

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NOTRE DAME OF MARYLAND UNIVERSITY
AND
CAPITOL TECHNOLOGY UNIVERSITY**

This Memorandum of Understanding (MOU) is made as of this 1st day of November 2019 ("the Effective Date") by and between the Notre Dame of Maryland University (NDMU) and Capitol Technology University (Capitol Tech).

INTRODUCTION

1. NDMU is a member of the National Council for State Authorization Reciprocity Agreements (NC-SARA), belongs to the Southern Regional Education Board and is accredited by Middle States Commission on Higher Education (MSCHE). NDMU offers distinctive undergraduate and graduate degree programs through three colleges and NDMU Online to include a M.S. in Analytics.
2. CAPITOL TECH is a regionally accredited (MSCHE) non-profit independent institution of higher education in Maryland which offers, certificate, undergraduate, and graduate degrees to include a Ph.D. in Business Analytics and Data Science.
3. This agreement is with Capitol Technology University as an independent nonprofit institution.

Now, therefore, NDMU and CAPITOL TECH agree as follows:

Section 1. Applicability

This MOU applies to the direct admission for graduates of the NDMU M.S. in Analytics to the CAPITOL TECH Ph.D. in Business Analytics and Data Science.

Section 2. Term and Termination

- a. Unless or until terminated as set forth herein or by operation of law, the term of this MOU shall commence on the Effective Date and continue in effect for a period of three (3) years (the "Term"). At least sixty (60) days prior to the conclusion of this Term, NDMU and CAPITOL TECH will determine whether the institutions wish to extend the Term of this MOU.
- b. No sooner than one (1) year from the date of signature, either party may terminate this MOU by providing ninety (90) days prior written notice to the other party.
- c. Following a notice of termination, the other party may request a discussion regarding options to continue this MOU. The parties agree to participate in such a discussion in a reasonable manner, provided however failure to do so or to reach resolution shall not effect the termination of this MOU as stated in the given notice.

Section 3. Transfer of NDMU Credits to CAPITOL TECH

- a. Subject to the terms and conditions of this MOU, CAPITOL TECH shall accept transfer of credits from the Notre Dame of Maryland University towards the Capitol Technology University Ph.D. in Business Analytics and Data Science. The initial courses that will be accepted in transfer are noted on Attachment 1.
- b. The list of courses that CAPITOL TECH will accept in transfer from NDMU may change from time to time as agreed upon by CAPITOL TECH and NDMU. If at any time, either CAPITOL TECH or NDMU change the courses noted on Attachment 1, CAPITOL TECH and NDMU will discuss potential other courses that may be accepted in transfer.

Section 4. Joint Seminars/Colloquia/Symposia

CAPITOL TECH and NDMU will discuss potential joint events in the analytics and data science areas. CAPITOL TECH and NDMU will ensure that their respective constituencies are aware of joint or individual events, including symposia, colloquia, panel discussions, and conferences.

Section 5. Publicity

Any and all marketing, promotional or publication materials developed pursuant to this MOU 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 6. Change in Programs

- a. Notwithstanding anything in this MOU to the contrary, CAPITOL TECH and NDMU shall retain the right and the authority to make changes in their respective courses, programs and credential requirements they each may determine to be in their respective best interest.
- b. The parties shall give the other reasonable notice of changes to their respective courses, programs, and credential requirements that may materially affect affording students the transfer of credit as contemplated in Section 3.

Section 7. General Provisions

Notices. All notices under this MOU shall be in writing and shall be personally delivered or mailed registered or certified, mail, postage prepaid, return receipt requested to the following parties at the designated address or such other address as shall be provided in writing by such party to the other party:

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ATTACHMENT 1

CAPITOL TECH shall accept the following transfer of credits from the Notre Dame of Maryland University towards the Capitol Technology University Ph.D. in Business Analytics and Data Science:

Notre Dame of Maryland University Courses	Capitol Technology University Courses
CST 540-Data Visualization (3)	DSM 910-Analytics and Decision Analytics (3)
CST 620-Data Mining and Warehousing (3)	DSM 920-Big Data Warehousing and Analytics Systems (3)
CST-532 Knowledge Tools (3)	PHL-900 Management Theory in a Global Economy (3)
MAT-575 Applied Statistics (3)	RSC- 826 Applied Research in Management & Decision Sciences (3)

To CAPITOL TECH, addressed to:
11301 Springfield Road
Laurel, MD 20708-9758

Attn: Stephen McCaskey, VPAA

To NDMU, addressed to:
4701 North Charles Street
Baltimore, MD 21210

Attn: S. Sharon Slear, Provost and VPAA

Entire Agreement. This MOU contains the entire agreement of the parties and supersedes any and all prior and/or contemporaneous agreements between the parties, written or oral, with respect to the subject matter of this MOU. This MOU may not be changed or modified orally, but may only be changed or modified by an agreement in writing signed by both parties.

Applicable Law. This MOU shall be construed and enforced in accordance with the laws of the State of Maryland, applied without giving effect to its conflict-of-law principles.

Waiver. Any waiver of any provision of this MOU shall be in writing and signed by both parties. Any such waiver shall not constitute or be construed as a waiver of any other provision of this MOU or a future waiver of the same provision.

Severability. If any provision of this MOU is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision shall be severable from, and shall not affect the validity of, any provisions of this MOU, which shall remain binding and in effect.

Assignment. No party of this MOU shall be permitted to assign its rights and obligations under this MOU without the prior written consent of other parties hereto.

Headings. The captions or headings in this MOU are made for convenience of reference only and shall not be considered in interpreting this MOU.

Exhibits. All Exhibits referenced herein are incorporated by reference and made a part of this MOU.

Teach-Out Statement: In the event that the Ph.D. in Business Analytics and Data Science should close for any reason, every currently enrolled student will receive a teach-out plan to ensure all remaining courses will be offered giving them the option to complete the program.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this MOU as of the Effective Date.

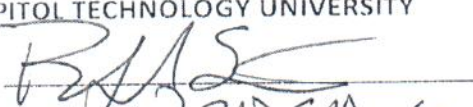
CAPITOL TECHNOLOGY UNIVERSITY

By: _____

Printed Name: _____

Title: _____

Date: _____


BRADFORD SIMS
PRESIDENT
11/18/2019


NOTRE DAME OF MARYLAND UNIVERSITY

By: _____

Printed Name: _____

Title: _____

Date: _____


Marylou Yam
President
November 11, 2019