

MEMORANDUM OF AGREEMENT

BETWEEN

**NATIONAL DEFENSE UNIVERSITY
DWIGHT D. EISENHOWER SCHOOL FOR NATIONAL SECURITY
AND RESOURCE STRATEGY**

AND

**[INSERT COMPANY NAME]
FOR THE ENROLLMENT OF**

**IN THE NDU PRIVATE SECTOR
FELLOWS PROGRAM**

This is a Memorandum of Agreement (MOA) between the National Defense University (NDU), an educational institution of the U.S. Department of Defense, and [INSERT COMPANY NAME] Hereafter referred to as “the Company.” When referred to collectively, the NDU and the Company are referred to as the “Parties.”

I. BACKGROUND. As the nation’s premier joint military education institution, NDU conducts engagement programs across every continent and serves as the primary research and policy development institution for the Department of Defense. The NDU Dwight D. Eisenhower School for National Security and Resource Strategy (ES) prepares selected military and civilians for strategic leadership and success in developing our national security strategy and in evaluating, marshalling, and managing resources in the execution of that strategy.

II. AUTHORITIES. NDU enters this MOA in accordance with 10 U.S. Code § 2167. Acquisition instruments governed by the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation do not apply to this MOA or the services the Parties provide or receive herein.

III. PURPOSE. This MOA includes provisions for exercising the enrollment of a selected Company employee to receive academic instruction in the Private Sector Fellows Program at the NDU ES in accordance with 10 U.S. Code § 2167. This MOA applies only to the selection of [INSERT STUDENT NAME], who has been admitted to NDU to attend as a Private Sector Fellow at the NDU ES beginning in the Fall semester of Academic Year (AY) 2023–2024.

IV. RESPONSIBILITIES OF THE PARTIES.

- a. The Company is Responsible for-
 - (1) Maintaining eligibility to participate in the Private Sector Fellows Program.

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(2) Ensuring that the Company student remains continuously employed by the Company for the entire period of instruction at NDU.

(3) Ensuring that the selected employee meets the academic qualifications for the NDU courses and programs in which they seek to enroll.

(4) While receiving instruction at the NDU, the Private Sector Fellow enrolled under this MOA, to the extent practicable, is subject to the same regulations governing academic performance, attendance, norms of behavior, and enrollment as apply to U.S. Government civilian employees receiving instruction at the NDU.

(5) Timely compliance with NDU's tuition billing and payment terms and conditions herein.

(6) Ensuring the selected employee has a valid U.S. Government passport with an valid expiration date no less than 6 months after end of Spring semester.

b. The NDU is Responsible for—

(1) Determining tuition and resource allocation criteria, admissions criteria, and admissions decisions for Private Sector Fellows Program.

(2) Determining and administering academic curricula, in which the Private Sector Fellow will enroll, that are concentrated on national security issues, are not available elsewhere, and are determined solely by the need of the U.S. Department of Defense. NDU retains sole jurisdiction as to the Professional Military Education (PME) course content, curriculum and instructional systems methodologies. NDU Vice President for Academic Affairs retains full responsibility for its programs, including all PME courses attended by Private Sector Fellow Program participants.

(3) Providing academic instruction to the selected Private Sector Fellow commensurate with that provided to other students in similar NDU academic programs.

(4) Providing to the Private Sector Fellow all instructional tools, facilities and academic resources necessary to accomplish assigned coursework and commensurate with that provided to other student in similar NDU academic programs.

(5) Upon the Private Sector Fellow's successful completion of NDU ES certificate programs, providing documentation of completion to the Private Sector Fellow and to the Company.

(6) Upon the Private Sector Fellow's successful completion of NDU ES graduate degree programs, providing documentation of a Master of Science degree to the Private Sector Fellow and to the Company.

(7) NDU academic requirements expressed in this MOA are based on projected student requirements related to AY 2023-2024 and NDU retains the right to change academic requirements over the duration of this agreement.

V. ACCREDITATION AND PROGRAMS.

a. NDU is accredited by Middle States Commission on Higher Education, 3624 Market Street, Philadelphia, PA 19104, (267) 284-5000, www.msche.org. The Middle States Commission on Higher Education is an institutional accrediting agency recognized by the U.S. Secretary of Education and the Council for Higher Education Accreditation.

b. NDU's Joint Professional Military Education (JPME) programs are accredited by the Chairman, Joint Chiefs of Staff Process for Accreditation of Joint Education (PAJE).

c. NDU ES Degree and Certificates:

Master of Science, National Resource Strategy, JPME
Fall and Spring Semester (10 months); 33 credits

d. The master's degree requirements stated above are valid for a period of seven (7) years, measured from the start of the Fall of Academic Year 2023-2024. All degree requirements must be completed by that time to earn the degree.

e. All credits earned at NDU will be reflected on the named student's transcript. NDU credits may be transferred to other institutions, subject to the accepting institution's transfer credit policy.

VI. FINANCIAL DETAILS.

a. This MOA documents the obligation of funds between the Parties. Program fees cover the NDU faculty and staff support, student supplies and consumables, and course-directed travel for the Private Sector Fellow identified herein.

b. Academic Year 2023–2024 Program Costs:

10-month Master of Science, National Resource Strategy: \$28,000

c. NDU financial resource requirements expressed in this MOA are based on projected tuition rates for AY 2023-2024. NDU retains to the right to change resource requirements over

the duration of this agreement. Any such tuition changes will be made in accordance with the referenced authorities, approved by the NDU President, and communicated to the Company.

d. NDU will not be responsible for any firm-directed travel, including the Company employee's travel to and from the company's location to the NDU campus in Washington, D.C. and the employee's related housing, per diem, and local transportation costs incurred while attending NDU.

e. Payment for 10-month program is due **15 November 2023**. Send payment made to 'National Defense University' to:

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National Defense University, Budget Officer
Industry Fellow Program
300 5th Ave, Bldg 62 Room 210
Washington, DC 20319-6000

VII. NDU POINTS OF CONTACT.

- a. CAPT Sally Wilbur
Acting Dean of Administration, NDU Eisenhower School
sally.l.wilbur.mil@ndu.edu
- b. Larry Johnson
Registrar, NDU
johnsonl@ndu.edu, 202-685-0067
- c. Barbara J. Gilchrist
Chief Financial Officer
Budget Officer, NDU Resource Management Directorate
Barbara.J.Gilchrist.Civ@ndu.edu, 202-685-7216

VIII. PERSONNEL RESTRICTIONS.

a. The Company employee, while attending NDU as a Private Sector Fellow may not participate in policy-making decisions, supervision of paid U.S. Government civilian or military personnel, or performance of inherently governmental functions, such as determining entitlements to benefits, authorizing expenditures of Government funds, or deciding rights and responsibilities of any party under Government requirements.

b. The Company employee, while attending NDU as a Private Sector Fellow shall not be considered an employee or volunteer of the Federal Government.

c. Confidentiality.

(1) NDU and its employees, agents, or representatives will not knowingly, without the permission of the Company, at any time or in any manner, either directly or indirectly, use for personal benefit, divulge, disclose, or communicate in any manner, any information that is proprietary to the Company and its employee, members, or agents.

(2) All confidential or proprietary materials furnished by one party to the other party will be appropriate and conspicuously marked before their transmission. In the event that the parties intend to provide confidential information to one another, the Parties will execute a separate mutually agreeable nondisclosure agreement.

d. Solicitation.

(1) The Company and its employees, agents, or representatives in its relationship with NDU will not knowingly at any time or in any manner, either directly or indirectly, attempt to influence any military or government civilian employee to influence personnel, acquisition, or other policy-related decision for personal or the firm's benefit.

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(2) The Company employee, while attending NDU as a Private Sector, may not directly or indirectly attempt to solicit the Company products, services, business development initiatives, or other business interests to other NDU students, faculty, staff, or other representatives.

(3) The solicitation limitations above do not forbid the student from providing information about the Company, from an academic perspective, that would add to the better understanding of the contributions the Company provides to furthering national security.

e. Intellectual Property.

(1) Data rights in all materials created by the Company student in conjunction with his/her coursework at NDU shall belong to the United States.

(2) The Company waives any right to claim any data or intellectual property rights in the materials created by its employee while attending NDU.

f. Security.

(1) During his/her coursework, the Company student may have opportunities for access to classified materials, information or facilities.

(2) The Company will coordinate with the NDU Security Office to ensure any relevant clearances are certified prior to the student commencing any classified activities at NDU. The NDU is not responsible for the provision of a security clearance.

(3) NDU Security Office will validate that a National Agency Check with Inquiries (NACI) has been initiated prior to the Company student arriving at NDU.

(4) The Company student's access to NDU information systems and any applicable issuance of Common Access Card (CAC) is contingent upon favorable NACI validation.

IX. TERMINATION.

a. Either party may terminate this MOA by giving 60 calendar days written notice to the other party. Notice of termination prior to expiration must be in writing and signed by the approving officials, their successors, or designees.

b. If this MOA is terminated, any implementing course enrollment or ongoing course instruction for the student will also be terminated. Upon termination, NDU shall collect and retain all costs attributable to Private Sector Fellow student and cease provision of further course instruction to the student per the terms of the termination.

c. The performance of this MOA is also subject to termination without liability upon the occurrence of circumstances beyond the control of either party, including *force majeure*, acts of war and terrorism, lapse of appropriations or lack of appropriated funding, or changes to operational requirements to the extent that it becomes impossible for NDU to provide instructional services or to make use of NDU facilities. The ability to terminate this MOA without liability pursuant to this paragraph is conditioned upon the delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in

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no event longer than ten (10) days after a party discovers such basis.

X. TRANSFERABILITY. This MOA is not transferable to any other party or to another Company employee or affiliate. The named Private Sector Fellow student, who successfully completes courses, earns completion certificates, and or fulfills graduate degree requirements, shall personally retain all credits, certificates, and degrees that NDU grants in the student's name.

XI. AGREEMENT DURATION. This MOA takes effect beginning on the day after the last Party signs. This MOA expires on 30 September 2025.

XII. AGREED.

For the National Defense University

For [INSERT COMPANY NAME]

Kathryn L. Kolbe
Chief Operating Officer
National Defense University

[Authorizing Name Here] **Date**
[Title Here]