

DELIBERATIVE

ARTICULATION AGREEMENT

Between the

NATIONAL SECURITY AGENCY

and

Dakota State University

THIS AGREEMENT made and entered into as of the 18th of January, 2023 by and between the National Security Agency (“NSA”) on behalf of its National Cryptologic University (hereinafter “NCU”) located at 9800 Savage Road, Fort George G. Meade, MD 20755 and Dakota State University (hereinafter “DSU”) located at 820 Washington Ave N, Madison, SD 57042, jointly referred to as the “Parties” and each a “Party.”

WHEREAS, NCU is seeking to expand the educational opportunities for its students; and

WHEREAS, the Parties seek to recognize the complementary nature of the NSA and DSU programs; and

WHEREAS, the Parties seek to provide students who have completed certain NSA-sponsored coursework an opportunity to more efficiently earn DSU degrees.

NOW, THEREFORE, on the terms and subject to condition herein contained, the Parties agree as follows:

I. Academic Program

- A. Requirements to be completed toward certain DSU degrees that are outlined in **Appendices A-D**.
- B. DSU may accept up to 90 semester hours of transfer credit from an approved four-year college or university and other non-traditional sources toward a Bachelor’s degree. A maximum of 60 semester hours may be transferred from approved two-year community colleges. Of these (90/60), up to 45 credits may come from military training as specified in the appendices. DSU may accept up to 12 semester hours of transfer credit from an approved institution toward a Master’s degree if the credits are related to a student’s program of study.
- C. Students must meet all DSU and South Dakota Board of Regents (SDBOR) policies, admissions requirements, and graduation requirements in order to receive a degree.
- D. Additional Requirements:
 1. Students will submit an admissions application to DSU. DSU will evaluate the application and offer or deny admission in accordance with DSU standard policies and procedures. NSA acknowledges that students admitted to DSU are subject to DSU and SDBOR policies and procedures applicable to all students.
 2. DSU will waive the admissions requirements that a student is to provide their high school transcript or GED with scores based on military admissions requirements.

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3. Students shall submit official transcripts from other accredited undergraduate institutions and official documentation of applicable coursework from the NCU, which will be reviewed in accordance with the parameters specified in *Appendices A-D*. DSU policies and procedures regarding transfer credit and academic credit for prior learning and military experience apply to students seeking credit for NCU courses. No more than ten (10) years have passed since the completion of the course.
4. Students admitted to DSU will be charged tuition and applicable fees based on their state of residency for the duration of their enrollment. DSU established a reduced tuition rate for active duty service-members and DoD civilians of \$250 per credit for undergraduate tuition, and all fees are waived. Graduate-level nonresident active military members and DoD civilians are charged the graduate tuition rate, and all fees are waived. Updated tuition and fees are published at <https://www.sdbor.edu/student-information/Pages/Tuition-and-Fees.aspx>.
5. DSU will maintain metrics on NCU students, including GPA, plan of study, and overall academic progress. NCU acknowledges and understands that disclosure of information about individual Program Participants is limited by the Federal Family Educational Rights and Privacy Act (FERPA), South Dakota state law, and DSU policies and procedures. If NCU requests information specific to individual students, any such release of information is conditioned upon the execution of written form of approval from the student. NCU shall arrange to have an authorization form submitted to DSU.

II. Promoting the Agreement

- A. DSU and NSA agree to promote and publicize this Agreement. DSU shall obtain written approval from NSA Public Affairs prior to any marketing external to NSA. In addition, DSU shall obtain written approval from NSA Public Affairs prior to any use of NSA's name, initials, and/or seal or quotes from NSA's officials.
- B. Neither party shall use i) the Marks of the other, ii) the name and or likeness of any student or iii) the name or likeness of an employee or officer of the other in connection with any product, service, promotion, news release or other publicity without the prior written permission of the other party and of the individual whose name and likeness may be under consideration.

III. Annual Review

The Parties agree to confer with each other as needed or at least on a yearly basis regarding changes in curricula or any matter involved in this articulation agreement.

IV. Modification

This agreement may be modified in writing at any time by Dakota State University, South Dakota Board of Regents, or NSA. Modification may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive

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implementation of modification may be required to comply with accreditation standards or to conform to professional licensure requirements.

V. Term of Agreement

The effective date of this agreement is the start date of the DSU academic term and shall last for a term of one year. This Agreement shall automatically renew for one-year terms, unless terminated by Parties prior to the expiration of the first or successive one-year terms. This agreement may be terminated at any time without cause by either Party giving written notice at least ninety (90) days prior to the effective date of such termination. Termination shall not affect students enrolled at the time of termination.

VI. No Agency Relationship Between the Parties

Nothing in this agreement is intended to or shall be construed to constitute or establish an agency; employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party.

VII. Assignment

This agreement may not be assigned by either Party without prior written consent of the other.

VIII. Entire Agreement

This Agreement, together with the documents referred to herein as appendices, constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

IX. Preservation and Immunities

Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of DSU.

X. Notices

Any notices or communication permitted or required between the parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, facsimile, or delivery by commercial overnight carrier. Notice shall be effective upon receipt to the person to whom it was addressed or ten (10) days after notice was sent, whichever is earlier. Notice shall be given to the following individuals:

If to NSA:
Accelerated Degree Program
National Security Agency
9800 Savage Road, Suite 6808
Ft. George G. Meade
Maryland, 20755-6808

If to DSU:
Dakota State University
820 Washington Avenue N
Madison, SD 57042
Phone: 605-256-5136
Fax: 605-256-5316

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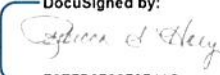
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Phone: 410-854-0913
Fax: 410-854-0913
Email: jllusby@nsa.gov

Email: Provost-VPAA@dsu.edu

Either party may change the notice address set forth in this Agreement by providing notice to the other party.

For DSU:


DocuSigned by:

F8E7B870873741C

May 5, 2023

Date: _____

Dr. Rebecca Hoey
Provost/Senior Vice President for Academic
and Student Affairs

For the National Security Agency:



Date: June 7, 2023

Dr. Mark Laurent Asselin
Commandant, National Cryptologic University



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