



DEPARTMENT OF DEFENSE

**DEFENSE ACQUISITION UNIVERSITY
OFFICE OF THE PRESIDENT
9820 BELVOIR ROAD
FORT BELVOIR, VA 22060-5565**

**MEMORANDUM OF AGREEMENT
BETWEEN
DEFENSE ACQUISITION UNIVERSITY
AND THE
U.S. ABILITYONE COMMISSION**

1. COMMON AGREEMENTS AND PRINCIPLES; AUTHORITY

The purpose of this Memorandum of Agreement (MOA) is to establish a strategic cooperative relationship between the Defense Acquisition University (DAU) and the U.S. AbilityOne Commission, and to define the scope and framework of the relationship.

DAU is one of the nation's most honored corporate training institutions. It is leading the transformation of the Defense Acquisition Workforce through cutting edge curriculum development and innovative delivery of learning resources. The Committee for Purchase From People Who Are Blind or Severely Disabled (Committee) operates as the U.S. AbilityOne Commission (Commission), an independent federal agency. The Committee administers the AbilityOne Program, the single largest employer of people who are blind or severely disabled in the United States. The AbilityOne Program enables participating nonprofit organizations across the country to employ these individuals and to provide quality goods and services to the federal government at a fair price.

The goal of this cooperative relationship is to promote awareness, understanding of, and preference for federal purchases of products and services provided by nonprofit agencies employing people who are blind or have other severe disabilities throughout the country. To that end, this strategic partnership will seek to identify educational opportunities that are mutually beneficial to both parties.

The authority for this MOA is the Javits-Wagner-O'Day Act, 41 United States Code § 8501 – 8506 as amended, the Federal Acquisition Regulation (FAR), and Department of Defense Instruction 5000.57, "Defense Acquisition University." The participants hereby agree that principles of good faith partnership and steadfast adherence to the purposes of this MOA will govern their conduct hereunder.

2. RESPONSIBILITIES OF THE PARTICIPANTS

a. DAU

(1) Inclusion of AbilityOne Information in Contracting Courses: This inclusion and preference information will be consistent with FAR Subpart 8.7, "Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled," 41 Code of Federal Regulations Chapter 51, "Committee for Purchase From People Who Are Blind or Severely Disabled," and other appropriate statutory and regulatory requirements.

(2) Support for AbilityOne Webinars: The Commission staff will produce webinars as appropriate about the AbilityOne Program. DAU will provide access to its in-house resources to support development of such webinars and review the webinars before distribution. DAU will ensure the webinars are placed at the appropriate portals and learning sites, as appropriate.

(3) AbilityOne Guidebook: DAU will review the AbilityOne Guidebook for appropriateness and post the guidebook at the appropriate DAU Web site.

(4) Website Promotion, Linkages, and Feedback Forums: DAU will establish internet linkages from websites managed within the university to websites managed by the Committee and their designated central nonprofit agencies, National Industries for the Blind (NIB) and SourceAmerica, as appropriate.

(5) Commission and AbilityOne Program Employee Enrollment in DAU Courses: DAU will work with the Commission, NIB and SourceAmerica to make basic contracting courses available and accessible to people who are blind or severely disabled participating in the AbilityOne Program. DAU will also work to make billet(s) available for Commission staff enrollment of DAU courses, both classroom and online. DAU will also work with Commission staff to provide training support to include the Senior Acquisition Workshop as well as acquisition consulting and technical support, as appropriate. The Commission and/or AbilityOne Program representatives will need to coordinate with DAU Student Services for seats in classroom courses and other student assistance as necessary. Student Services will assist AbilityOne with online access to courses.

(6) Support for Wounded Warriors: DAU agrees to seek ways to work with the Commission and/or AbilityOne Program Representatives to create or locate employment opportunities for wounded warriors,

particularly through AbilityOne associated nonprofit agencies. DAU will link to the AbilityOne site that lists wounded warriors seeking work. The DAU Alumni Association will also provide a link to AbilityOne on the alumni association website.

(7) Promoting Use of AbilityOne Products and Services in Contracts: DAU agrees to encourage the use of AbilityOne products and services when contracting for its requirements (both in prime contracts and subcontracts).

b. U.S. AbilityOne Commission

(1) Review and Recommendations Regarding Curricula: The Commission (or designated AbilityOne representative) may review references to the AbilityOne Program in current DAU curricula and make recommendations to ensure language is consistent with current acquisition policy and with disability community preferred terminology. DAU retains the authority to determine if recommendations are consistent with current DAU policy and whether to accept or reject any recommendation.

(2) Academic Presentations: The Commission (or designated AbilityOne representative) will coordinate the participation of program speakers with appropriate subject matter expertise to make academic presentations at Defense Acquisition Workforce Improvement Act Level III contracting course, such as, but not limited to CON 360, "Advanced Business Solutions for Mission Support," upon invitation of the instructor(s), as mutually agreed to going forward. AbilityOne representatives will coordinate with the region's Contracting Department Chair, the Contracting Course Regional Representative, and the Associate Dean of Academics for specific dates, times and locations of the course offering in which the AbilityOne information will be presented. The DAU Alumni Association will offer AbilityOne the opportunity to speak at one of the association's quarterly Hot Topic Forums.

(3) Ongoing Reference and Contact Information: Commission and AbilityOne Program employees will provide DAU instructors and students with contact information for obtaining further information or answering questions that may arise about the program.

(4) Educational and Promotional Collateral: The Commission and/or other AbilityOne Program representatives will furnish at no cost to DAU any available AbilityOne content, marketing materials, digital images, logos, etc., to describe the AbilityOne Program and its products and services. This includes the content of the above-referenced AbilityOne Guidebook.

(5) Outreach and Promotional Opportunities: The Commission and other AbilityOne representatives will, upon DAU's request, incorporate website links and newsletter articles promoting DAU's mission and educational offerings into their strategic communication tactics. They will also notify DAU of conferences and promotional events in which DAU may wish to participate to further reach its student base.

3. PERFORMANCE MEASURES

To provide appropriate oversight to this relationship, DAU and the Commission will assess the progress and benefits made to each organization under the terms of this MOA on an annual basis. Performance measures will be drafted, and information collected to track against these measures.

These measures will include, but not be limited to:

(1) Meetings between the President of DAU (or designee), and the Executive Director of the Commission (or designee), will be coordinated through normal channels and held when appropriate.

(2) The creation and dissemination of at least one AbilityOne Program-focused webinar as necessary.

(3) Academic presentations by the Commission and/or AbilityOne Program representatives in courses that have been pre-arranged by AbilityOne with DAU contracting faculty and staff. AbilityOne will provide DAU with AbilityOne nonprofit agency locations and contact information. AbilityOne will coordinate with regional campuses for student tours to these locations if they can be worked into the course schedule.

4. DURATION

This MOA will be in effect for a period of five (5) years after its start date, unless otherwise revised by written agreement of the participants. This MOA may be terminated upon sixty (60) calendar days' written notice of any participant.

5. MISCELLANEOUS

DAU and the Commission understand that to reap benefits from this cooperative relationship, there must be ongoing interaction and communication. However, it is agreed that all discussions that occur through this cooperative engagement shall be

conducted in a non-attribution environment so as to encourage the free-flow of ideas and recommendations.

The Commission or DAU may use the other party's name or logo in published materials (e.g., website and publications) specifically only to reference this MOA or contact information and hyper-links to the other party. 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.

As this strategic partnership evolves and specific opportunities for additional partnering and collaboration are identified on our programs, this MOA will be updated with addenda that will reflect bilateral or multilateral agreements as appropriate.

No agreements concerning the transfer or exchange of any asset of either party are intended or implied by this memorandum. The Commission and DAU are separate and independent institutions, and by this agreement both will continue to operate as separate institutions. Each organization contributes resources voluntarily with all costs absorbed by the participating organization, and neither party will have liability to the other for matters related to this MOA. The chief executive officers of the Commission and DAU are authorized to sign, prepare, and implement plans of actions and procedures necessary to effect this agreement.

DAU and the Commission each agree to participate voluntarily, and either party may terminate this MOA 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 affect the termination of this MOA as stated in the given notice.

6. PRINCIPAL POINTS OF CONTACT

U. S. AbilityOne Commission:

Ms. Kimberly M. Zeich
Deputy Executive Director
General partnership coordination

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Ms. Nancy Myrick
Director, Policy and Programs
Content and execution

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DAU:

Mr. Wayne Glass
Program Director for Strategic Partnerships
General partnership coordination

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Mr. Leonardo J. Manning
Director, Center for Contracting, Learning
Capabilities Integration Center
Contract management content

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Agreed:

DEFENSE ACQUISITION
UNIVERSITY

U.S. ABILITYONE COMMISSION

By: 
James P. Woolsey
President
Defense Acquisition University

By: 
E. Tina Ballard
Executive Director and CEO
U.S. AbilityOne Commission

Date: 12/17/14

Date: 12/17/14