

AGREEMENT  
BETWEEN  
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

AND

THE JOINT FORCES STAFF COLLEGE OF THE NATIONAL DEFENSE UNIVERSITY

This Agreement is made as of this 15th day of July 2002 (the "Effective Date"), by and between the University of Maryland University College ("UMUC") and the Joint Forces Staff College ("JFSC").

RECITALS

The JFSC desires to encourage the completion of certain graduate level courses and degree programs by both the JFSC students of the Joint and Combined Staff Officer School ("JCSOS") and the Joint and Combined Warfighting School ("JCWS") (collectively referred hereinafter as "JFSC Students" or "Program Participants").

UMUC is a regionally accredited public institution of higher learning providing academic courses and programs in Maryland and through distance delivery that include graduate programs relevant for JFSC students.

In accordance with the terms and conditions of this Agreement, UMUC will make available to JFSC Students a Master of Science in Management degree with a specialty track in Joint Military Strategy, Planning, and Decision Making and will accept certain transfer credits towards this degree from those JFSC Students who are admitted to the MSM degree and who successfully complete the JCSOS or JCWS programs.

Now therefore, for good and valuable consideration, the parties agree as follows:

SECTION 1 Program Description

1.1 Subject to the terms and conditions of this Agreement, UMUC will make available to JFSC Students a Master of Science in Management degree with a specialty track in Joint Military Strategy, Planning, and Decision Making (the "MS in Management Degree"), as further described on Exhibit 1.1. The parties acknowledge and agree that in all respects the MS in Management Degree is a UMUC degree program to which all policies and practices of UMUC apply.

1.2 For those JFSC students who have successfully completed either the JCSOS program or the JCWS program and who are admitted into the program, UMUC agrees to accept as a transfer credit equivalent to 15 credits required for the MS in Management Degree, the following credits: i) 15 JCSOS credits or 16 JCWS, as further described on Exhibit A. (the credits accepted from JCSOS or JCWS are collectively referred to as the "Transferred Credits").

1.3 The Transferred Credits will be accepted only as a block equivalent to 15 credits . UMUC shall not accept the transfer of partial credit, (i.e., less than 15 for the JCSOS program or less than 16 for the JCWS program). Since 15 credits exceeds the normal credit transfer limits, students will not be allowed to transfer in credits from other graduate schools.

1.4 In addition to the Transferred Credits, Program Participants who wish to pursue the MS in Management Degree must select and complete 18 core credits and 6 end-of-program credits as set forth on Exhibit A. It is agreed that all requirements established for the completion of the degree program must be fulfilled within seven (7) consecutive years, beginning at the date the first course is completed at either UMUC or the JFSC.

1.5 Subject to, and in accordance with, UMUC applicable policies and procedures and requirements, Program Participants who complete a MS in Management Degree will have the option of pursuing a UMUC's Master of Business Administration ("MBA") degree by completing the following additional coursework: AMBA 604, AMBA 606 and either AMBA 603 or AMBA 605. JFSC Students who wish to pursue this option should confer, and develop a study plan with a faculty advisor at the earliest opportunity.

## SECTION 2. Program Coordination and Publicity

2.1 Each party will designate an individual who will coordinate and manage the activities under this Agreement. Representatives from UMUC and JFSC will meet on an annual basis, at a mutually agreeable time and location to discuss this the program 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.

2.2 UMUC will publicize this program in UMUC material and will distribute materials to JFSC Students, the JFSC administration and other individuals/organizations, as appropriate. JFSC will publicize the Program in JFSC materials and will distribute materials to students and other individuals/organizations, 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 in writing 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 likeness may be under consideration.

SECTION 3. Participants/Financial Obligations

3.1 This Agreement is applicable only to JFSC Students who complete either the JCSOS or the JCWS programs. JFSC Students must apply to the MS Management Degree program and meet the applicable UMUC admission criteria in effect at the time of application. Admission of JFSC Students shall be i) in accordance with UMUC's current admission policies and procedures applicable to any student seeking graduate admission to UMUC and ii) in accordance with applicable law.

3.2 JFSC Students who enrolled with UMUC pursuant to this Agreement shall be students of UMUC, subject to any and all laws, regulations, practices and polices applicable to UMUC students. Program Participants enrolled pursuant to this Agreement should be directed to refer questions on academic or administrative matters to UMUC's graduate advising staff.

3.3 Program Participants are responsible for tuition and fees. For the purpose of this Agreement, active duty military JFSC Students are eligible for Maryland in-state graduate tuition at the current prevailing rates. Civilian JFSC Students will pay the in-state or out-of-state graduate tuition rates depending on their residency status. The rates for the MBA will be at the prevailing tuition as published in the applicable fee schedule.

3.4 UMUC and JFSC will assume the cost of its own administration of this Agreement. No exchange of funds between the parties is contemplated by this Agreement. Expenditures are subject to funds available and subject to the parties' fiscal guidelines.

SECTION 4. Change in Programs.

4.1 Notwithstanding anything in this Agreement to the contrary, UMUC and JFSC shall retain the right and authority to make changes in their respective courses, programs and credential requirements they each may determine to be in their respective best interest.

4.2 The parties shall give reasonable notice of changes to their respective courses, programs, and credential requirements that may materially affect the agreement, affording both parties and the students in the program reasonable time to review the changes and to make a determination of the effect on this agreement.

SECTION 5. Term and Termination

5.1 The term of this Agreement shall commence as of the date first written above ("Effective Date") and continue in for an initial period of one (1) year. The Agreement shall automatically be renewed for successive one (1) year periods, unless or until terminated as set forth herein.

5.2 Either party may terminate this Agreement by providing the other with sixty (60) days prior written notice. Following a notice of termination, the other 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.

5.3 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 6. General Provisions

6.1 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 JFSC respectively on Exhibit B.

6.2 Neither party shall assign this Agreement or its interest therein or its rights or obligations thereunder without the prior written consent of the other.

6.3 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.

6.4 This Agreement may be amended, modified or changed only in writing and when signed by both parties.

6.5 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.

6.6 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.

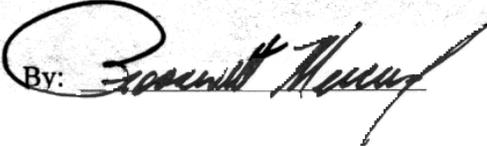
6.7 Any exhibits or attachments referenced in this Agreement, whether or not physically attached hereto are incorporated into and made part of this Agreement. The definitions ascribed in the introductory provisions and Recitals of this Agreement are made part of this Agreement.

6.8 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.

6.9 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.

In witness whereof, the parties, by their authorized representatives, sign below.

THE JOINT FORCES STAFF COLLEGE

By: 

Roosevelt Mercer, Jr.  
Brigadier General, U.S. Air Force  
Commandant

Date: \_\_\_\_\_

UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE

By: 

Nicholas Allen  
Provost and Chief Academic Officer

Date: 8/23/02

## EXHIBIT A

### Master of Science in Management – Joint Military Strategy, Planning and Decision Making (JFSC) Track (39 total credits)

#### **Core Courses (18 credits)**

ADMN 601 The Manager in a Technological Society  
ADMN 625 Organizational Communication  
ADMN 630 Financial Decision Making for Managers **or**  
ADMN 631 Financial Management in Organizations  
ADMN 635 Organizational Leadership  
ADMN 638 Research Methods for Managers  
ADMN 651 Strategic Management

Note: Student has choice of either ADMN 630 or ADMN 631

#### **Joint Military Strategy, Planning, and Decision Making Track (15 credits)**

##### **JCSOS:**

JCSOS 1S20 International Relations: Concepts of Military Strategy (3 credits)  
JCSOS 1S30 Organizational Planning: Operational Art of Campaigning  
(3 credits)  
JCSOS 1S40 Operational Analysis and Management: Deliberate and Crisis  
Action Planning Systems (3 credits)  
JCSOS 1S50 Computer Assisted Simulation Logistics Planning Management  
(3 credits)  
JCSOS 1S60 Crisis Mitigation (2 credits)  
JCSOS Elective Regional Study (1 credit)

**Or**

##### **JCWS**

JCWS 2S10 Directed Research (2 credits)  
JCWS 2S20 National Security Studies (3 credits)  
JCWS 2S30 Organizational Planning: Operational Art of Campaigning  
(3 credits)  
JCWS 2S40 Operational Analysis and Management: Deliberate and Crisis  
Action Planning Systems (3 credits)  
JCWS 2S40.1 Emergency Management Response (2 credits)  
JCWS 2S50 Computer Assisted Simulation Logistics Planning Management  
(3 credits)

**End of Program Options (6 credits)**

Approved Elective

Interdisciplinary/Breadth Course

ECOM 670	Legal, Social and Ethical Issues in Electronic Commerce
IMAN 601	Managing in a Competitive International Environment
IMAN 625	International Trade and Trade Policy
IMAN 630	International Financial Management
IMAN 635	The Public Sector in International Commerce
IMAN 640	International Marketing Management
IMAN 645	The International Legal and Tax Environment
IMAN 661	Area Studies: Business Strategies for Europe
TMAN 632	Management of Productivity and Quality in Technological Operations
TMAN 640	Project Management

**EXHIBIT B**  
**NOTICE**

University of Maryland University College  
3501 University Boulevard East  
Adelphi, Maryland 20783  
Attn: James B. Cronin  
Director, DOD Program Management

Joint Forces Staff College  
7800 Hampton Road  
Norfolk, VA 23511  
Attn: Lt. Col. Randy L. Bliss



REPLY TO  
ATTENTION OF

**NATIONAL DEFENSE UNIVERSITY**  
JOINT FORCES STAFF COLLEGE  
NORFOLK, VA 23511-1702

13 August 2002

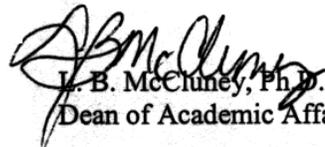
Nicholas Allen  
Provost & Chief Academic Officer  
University of Maryland University College  
3501 University Boulevard East  
Adelphi, Maryland 20783

Dear Dr. Allen:

We are delighted that we have established a partnership with your institution. Enclosed you will find two copies of our final MOU. Please sign both copies and return one for our records.

As agreed we have scheduled an official signing ceremony for September 10 at 9:00 am. If you have any questions, please feel free to contact me at (757) 443-6185. We look forward to seeing you soon!

Sincerely,

  
J. B. McCluney, Ph.D.  
Dean of Academic Affairs