



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PIKES PEAK COMMUNITY COLLEGE  
AND  
THE REGENTS OF THE UNIVERSITY OF COLORADO**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") made this 20th day of December 2011 by and between the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak Community College located at 5675 S. Academy Blvd., Colorado Springs, CO 80906 hereinafter referred to as "PPCC" and the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado, Colorado Springs located at 1420 Austin Bluffs Parkway, Colorado Springs, Colorado 80918 hereinafter referred to as "UCCS."

**WHEREAS**, required approval, clearance and coordination has been accomplished from and with appropriate agencies;

**WHEREAS**, UCCS offers courses in in Information Assurance ("IA") Awareness and Cyber Security Education;

**WHEREAS**, PPCC has a need to offer courses in IA awareness and Cyber Security Education to its students;

**WHEREAS**, it is the desire of both PPCC and UCCS to form a partnership to offer IA awareness and Cyber Security courses to PPCC students.

**THEREFORE**, PPCC and UCCS do hereby agree:

**1. UCCS will:**

- a. Grant PPCC a non-exclusive, revocable, royalty-free license to use IA Awareness and Cyber Security Education teaching materials and related course modules created and owned by UCCS for educational and teaching purposes at PPCC.
- b. Collaborate with PPCC in the joint development of additional IA Awareness and Cyber Security education courses.
- c. Accept academic credits for IA Awareness and Cyber Security education courses developed or jointly-developed by UCCS which are offered at PPCC.
- d. Assist PPCC in obtaining the Centers of Academic Excellence in Information Assurance Education 2 year status, should PPCC desire to do so.

**2. PPCC will:**

- a. Provide qualified faculty to teach courses in IA Awareness and Cyber Security education courses. Ensure that employees performing under this agreement are properly licensed, credentialed, and in good standing under applicable federal and state law; and make available copies of any applicable licensing and certification documents when requested by UCCS.

- b. Advertise classes and provide an avenue for students to enroll in IA Awareness and Cyber Security Education courses.
- c. Accept academic credits for IA Awareness and Cyber Security courses offered at UCCS.

**3. Ownership of Educational Materials.** For purposes of this MOU “Educational Materials” shall mean scholarly and artistic works such as, but not limited to, textbooks, course curriculum, electronic media, syllabi, tests, assignments, monographs, course modules, lectures, papers, models, and unpublished manuscripts. UCCS shall exclusively own all Educational Materials that are developed, created, discovered, conceived, or reduced to practice solely by employee(s) of UCCS; and PPCC shall exclusively own Educational Materials that are developed, created, discovered, conceived, or reduced to practice solely by employee(s) of PPCC; and University and PPCC shall each own an equal, undivided interest in any Educational Materials that are developed, created, discovered, conceived, or reduced to practice jointly by employee(s) of University and employee(s) of PPCC (hereinafter “Jointly-Owned Inventions”). Except as otherwise agreed by the parties, either party may use, non-exclusively license and commercialize such Jointly-Owned Inventions as it sees fit without any obligation or accounting to the other.

**4. Representatives:** For the purpose of this agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

**UCCS**

C. Edward Chow  
EAS Associate Dean  
1420 Austin Bluffs Parkway  
Colorado Springs, Colorado 80918  
719-255-3110  
[chow@cs.uccs.edu](mailto:chow@cs.uccs.edu)

**PPCC**

James DeHerrera  
Assistant to the VP of Educational Services  
Associate Professor  
5675 S. Academy Blvd.  
Colorado Springs, Colorado 80906  
719-502-3236  
[james.deherrera@ppcc.edu](mailto:james.deherrera@ppcc.edu)

**5. Term:** This agreement shall be effective upon final signature and shall remain in effect for two (2) years. Upon termination of this MOU each party shall return to the other party all Educational Materials owned by the other party.

**6. Termination:**

- a. For Convenience. Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party of its intention to terminate provided,
- b. For Default. A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

**7. Force Majeure:** Neither the UCCS nor PPCC shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this MOU, nor shall any delay or failure constitute default or give rise to liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this contract, “force majeure” means acts of God; acts of the

public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

8. **Integration of Understandings.** This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

9. **Headings.** Headings used in this Contract are for reference only and shall not be deemed a part of this MOU.

11. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

12. **Cooperation of the Parties.** PPCC and UCCS agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this contract. In connection herewith, the parties shall meet to resolve problems associated with this contract. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

13. **Compliance with Law.** PPCC and UCCS agrees to strictly adhere to and comply with all applicable Federal, State and local laws, statutes, regulations, and executive orders, as they currently exist and may hereafter be amended, which are incorporated herein by this reference.

14. **Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for PPCC and UCCS hereby swear and affirm that they are authorized to act on their organizations' s behalf and acknowledge that both parties are relying on their representations to that effect.

The Regents of the University of Colorado,  
A body corporate, for an on behalf of the  
University of Colorado, Colorado Springs

*STATE OF COLORADO*

*John W. Hickenlooper, Governor*

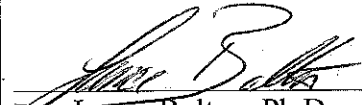
Department of Higher Education, State Board for  
Community Colleges and Occupational  
Education for the use and benefit of Pikes Peak  
Community College

By: MARGARET A. BACON

Title: PROVOST

Margaretha Bacon  
\*Signature

Date: 1/17/12



By: Lance Bolton, Ph.D.  
President

Date: 1-12-12

APPROVED AS TO LEGAL  
SUFFICIENCY

J. Willetts 1/17/12