



DEPARTMENT OF THE NAVY
NAVAL POSTGRADUATE SCHOOL
1 UNIVERSITY CIR
MONTEREY, CA 93943-5000

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AUG 01 2022

MEMORANDUM OF AGREEMENT
BETWEEN
THE NAVAL POSTGRADUATE SCHOOL
AND
THE DEFENSE ACQUISITION UNIVERSITY

Subj: INTEGRATION OF DEFENSE ACQUISITION UNIVERSITY TRAINING COURSES
INTO THE NAVAL POSTGRADUATE SCHOOL GRADUATE-LEVEL
EDUCATION COURSES AND CURRICULA

Ref: (a) DoD Instruction 4000.19 of 16 December 2020
(b) 10 U.S.C. §1746
(c) 5 U.S.C. § 41
(d) 10 U.S.C. §855
(e) SECNAVINST 1524.2D
(f) OPNAVINST 5450.210E
(g) Anti-Deficiency Act, Section 1341 of Title 31, United States Code

This is a Memorandum of Agreement (MOA) between the Naval Postgraduate School (NPS) and the Defense Acquisition University (DAU). When referred to collectively, the NPS and the DAU are referred to as the "Parties." This agreement can be referred to by this MOA number: MOA-NPS-22-004

1. Background. DAU's mission is to provide a global learning environment to develop qualified acquisition, requirements, and contingency professionals who deliver and sustain effective and affordable warfighting capabilities. NPS provides graduate degrees in the Acquisition Sciences with a broad range of concentrations to include program management, contracting, systems engineering, financial management, test and evaluation, and lifecycle logistics management. NPS and DAU have a long-lasting, mutually supporting relationship supporting the education and training of uniformed service members and government civilians in the acquisition workforce.

2. Authorities and References. This no-cost MOA is established under guidance of reference (a). Underlying authority for the activities envisioned in this agreement stem from references (b) through (d), as interpreted by reference (e) and (f).

3. Purpose and Scope. The purpose of this MOA is to establish an agreement between NPS and DAU to integrate DAU training courses into NPS graduate-level education courses and curricula as appropriate.

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4. Responsibilities of The Parties

a. NPS will

(1) Designate a primary point of contact (POC) to DAU to maintain communications and transparency, set-up annual reviews with DAU, and distribute information to NPS degree program academic associates and course coordinators in order to update NPS courses appropriately.

(2) As appropriate, update NPS courses in graduate degrees to integrate DAU training courses that are available asynchronously online to NPS students.

(3) For DAU courses that are synchronously instructor-led, coordinate with DAU scheduling to offer DAU training for qualified NPS students at specific times throughout the academic year.

(4) With proof of Defense Acquisition Workforce Improvement Act certification documentation and DAU transcripts, consider the NPS course validation requests of NPS students and document NPS student transcripts appropriately.

b. DAU will

(1) Designate a primary POC to NPS to maintain communications and transparency about DAU course changes.

(2) Support NPS students taking online DAU training and NPS instructor-led DAU training, and document course credit in the DAU student transcript.

(3) Work with the NPS POC in an effort to coordinate the scheduling of certain DAU courses with the NPS academic calendar.

5. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Under this MOA, the parties may not provide support for one another that requires reimbursement. Any reimbursable support that flows from the parties' intended relationship must be documented in one or more separate, reimbursable agreements.

6. General Provisions

a. POC. The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

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(1) For NPS

(a) Technical POC: Dr. Robert Mortlock, 831-656-2672, rfmortlo@nps.edu.

(b) Administrative POC: Ms. Deborah Buettner, 831-656-7893, dbuettne@nps.edu.

(2) For DAU

(a) Technical POC: Dr. Hank DeVries, (619)591-9882, hank.devries@dau.edu.

(b) Administrative POC: Mr. N.L Allen, (619) 591-9710, nl.allen@dau.edu.

b. Correspondence. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, or as may from time to time otherwise directed by the Parties.

(1) NPS

Ms. Deborah Buettner
Research and Sponsored Programs Office
Naval Postgraduate School
699 Dyer Road, HA 226
Monterey, CA 93943

(2) DAU

Mr. N.L. Allen
Defense Acquisition University
33000 Nixie Way, Bldg 50, Suite 352,
San Diego, CA 92147

c. Review of Agreement. This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

d. Modification of Agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

e. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or per reference (a).

f. Termination Of Agreement. This MOA may be terminated by either Party by giving at least 180 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

g. Transferability. This MOA is not transferable except with the written consent of the Parties.

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h. Entire Agreement. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

i. Effective Date. This MOA takes effect beginning on the day after the last Party signs.

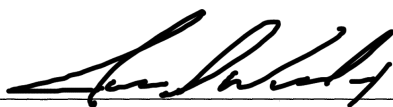
j. Expiration Date. This MOA expires three years from the effective date of the agreement unless sooner terminated

k. No Third Party Beneficiaries. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

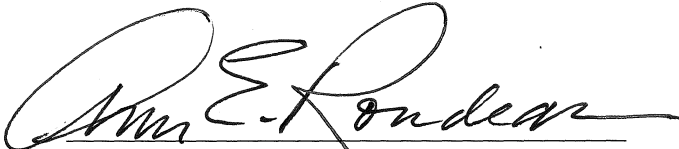
l. Severability. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition will be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA will continue in full force and effect. The Parties will endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

m. Other Federal Agencies. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. Financial Details. This MOA does not document the obligation of funds or provide for reimbursement or reimbursable support between the Parties. Any obligation of funds in support of the relationship contemplated in this MOA would be accomplished using a separate reimbursable agreement and funding document, subject to the Economy Act or another transactional authority and subject to the availability of appropriated funds. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of reference (g).



JAMES WOOLSEY
President
Defense Acquisition University



ANN E. RONDEAU, Ed.D
Vice Admiral, U.S. Navy (Ret.)
President, Naval Postgraduate School