



MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
THE UNIVERSITY OF NORTH CAROLINA (UNC)
AND
THE UNITED STATES ARMY SPECIAL OPERATIONS COMMAND (USASOC)

SUBJECT: UNC-USASOC Partnership

1. References.

- a. Title 5, United States Code, Section 552, Freedom of Information Act, 6 Sep 66.
- b. Ethics Reform Act of 1989.
- c. AR 621-1, Training of Military at Civilian Institutions, 28 Aug 07.
- d. Joint Federal Travel Regulation, Volume 1, 1 Jun 09.
- e. Joint Travel Regulation, Volume 2, 1 Jun 09.
- f. AR 621-5, Army Continuing Education System, 6 Sep 09.
- g. DoD 7000.14-R, Financial Management Regulation, 3 Oct 09.
- h. North Carolina General Statutes Section 116-1 et. seq. UNC is defined as the UNC General Administration, the seventeen constituent campuses of the UNC and its affiliated entities.
- i. North Carolina General Statutes 132-1 et seq., North Carolina Public Records Act.

2. Purpose. This MOA establishes guidelines, procedures and responsibilities for a well-established and functioning UNC-USASOC partnership that provides a framework for effective collaboration to share expertise between the academic and military communities in order to provide a "whole of nation" approach to supporting U.S. National Security objectives.

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3. Background. Both UNC and USASOC desire to establish a collaborative partnership that allows the military and academic communities to mutually benefit through shared capabilities, expertise, and interest in national security.

4. Scope. The scope of the partnership between UNC and USASOC personnel will be in accordance with (IAW) the specific needs and requirements specified by USASOC and identified by UNC. Under the charge of **UNC Tomorrow** and **USASOC's Capstone Concept**, USASOC will proactively anticipate and seek solutions to challenges, needs, and requirements. The scope of the partnership may range widely and will explore the following areas of interest, without limitation: behavioral science, business and organizational studies, engineering, communications, leadership development, computer science and information systems, nanotechnology, foreign language, cultural studies, anthropology, sociology, instructional technology, materials science, supply chain management, geographic information systems, research and development, political science, and medical care and technology. The parties agree that this list is not exclusive and may later be expanded or revised as relevant and IAW this MOA. These areas of interest will be explored through faculty and student exchanges (including, as appropriate, role-playing in USASOC exercises); conferences, seminars and speaker series; curricula development; and applied research and directed projects. Anticipated exchanges or projects will be reduced to writing IAW paragraph 6b of this MOA.

5. Understanding. The Strategic Initiatives Group (SIG), USASOC and the Federal Relations Office, UNC will be the lead internal points of contact for this partnership. Each lead is required to coordinate and facilitate, but not encumber, initiatives proposed and accepted by both partners. When feasible - for efficiency, transparency, mitigation of redundancy and maximum effectiveness - the SIG and Federal Relations Office will be involved in (to varying levels) all component sections'/elements' initiatives and programs. Component sections/elements are required to notify the respective lead of intent to partner, contract or seek assistance from UNC or USASOC, and/or their subordinate elements.

6. Responsibilities.

a. The SIG and the Federal Relations Office will make best efforts to:

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(1) Maintain open, effective channels of official communication to foster linkages and collaboration between and among various elements of the two institutions (for the development of innovative solutions to complex problems);

(2) Establish institutional commitment and continuity;

(3) Provide access to respective body of knowledge capabilities and strengths; and

(4) Expand the capacity of each institution (and their component elements) to serve the nation.

b. It is mutually understood that specific aspects of any individual collaboration, exchange or project anticipated between the parties will be reduced to writing ("Subagreement"), including sufficient description of deliverables or expectations and associated fees or costs, and will be duly executed by the authorized representatives of the parties.

c. The SIG and the Federal Relations Office mutually agree to:

(1) Schedule monthly meetings to identify and assess initiatives;

(2) Establish a working group to review/assess ideas for possible implementation for the partnership;

(3) Manage and oversee liaisons and/or interns for the purpose of information exchange, coordination, and collaboration; and

(4) Establish benchmarks or measures of effectiveness for ongoing programs, and refine terms and conditions of specific initiatives, as appropriate.

d. The SIG and the Federal Relations Office agree to pursue or facilitate:

(1) The exchange of medical, language, psychology, culture, communications, marketing, public administration/urban planning, and management negotiation training instructors;

(2) The assessment of USASOC capabilities gaps for materiel for possible solution by UNC research and development activities;

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(3) Business school support for USASOC pre-command course;

(4) Degree completion opportunities for Soldiers and Department of Defense civilians (including online programs);

(5) Degree opportunities and assistance for military spouses and Family members;

(6) The alignment of pertinent Civil Affairs, Psychological Operations, Special Forces, and other Army Special Operations Forces course curricula with UNC curricula to parallel military and academic accreditation;

(7) A relationship with UNC International Scholars programs to allow for mutually supporting educational and cultural exchanges and awareness (and possible language exchange);

(8) Support to the Irregular Warfare Center;

(9) An Army Senior fellowship program on a UNC campus;
and

(10) Congressional liaison, coordination, and support.

e. It is mutually understood that if the SIG and Federal Relations Office assess that UNC does not possess the appropriate subject matter experts for a specific topic to provide innovative solutions or relevant training/instruction, UNC will take all reasonable steps to facilitate coordination between USASOC and other subject matter experts outside of UNC.

7. Funding Requirements.

a. Each Party shall be responsible for their respective expenses associated with monthly meetings or travel between geographical headquarters.

b. All references to funding are understood by both Parties to be subject to the availability of funds and personnel and IAW applicable laws and regulations.

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8. Miscellaneous Terms of Agreement.

a. Either Party may terminate this MOA by notifying the other in writing with a minimum of three months notice. Termination shall be without penalty to either Party, unless otherwise provided by a separate agreement related to any activity being performed by one Party at the request of the other.

b. Parties will provide three months written notice in advance of termination of specific collaborations, exchanges or projects, documented in Subagreements entered into IAW paragraph 6b, with notice being given to the appropriate point of contact in the Subagreement. The Parties agree any costs incurred for an approved collaboration, exchange, or project up to the termination date provided in the notice of termination will be paid in a manner to be provided in the applicable Subagreement.

c. Both Parties shall promptly resolve any issues or concerns raised regarding instructional presentation, liaisons, trainers, speakers, curriculum, or the conduct of any training and education.

d. UNC shall observe any required security processing and adhere to all security requirements and standards as outlined by USASOC and required by law. USASOC will identify positions requiring a security clearance and notify UNC as soon as possible.

e. This MOA will be reviewed bi-annually or ad hoc as circumstances or events reveal the need for substantial alterations, or for the development of a new MOA. Reviews of this nature may be initiated by either agency, as required, with notification in writing.

f. In order to be effective, all amendments to this MOA shall be in writing and signed by both parties.

g. In the event law or regulation necessitates a revision, the MOA shall be construed as being modified on the effective date of the legal change.

h. Neither Party to this MOA shall release confidential information derived from the other Party to a non-participating third Party without the approval of the contributing MOA Party. Notwithstanding the prior sentence, both Parties understand that

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protection of confidential information is subject to disclosure under the Federal Freedom of Information Act and the North Carolina Public Records Act.

i. Each Party will inform the other of any news media releases or engagements regarding the partnership established in this MOA and affiliated initiatives.

j. Both parties shall submit an initial report outlining the details of an initiative or program and provide subsequent quarterly updates (first Tuesday of JAN/APR/JUL/OCT) to the SIG or Federal Relations Office, respectively. The initial report and updates will be provided to the CG, USASOC and President, University of North Carolina.

9. This MOA shall become effective on the date of the last signature, and will remain in effect until terminated in writing IAW paragraph 8a above.

USASOC

UNC

LTG JOHN F. MULHOLLAND
Commanding General
USASOC

ERSKINE B. BOWLES
President
University of North Carolina

(Date)

(Date)