



Memorandum of Understanding between

Columbia Southern University and Capitol Technology University

This Memorandum of Understanding (MOU) is made as of this <u>8th</u> day of <u>March</u>, 2023 ("the effective date") by and between Columbia Southern University (CSU) and Capitol Technology University (Capitol Tech).

INTRODUCTION

- Columbia Southern University has been approved by the Alabama Commission on Higher Education to participate in the National Council for State Authorization Reciprocity Agreements (NC-SARA) and is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). CSU offers online degree programs at the associate, bachelor, master, and doctorate level to include a M.S. in Occupational Safety and Health.
- 2. Capitol Tech is an institutionally accredited (MSCHE) non-profit independent institution of higher education in Maryland which offers certificate, undergraduate, and graduate degrees to include a Ph.D. in Health and Safety.
- 3. This agreement is with Capitol Technology University as an independent nonprofit institution.

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

Section 1. Applicability

This MOU applies to the direct admission for graduates of the listed CSU programs to the listed Capitol Tech programs.

CSU Programs	Capitol Tech Programs (up to 12 Credits Transfer)
M.S. in Occupational Safety and Health	Ph.D. in Occupational Health & Safety
M.S. in Homeland Security Criminal Justice	Ph.D. in Intelligence and Global Security
	Ph.D. in Critical Infrastructure
Master of Business Administration	Ph.D. in Product Management
	Ph.D. in Human Factors
	Capitol Tech Programs (up to 6 Credits Transfer)
Master of Business Administration	PhD in Business Analytics and Data Science
M.S in Human Resources	PhD 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, CSU 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 affect the termination of this MOU as stated in the given notice.

Section 3. Transfer of CSU Credits to Capitol Tech

- a. Subject to the terms and conditions of this MOU, Capitol Tech shall accept transfer of credits from CSU. 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 CSU may change from time to time as agreed upon by Capitol Tech and CSU. If at any time, either Capitol Tech of CSU change the courses noted on Attachment 1, Capitol Tech and CSI will discuss potential other courses that may be accepted in transfer.

Section 4. Joint Seminars/Colloquia/Symposia

Capitol Tech and CSU will discuss potential joint events in the health and safety areas. Capitol Tech and CSU will ensure that their respective constituencies are aware of joint of 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 of likeness may be under consideration.

Section 6. Change in Programs

- a. Notwithstanding anything in this MOU to the contrary, Capitol Tech and CSU 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 course, programs, and credential requirements that may materially affect affording students the transfer of credit as contemplated in Section 3.

Section 7. General Provisions

<u>Notices.</u> 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:

To Capitol Tech, addressed to:	To CSU, addressed to:
11301 Springfield Road	21982 University Lane
Laurel, MD 20708	Orange Beach, AL 36561
Attn: Dr. William Butler, VPAA	Attn: Dayna Fuller, Assistant Provost

<u>Entire Agreement.</u> 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.

<u>Applicable Law.</u> 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.

<u>Waiver</u>. 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 or any other provision of this MOU or a future waiver of the same provision.

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

<u>Assignment.</u> 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.

<u>Headings.</u> 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.

<u>Teach-Out Statement.</u> In the event that the programs offered by Capitol Tech should close for any reason, every currently enrolled student with 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	COLUMBIA SOUTHERN UNIVERSITY
Ву:	Ву:
Name: <u>Bradford L. Sims, Ph.D.</u>	Name: Janell Gibson, Ph.D.
Title: President	Title: <u>Provost and Chief Academic Officer</u>
Date:	Date:

Attachment 1

Course Transfer Table Effective: 2023	
Columbia Southern University	Capitol Technology University
-	e Programs
Up to 12 C	redits Transfer
M.S. Occupational Safety and Health (36)	Occupational Health & Safety (PhD) (60)
MOS-5101 Safety and Accident Prevention (3) MOS-5201 Safety Engineering (3)	OSH-810 New Hazards to Occupational Health & Safety (6)
MBA 6301 Business Ethics (3)	OSH-820 Advanced Research Methods for Occupational Health & Safety (6)
MOS-5525 Integrated Safety Management Systems (3)	a dite Turu da a
	redits Transfer
M.S. Homeland Security Criminal Justice (36)	Intelligence and Global Security (PhD) (60)
RCH 5301 Research Methods (3) CMJ 5301 Theory of Crime and Criminology (3)	IGS-810 Intelligence and Global Security Research Methodologies (6) IGS-820 Intelligence and Global Security Future Demands (6)
CMJ 6303 Forensics Intelligence Analysis (3) CMJ 6304 Global Terrorism (3)	OR
	Critical Infrastructure (PhD) (60) CRI 810 - Critical Infrastructure Construction and Function (6) CRI-820 Threats to Critical Infrastructure (6)
Up to 12 C	redits Transfer
Master of Business Administration (36)	Supply Chain Management (D.B.A.) (60)
MBA 5652 Research Methods (3) BUS 6320 Global Strategic Management (3)	SCM810 - Supply Chain Management Research Methodologies (6) SCM820 – Supply Chain Management Future Demands (6)
HRM 6301 Human Resource Management Methods (3) ITC 5301 Management Information Systems (3)	OR
	Product Management (PhD) (60)
	PRM-810 Product Management Research Methodologies (6) PRM-820 Product Management Future Demands (6)
	OR
	Human Factors (PhD) (60)
	HFE 810 - Human Factors Research Methodologies (6) HFE 820 - Human Factors Future Demands (6)
6 Credits (must be a 75%	match for the BADS degree)
Master of Business Administration (36)	Business Analytics and Data Science (PhD) (60)

BUS 6320 Global Strategic Management (3)	RSC-826 Applied Research in Management and Decision Sciences (3) PHL-900 Management Theory in a Global Economy (3)
6 Credits (must be a 75% match for the BADS degree)	
M.S. Human Resources (36)	Business Analytics and Data Science (PhD) (60)
	RSC-811 Professional Research Theory and Practice (3) PHL-813 Professional Ethics and Leadership (3)

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