

**AGREEMENT
BETWEEN
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
AND
FEDERAL ACQUISITION INSTITUTE**

This Agreement (“Agreement”) is made as of this 29 day of March, 2016 (the “Effective Date”) by and between University of Maryland University College (“UMUC”) and Federal Acquisition Institute (“FAI”).

RECITALS

- A. FAI is a government institute that offers Federal Acquisition Certification (FAC) training through commercial training providers who have been determined to be "equivalent" in accordance with the Defense Acquisition University (DAU) equivalency program. FAI receives policy direction from the Administrator, Office of Federal Procurement Policy (OFPP), part of the Office of Management and Budget (OMB). FAI is charged with promoting the development of a professional federal acquisition workforce and supporting the heads of executive agencies in their efforts to manage and develop a professional acquisition workforce.
- B. The Federal Acquisition Certification for Program and Project Managers (FAC-P/PM) certifies program and project managers at three levels: Entry, Mid, and Senior, with specific education, training, and experience requirements at each level. Training that meets the requirements for FAC-P/PM certification are based on the FAC-P/PM competency model. Training is available from several sources, including industry training vendors, colleges and universities, and Federal training institutions and academies. Senior level FAC-P/PM certification of Federal project managers reflects completion of 80-120 hours of coursework to achieve senior-level and appropriate lower level competencies and four years of program or project management experience, which includes a minimum of one year of experience on federal programs and/or projects within the last ten years.
- C. UMUC is one of 11 degree-granting institutions of the University System of Maryland and is accredited by the Middle States Commission on Higher Education. UMUC offers graduate courses leading to a Master of Science in Management (“MSM”): Project Management Specialization (PMAN) or to a Master of Science in Information Technology (“MSIT”): Project Management Specialization (PMAN). MSM and MSIT together are hereinafter referred to as the “UMUC Programs.”
- D. The parties desire to facilitate the ability of FAI PM students who have achieved Senior Level Certification to enroll in the UMUC Programs and enter this Agreement to set out their understanding.

The parties agree as follows:

SECTION 1. UMUC Programs offered to FAI Program Management Students

1.1 Eligibility Requirements

- a. Subject to and in accordance with the terms and conditions of this Agreement, UMUC will facilitate the participation of FAI PM Students in UMUC Programs. For the purpose

of this Agreement, an “FAI PM Student” is an individual who is enrolled in UMUC Programs who satisfies the Eligibility Requirements (as defined below), or as the context may require, an individual who meets the Eligibility Requirements and is applying to UMUC Programs, has completed UMUC Programs as contemplated in this Agreement, and who has been awarded the MSM or MSIT degree or who ends participation in UMUC Programs prior thereto.

- b. Notwithstanding anything in this Agreement to the contrary, the “Eligibility Requirements” for UMUC Programs are those conditions set forth below:
 - i) The individual must have been awarded Senior Level FAC-P/PM Certification by a Federal approved organization/agency and have supporting documentation attesting to this fact.
 - ii) All coursework for the degree, including courses taken through FAI/DAU or FAI/DAU authorized providers, must be completed within a five-year window.

- c. In addition to those conditions set out in Section 1.1.b. above, the Eligibility Requirements for all FAI PM Students in respect to all UMUC Programs referenced in this Agreement are those conditions set forth below:
 - i) The individual must satisfy all criteria for admission to UMUC for the pursuit of the applicable UMUC Program as set forth in the UMUC catalog in effect at the time that individual first enrolls in the UMUC Program, and the individual must be admitted to UMUC for pursuit of that UMUC Program.
 - ii) The individual must have appropriate access to computer hardware, software and services to enable participation in and completion of the UMUC Program on-line (as offered by UMUC in the ordinary course of business).
 - iii) The individual shall identify him/herself as a potential Federal project management student as part of applying for admission to UMUC.
 - iv) The individual may switch his or her program to the MSM or MSIT to receive the transfer credits under this Agreement. Switching to a new program may result in the loss of credit.

1.2 Transfer Credit

- a. UMUC will apply nine (9) credits, earned by an FAI PM student, towards the completion of the MSM degree as set forth in Exhibit 1.2.a. UMUC will apply these credits only to students who have met the criteria stated in section 1.1 In addition to the transfer of credits, to complete the requirements for MSM, FAI PM Students must successfully complete those courses identified on Exhibit 1.2.a, or such other courses as UMUC may require for completion of MSM from time to time.

- b. UMUC will apply nine (9) credits, earned by an FAI PM student, towards the completion of the MSIT degree as set forth on Exhibit 1.2.b. UMUC will apply these credits only to students who have met the criteria stated in section 1.1 In addition to the transfer of credits, to complete the requirements for MSIT, FAI PM Students must successfully complete those courses identified on Exhibit 1.2.b, or such other courses as UMUC may require for completion of MSIT from time to time.

- c. FAI acknowledges that UMUC shall only accept a block of 9 credits for each FAI PM Student as transfer credits under this Agreement, toward either the MSIT or the MSM degree. UMUC shall not accept the transfer of credits for the partial completion of Senior Level Certification.

- d. Credits transferred to UMUC as contemplated in this Agreement may not be used by an FAI student to obtain a UMUC graduate certificate except if it meets current UMUC policy on transfer (<https://www.umuc.edu/policies/academicpolicies/aa21018.cfm>).
 - e. UMUC shall not accept any other transfer credits towards UMUC Programs other than those explicitly set forth in this Agreement.
- 1.3 Tuition and Fees – FAI PM Students shall be responsible to UMUC for all tuition and fees. FAI PM Students shall be charged the published tuition and fees in effect from time to time as determined by UMUC in the ordinary course of business.

SECTION 2 Administration of the FAI Programs and UMUC Programs

2.1 FAI Programs

- a. Notwithstanding anything in this Agreement to the contrary, FAI retains the right and authority to make changes in FAC-P/PM requirements for certification in its sole discretion.
- b. FAI shall give UMUC reasonable prior notice of the changes to FAC-P/PM requirements for certification from time to time as those changes are made so that UMUC shall have the opportunity to review the changes.
- c. In the event that there are material changes to any FAC-P/PM requirements for certification are modified to include or exclude any courses, or if there is a material changes in the requirements for awarding certification, UMUC shall have the right to amend, at its sole discretion, Eligibility Requirements.

2.2 UMUC Programs

- a. Notwithstanding anything in this Agreement to the contrary, UMUC retains the right and authority in its sole discretion to make changes in the UMUC courses and the UMUC Programs and the requirements for their respective completion.
- b. UMUC shall give FAI reasonable prior notice of the changes to the UMUC courses or UMUC Programs as those changes are made so that FAI shall have the opportunity to review the changes.

2.3 FAI PM Students applying to, enrolled in or having ended participation in the UMUC Programs shall be applicants to, students of, or former students of UMUC, subject to any and all laws, regulations, practices and policies applicable to their interactions with UMUC. FAI shall direct FAI PM Students to UMUC for response to or resolution of, questions on academic or administrative matters regarding the UMUC Programs and participation in them. In particular, applicants educated in countries other than the United States must have their official transcripts evaluated by an independent evaluation service to determine their education meets baccalaureate degree level and the student meets the required English language requirements for admissions.

2.4 Each party will assume the cost of its own administration of this Agreement. No exchange of funds between the parties is contemplated by this Agreement. Expenditures, if any, are subject to funds available and subject to the parties' respective fiscal guidelines.

- 2.5 Each party will designate an individual who will coordinate and manage the activities under this Agreement. Representatives from UMUC and FAI will meet on an annual basis, at a mutually agreeable time and location to discuss the programs 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.
- 2.6 UMUC will publicize this program in UMUC material as appropriate. UMUC representatives will brief FAI students as requested by FAI. FAI will publicize the UMUC Programs in FAI materials and will distribute materials to students and other individuals as appropriate. Any and all marketing, promotional or publications materials developed pursuant to this Agreement prepared or developed by one party must be reviewed and approved 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 mark may be under consideration.

SECTION 3 Term and Termination

- 3.1 The initial term of this Agreement shall commence as of the Effective Date and continue for a period of two (2) years. UMUC will discontinue the admission of new FAI PM Students, in accordance with Section 1.1 of this Agreement, at the conclusion of the Fall 2016 semester. Students who meet the Eligibility Requirements as described in Section 1.1 of this Agreement or who are currently participating as FAI PM Students as of Fall 2016, shall be permitted to continue their participation and completion of their degree subject to the terms of this Agreement.
- 3.2 Either party may terminate this Agreement by providing the other with sixty (60) days prior written notice. Following a notice of termination, the other party 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.
- 3.3 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 4 General Provisions

- 4.1 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 on Exhibit 4.1.
- 4.2 Neither party shall assign this Agreement or its interest therein or its rights or obligations thereunder without the prior written consent of the other.

- 4.3 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.
- 4.4 This Agreement may be amended, modified or changed only in writing and when signed by both parties.
- 4.5 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.
- 4.6 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.
- 4.7 Any exhibits or attachments referred to 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.
- 4.8 No delay or failure on the part of any party hereto in exercising any right under this Agreement shall impair any such right or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right shall preclude the further exercise of such right or the exercise of any other right
- 4.9 This Agreement shall be deemed to be made and performed in the State of Maryland and shall be construed and governed in accordance with the laws of the State of Maryland, excluding its conflict or choice of law rules.
- 4.10 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 hereto.

The parties, by their authorized representatives, sign below.

FEDERAL ACQUISITION INSTITUTE

By: Melissa Starinsky
 Melissa Starinsky
 Director
 Federal Acquisition Institute (FAI)

Date: 3/29/2016

UNIVERSITY OF MARYLAND
 UNIVERSITY COLLEGE

By: Marie Cini
 Marie Cini, PhD
 Provost and Senior Vice President for Academic Affairs
 University of Maryland University College

Date: 4/5/16

Exhibit 1.2.a
Requirements for MS in Management: Project Management Specialization

To earn UMUC's **MS in Management: Project Management Specialization**, FAI PM students must complete the following course requirements (36 credits):

1. Core Courses Required (12 credits)

Students must take the following four required core courses:

- MGMT 610 Organizational Theory (3)
- MGMT 615 Intercultural Communication and Leadership (3)
- MGMT 640 Financial Decision Making for Managers (3)
- MGMT 650 Statistics for Managerial Decision Making (3)

2. Project Management (PMAN) Specialization Courses Required (21 credits)

Students pursuing the project management specialization must complete the following seven required project management courses:

- PMAN 634 Foundations of Project Management (3)
- PMAN 635 Advanced Project Methods (3)
- PMAN 637 Project Risk Management (3)
- **PMAN 638 Project Communications Management* (3)**
- PMAN 639 Project Quality Management (3)
- **PMAN 641 Project Procurement Management* (3)**
- **PMAN 650 Financial and Strategic Management of Projects* (3)**

***The three (3) courses with asterisks at the end are the courses for which FAI Program Management students with FAC-P/PM Senior Level Certification will be given transfer credit.**

3. Capstone Course Required (3 credits)

Students must complete the following required capstone course:

- MGMT 670 Strategic Management Capstone (3)

Exhibit 1.2.b

Requirements for MS in Information Technology: Project Management Specialization

To earn UMUC's **MS in Information Technology: Project Management Specialization**, FAI PM students must complete the following course requirements (36 credits):

1. Core Courses (15 credits)

Students must take the following five required core courses:

- ITEC 610 Information Technology Foundations (3)
- ITEC 625 Computer Systems Architecture (3)
- ITEC 626 Information Systems Infrastructure (3)
- ITEC 630 Information Systems Analysis, Modeling, and Design (3)
- ITEC 640 Information Technology Project Management (3)

2. Project Management (PMAN) Specialization Courses Required (21 credits)

Students pursuing the project management specialization must complete the following seven required project management courses:

- PMAN 634 Foundations of Project Management (3)
- PMAN 635 Advanced Project Methods (3)
- PMAN 637 Project Risk Management (3)
- **PMAN 638 Project Communications Management* (3)**
- PMAN 639 Project Quality Management (3)
- **PMAN 641 Project Procurement Management* (3)**
- **PMAN 650 Financial and Strategic Management of Projects* (3)**

***The three (3) courses with asterisks at the end are the courses for which FAI Program Management students with FAC-P/PM Senior Level Certification will be given transfer credit.**

Exhibit 4.1
Notice Address

University of Maryland University College
3501 University Boulevard East
Adelphi, MD 20783
Attn: Janet Viselli
Sr. Director, Strategy and Solutions
Corporate Learning Solutions
Phone: 301-985-7020
E-mail: janet.viselli@umuc.edu

Federal Acquisition Institute (FAI)
9820 Belvoir Rd, Bldg. 270
Ft. Belvoir, VA. 22060
Attn: Dennis Hafer
Chief Learning Officer
Phone: (703) 805-4582
E-mail: dennis.hafer@fai.gov