FAI/DAU Training. Subject to the requirements and academic policies under which Park operates as an American institution of higher learning accredited by the HLC, Park will evaluate additional FAI/DAU training programs identified by FAI/DAU with the goal of providing the maximum benefits to Federal Employees who enroll in Park Courses pursuant to this MOU.

5. Transfer Sheet. Park will work with DAU and FAI to establish a course transfer sheet which will assist DAU and FAI students to determine transfer credit.

6. Services Provided to Park by DAU and FAI:

6.1 Distribution of Park Transfer Information. DAU and FAI will publicize the DAU/FAI/Park University partnership and corresponding education and training opportunities. Notify Park University in a timely manner of upcoming changes to professional certification requirements.

6.2 Distribution of MOU Information. Although DAU and FAI do not favor one university over another or officially endorse a particular program or university, DAU and FAI will place information about the benefits available to Federal Employees pursuant to this MOU on the DAU website to make the information regarding Park programs available as a resource to Federal Employees of the Department of Defense and civilian *agencies* who are seeking professional educational advancement. DAU will update information on it's website as changes occur.

7. Logo and Name Use. Park, DAU and FAI may use the other party's name or logo in published materials (e.g., website and catalog) to describe this MOU or to provide contact information/links to the others party. The content and text of all promotional information must be approved in advance by each party prior to release of that party's information.

8. Voluntary Participation. All efforts expended pursuant to the MOU will be voluntarily undertaken, and each party will bear the cost of its own efforts.

9. Termination. Each party may terminate this strategic partnership at anytime. Every effort should be made to give a minimum 60 day written notice of termination, if that action is deemed necessary. The articulation agreement embodied in this MOU when the interest of that party so dictates, subject to taking all reasonable efforts to ensure that existing Federal Employee students enrolled at Park pursuant to this MOU are not adversely impacted in the completion of their programs of study.

10. Extensions. No earlier than 60 days and no later than 45 days prior to the end of the Initial Term of this MOU that each party will identify a representative and those representatives will meet and confer in good faith regarding the extension of this Agreement for an additional one year term. This Agreement will terminate on the last day of the Initial Term if the parties have not agreed upon its extension, which extension must be evidenced by a written agreement.

11. Notice. All Notices required to be given under this MOU must be in writing, and will be deemed to have been properly given if:

11.1 U.S. Mail. Mailed through the U.S. Postal Service via certified mail, return receipt requested—in which case Notice will be deemed received on the date the U.S. Postal Service has notified the addressee that the certified letter has been received by the U.S. Postal Service and is available for pick-up; or

11.2 Hand Delivery. Hand delivered to the FAI/DAU by a Park employee, who provides written certification of the delivery, including date, time, place and to whom the Notice was delivered, which certification will include a receipt signed by the recipient if the recipient is willing to sign a written receipt, but if not, then the certificate of the delivering employee will be sufficient if it indicates that the recipient declined to sign the receipt; or

11.3 Electronic Delivery. Electronic or fax Notice provided that the parties have agreed in writing that the particular Notice may be sent by electronic or fax media, as the case may be.

11.4 Notice to Park. If the Notice is to be given to Park, it will be sufficient if given to the officer of Park and at the address shown below:

Park University
Attn: Vice President for Finance and Administration

The Office of Finance and Administration, Box 25
8700 N.W. River Park Drive
Parkville, MO 64152

11.5 Notice to the FAI. If the Notice is to be given to FAI, it will be sufficient if given to the officer of FAI and at the address shown below:

The Federal Acquisition Institute
Attn: _Ms. Maria Hernandez_____
_____9820 Belvoir Road, Building 291____
_____Fort Belvoir, VA 98020_

11.6 Notice to DAU. If the Notice is to be given to DAU, it will be sufficient if given to the officer of DAU and at the address shown below:

The Defense Acquisition University
Attn:_____
_____
_____

11.7 Facsimile Signature. This MOU may be executed by facsimile signature which shall be deemed to be an original signature.

The parties have caused this MOU to be executed and to take effect on the Effective Date.

PARK UNIVERSITY, a Missouri nonprofit corporation

By: _____
Michael H. Droge, Provost and Senior Vice President for Academic Affairs

Date: 7/23/06

"Park"

THE FEDERAL ACQUISITION INSTITUTE, an agency of the United States General Services Administration, an agency of the United States of America

By: _____
Ms. Karen A. Pica
Director

Name Printed: Karen A. Pica
Title: Director
Date: 12 Sept 2006

"FAI"

DEFENSE ACQUISITION UNIVERSITY, an agency of the Department of Defense of the United

States of America

By: Travis L. Stewart
Travis L. Stewart, Dean
DAUMW Region
Name Printed: Travis L. Stewart
Title: Dean, Midwest Region
Date: 26 July 06

"DAU"