



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
H. Martin Lancaster, President

MEMORANDUM

TO: Presidents

FROM: Brenda H. Rogers
Vice President for Administration

DATE: October 6, 2000

SUBJECT: Army University Access Online Initiative

Many of you have chosen to align your colleges with one or more of the technology companies that are preparing proposals in response to the Army University Access Online RFP. The due date of October 20 for the proposals is approaching, and the companies are under much pressure to compile all of the information to complete their proposals. Therefore, our responsiveness to their requests is critical.

I am attaching the table with the estimated costs that I have sent to both CSC and EDS for our System. I suggest that we be consistent in the estimated costs. I am using an annual increase of 2 percent to estimate tuition and an annual increase of 5.7 percent to estimate materials/fees. I also added a \$10 admission/matriculation fee to cover placement tests or any other fees that colleges may require.

Some of our colleges may have already completed the letter of agreement and sent it to EDS. **However, if you have not, I am attaching the agreement. EDS needs each college to sign and return the agreement as soon as possible.** According to Dr. Camille Fareri at EDS, the signed agreement from each of our college presidents is the critical information needed for our colleges to be listed as educational partners.

Thank you for your attention. Please don't hesitate to call me if you have questions.

BHR:sh

Attachments

c: Distance Learning Coordinator

CC00-238
E-Mail

**ARMY ACADEMIC ALLIANCE AGREEMENT
BETWEEN _____ COLLEGE
AND
ELECTRONIC DATA SYSTEMS CORPORATION ('EDS')
FOR THE
Army University Access Online (AUAO) Program
Solicitation Number DASW01-00-R-3023**

The purpose of this Agreement is to express the commitment of _____ College to join the EDS sponsored Army Academic Alliance for Online Education (the "Alliance") as defined herein and in accordance with the Army's Continuing Education System (the "Customer") Request for Proposal (RFP) for the **Army University Access Online (AUAO) Program** (the "Program"), under terms, conditions, and prices to be agreed upon.

1. The Alliance is a consortium of Academic Institutions that are committed to the AUAO Program through EDS and will provide the academic content and support services to the soldier-student in accordance with the Program and meet the following minimum criteria:
 - All participating colleges and universities must be accredited by a recognized U.S. Department of Education accrediting agency
 - All participating colleges and universities must be or agree to become a member of the Serviceman's Opportunity Colleges Consortium (SOC) and to abide by SOC rules and requirements which are provided in Attachment C of the AUAO RFP and incorporated as Attachment 1 to this agreement.
 - All participating colleges and universities must offer on-line distance learning courses/degrees

2. EDS requires the following business commitments from _____ College as a member of this Alliance. The parties have complementary capabilities and resources in the Information Technology ("IT") and Education marketplace which are not totally available within their respective organizations, and it is to their mutual benefit to act as a team for the purpose of this Program. It is understood, however, that nothing contained herein shall prevent either party from pursuing similar discussions or transactions with third parties. The Alliance members' relationships for the Program would be formalized through Subcontract Agreements with EDS.

3. As the prime contractor, EDS will be responsible for the overall Program requirements, along with other RFP requirements or value-added products or services. As a subcontractor, _____ College's areas of marketing and service delivery responsibility will include, in coordination with EDS and other members of the EDS team, Providing Academic Content and Support Services. During the proposal process, _____ College agrees to provide EDS with pricing for the academic content to be provided by _____ College for the Program in a timely manner as requested. The parties will each bear their own costs and

expenses incurred in connection with any proposal activities and proposal costs contemplated by this Agreement.

4. In the event EDS is awarded a prime contract for the Program, EDS will enter into negotiations with _____ College to award a subcontract for the area of responsibility identified herein. _____ College shall accept all responsibilities for complying with mandatory government procurement regulations (as they relate to a commercial-items subcontractor and/or non-profit or public institutions), and for government-imposed costs, damages or penalties associated with any failure by _____ College to satisfy agreed to contract performance commitments. EDS shall accept similar responsibilities on its part as a prime contractor.
5. The parties understand that EDS will need to manage and be responsible for all pre-award and post-award Program activities as prime contractor, including but not limited to, solution development, program management, technical direction, liaison with the government, and selection of and contact with all other proposed subcontractors to EDS. _____ College will provide the following points of contact to help EDS manage the Program activities:
 - Chief Academic POC: _____
 - Contracts/Business POC: _____
 - Pricing/Financial POC: _____
 - Technical POC: _____
6. If no other Nondisclosure Agreement relating to this Program is in place between the parties, proprietary or confidential information exchanged in connection with this Agreement shall be subject to the Nondisclosure Agreement that is attached to this Agreement as Attachment 2.
7. Any news release, public announcement, advertisement or publicity proposed to be released by either party concerning the existence of this Agreement, its terms or conditions shall be subject to the approval of the other party prior to release, not including the release of this information to the Government as incorporated in the EDS proposal.
8. Nothing in this Agreement shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
9. This Agreement may terminate, except with respect to the parties' obligations as set forth in paragraphs 6 and 7, upon the first of the following to occur: (i) the parties' execution of a subcontract for the Program; (ii) the Customer's announcement that a contract award will not be made; (iii) the Customer's announcement that the Solicitation has been canceled; (iv) the Customer's announcement that the Program has been canceled; (v) the award of a prime contract for the Program to a contractor other than EDS; (vi) the written notice from EDS to _____ College of a redirection of the Program necessitating a substantial change in the work contemplated hereby in order to make this work compatible with the redirection of the Program; (vii) the determination by EDS that the

probability of EDS obtaining a prime contract for the Project is such that it does not warrant continuing the proposal activity; (viii) the delivery by EDS of a written notice to _____ College that the Customer has determined that _____ College will not be eligible to be a subcontractor to EDS under the Program if such contract is awarded to EDS; (ix) the failure of EDS and _____ College to enter into a subcontract within a reasonable and mutually agreed upon period of time; (x) the suspension, debarment of either party or the capability of either party to otherwise be unable to perform; or (xi) the mutual agreement of the parties.

10. Neither party shall be liable to the other for any damages or amounts representing loss of profits, loss of business, or indirect, special, consequential, or punitive damages of the other party, whether such damages are alleged to have resulted from breach of contract or tort, for any cause relating to or arising out of this Agreement.
11. This Agreement constitutes the entire understanding between _____ College and EDS with respect to the subject matter hereof and supersedes all previous agreements between _____ College and EDS concerning the subject matter of this Agreement, specifically the AUAO Program, whether oral or written. This Agreement does not replace any other current contracts and agreements in place between the parties. This Agreement may not be altered, amended or modified except by a written instrument signed by authorized representatives of both parties.

ACKNOWLEDGED AND AGREED:

_____ College

**ELECTRONIC DATA SYSTEMS
CORPORATION**

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

ATTACHMENT C of RFP DASW01-00-R-3023 Servicemembers Opportunity Colleges Army Degree System Description

Servicemembers Opportunity Colleges (SOC) established by the higher education community in 1972, is a consortium of 14 national higher education associations, the Military Services, including the National Guard and the U.S. Coast Guard, and the Office of the Assistant Secretary of Defense. The American Association of State Colleges and Universities (AASCU), which serves as its fiscal agent, and the American Association of Community Colleges sponsor the SOC. More than 1400 accredited civilian colleges and universities are institutional members of SOC and subscribe to the SOC *Principles and Criteria* which are: 1) servicemembers should share in the postsecondary educational opportunities available to other citizens; 2) educational programs for servicemembers are provided by appropriately accredited institutions; and, 3) institutions maintain necessary flexibility of programs and procedures to offset servicemembers' mobility, isolation from campuses, and part-time student status.

The Army requested that SOC develop and implement network systems to support their voluntary education programs at the associate and bachelor's degree levels. This system is incorporated in SOC as SOC Army Degrees (SOCAD) through the Defense Activity for Non-Traditional Education Support. The SOC invites colleges and universities to participate in the network systems when recommended by the Army. The SOC Army network system consists of SOCAD-2, the associate degree system, and SOCAD -4 the bachelor's degree system, and has three program delivery options: traditional, distance learning, and learning assessment.

Institutions offering programs through the SOC Army Degree system agree to: 1) limit academic residency requirements for graduation to 25 percent or less of the total requirements for the degree; 2) issue a SOCAD *Student Agreement* on a standard form for each eligible student who applies for an official evaluation of prior learning - this agreement is the student's degree plan; 3) award credit appropriate to the curriculum for military service schools and military job experience, based on the recommendations in the American Council on Education's *Guide to the Evaluation of Educational Experiences in the Armed Services*; 4) Award credit appropriate to the curriculum for non-traditional or other prior learning, from the results of one or more nationally recognized standardized tests, based on the recommendations in the American Council on Education's *Guide to Educational Credit by Examination*; 5) permit students to complete the program under the terms of the *Student Agreement*, even after separation from active military service; 6) accept in transfer with no individual prior approval necessary, comparable courses listed in the system transferability tables; 7) accept in transfer General Education electives as prescribed in the system handbooks; and, 8) serve as the "home college" for soldiers and their adult family members enrolling in curriculums that are part of the system.

Education services professionals within the Army conduct installation educational needs assessments, determine which colleges or universities offer programs on Army bases; and counsel servicemembers on postsecondary education options, how to access appropriate options,

and recommend one or more that can meet the soldiers' needs. The installation education services officer identifies which colleges and universities are appropriate for participation in SOC network systems and forwards that recommendation through command channels to SOC. The SOC conducts the development and coordination of the SOC Army Degree system with assistance of educators from civilian institutions and staff members of higher education associations. Policy and oversight for the Army Degree system rests with the Education Division, U.S. Total Army Personnel Command.

END ATTACHMENT C

Attachment 2

NONDISCLOSURE AGREEMENT

| | |
|------------------------------------|--------------------------------------------|
| COMPANY: _____ College | Electronic Data Systems Corporation |
| ADDRESS: | 13600 EDS Drive, A6N-D48 |
| CITY: STATE: ZIP: | Herndon, VA 20171 |

This Nondisclosure Agreement (“Agreement”) is between Electronic Data Systems Corporation (“EDS”) and the Company named above (“Company”). During the Exchange Period set forth below, the parties intend to exchange confidential information in furtherance of the Business Purpose set forth below.

| |
|-------------------------------------------------------------------------------------------------------------|
| Business Purpose: To discuss business opportunities as it relates to the Army University program. |
|-------------------------------------------------------------------------------------------------------------|

| |
|------------------------------------------------------------------------------------------------|
| Exchange Period. Begin Date: September 2000 End Date: December 2000 |
|------------------------------------------------------------------------------------------------|

1. **Confidentiality.** For the purposes of this Agreement, Confidential or Proprietary Information (“Confidential Information”) includes, but is not limited to: any technical information relating to proposals to be submitted to the customer or a higher-tiered contractor in connection with a government procurement or contract; development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures; business opportunities; names of customers; trade secrets; the terms, conditions and existence of this Agreement; pricing information or any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual and confirmed in writing to the recipient party within 15 days of disclosure; and any copies of the prior categories or excerpts included in other materials created by the recipient party. Each party shall (a) use the same means it uses to protect its own confidential and proprietary information, exclusive of corporate document marking conventions, but in any event not less than reasonable means, to protect the Confidential Information communicated to it by the disclosing party during the Exchange Period and (b) use the disclosing party’s Confidential Information only in connection with the Business Purpose. Each party shall

advise its employees and agents who receive any of the other party's Confidential Information of its confidential nature. With respect to any particular Confidential Information, the recipient party's obligations under this Agreement shall expire two (2) years after the expiration of the Exchange Period. Neither party shall make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of the other party.

2. **Exclusions.** Confidential Information shall not include information which (a) was or becomes generally available to the public other than as a result of disclosure by the recipient party to the public or any third party in violation of this Agreement, (b) becomes available to the recipient party from a source other than the disclosing party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the disclosing party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation, (c) was developed by the recipient party without the use of the disclosing party's Confidential Information, or (d) is required to be disclosed by the recipient party by governmental agency, law or regulation, so long as the recipient party provides the disclosing party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.
3. **Right to Terminate Discussions.** The provision of Confidential Information and discussions held in connection with the Business Purpose shall not prevent either party from pursuing similar discussions or transactions with third parties, or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose. Any proposals, estimates or forecasts provided by either party to the other shall not constitute commitments. Either party may terminate discussions regarding the Business Purpose at any time, without any liability or obligation whatsoever, except as expressly set forth in this Agreement or in other agreements between the parties.
4. **Return of Confidential Information.** At the written request of the disclosing party, upon the earlier of termination of discussions regarding the Business Purpose or the written request of the disclosing party, the recipient party shall return all copies of the disclosing party's Confidential Information or certify in writing that all copies thereof have been destroyed. Either party may return the other party's Confidential Information, or any part thereof, at any time.
5. **Third Party Information.** EDS' Confidential Information may include information which belongs to a third party that is assisting EDS with the Business Purpose. In such event, such third party shall be a third party beneficiary of this Agreement. Except as provided in this preceding sentence, this Agreement does not confer any rights or remedies upon any person or entity not a party to this Agreement.
6. **Remedies.** Upon any actual or threatened violation of this Agreement by the other party, the disclosing party may be entitled to preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which such party may have at law or in

equity. Neither party shall be liable to the other for any breach of this Agreement for indirect, consequential or punitive damages, lost profits, or attorneys' fees.

7. **No Warranties or Further Rights.** Neither party makes any representations or warranties, express or implied, with respect to any of its Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in either party's Confidential Information, except for the use of such Confidential Information as expressly provided in this Agreement.

8. **Miscellaneous.** Neither party shall act or have authority to act as an agent of the other party for any purpose whatsoever. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement shall be binding on Company and EDS and their successors and assigns. However, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument executed by Company and EDS.

AGREED:

_____ College

ELECTRONIC DATA SYSTEMS
CORPORATION

By: _____
(signature)

By: _____
(signature)

Name: _____
(please print or type)

Name: Kendra Bittle
(please print or type)

Title: _____
(please print or type)

Title: Contracts Administrator
(please print or type)

Date: _____
(please print or type)

Date: _____
(please print or type)

Subcontractor: **North Carolina Community College System**
 Attention: Brenda H. Rogers, Ph.D., Vice President for Administration

* Rates shall be quoted per semester hour and include tuition as well as all materials, books and fees (not including matriculation fee which is accounted for separately) as stated in the RFP.

| Education Content | Per Semester Hour | Estimated | | | | |
|-------------------|----------------------------------------|-----------|-----------|-----------|-----------|-----------|
| | | YR1 | YR2 | YR3 | YR4 | YR5 |
| AA | Course Tuition | \$169.75 | \$ 173.15 | \$ 176.61 | \$ 180.14 | \$ 183.74 |
| AA | Instructional Materials/Textbooks/Fees | \$125 | \$ 132.13 | \$ 139.66 | \$ 147.62 | \$ 156.03 |
| BS/BA | Course Tuition | \$ - | \$ - | \$ - | \$ - | \$ - |
| BS/BA | Instructional Materials/Textbooks/Fees | \$ - | \$ - | \$ - | \$ - | \$ - |
| MS | Course Tuition | \$ - | \$ - | \$ - | \$ - | \$ - |
| MS | Instructional Materials/Textbooks/Fees | \$ - | \$ - | \$ - | \$ - | \$ - |
| Certifications | Course Tuition | \$169.75 | \$ 173.15 | \$ 176.61 | \$ 180.14 | \$ 183.74 |
| Certifications | Instructional Materials/Textbooks/Fees | \$125 | \$ 132.13 | \$ 139.66 | \$ 147.62 | \$ 156.03 |
| | * Matriculation Fee (Per Student) | \$10 | \$10 | \$10 | \$10 | \$10 |

Note: In-state tuition is \$27.50 per semester hour. Apply a 2% increase to this for Years 2 through 5. Soldiers stationed in NC are charged the in-state rate.

* Matriculation Fee is defined as the costs associated with admission and/or any other miscellaneous fees associated with a student enrolling in a degree/certification program.