

MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC COOPERATION AND ARTICULATION

Ball State University, a public university of the State of Indiana, located at 2000 W. University Ave., Muncie, IN 47306 (hereinafter referred to as "Ball State") and Broward College, a public body corporate of the State of Florida, located at 111 East Las Olas Boulevard, Fort Lauderdale, FL 33301 (hereinafter referred to as "BC"), wish to enter into this Memorandum of Understanding (hereinafter referred to as "MOU") to establish a program to: 1) increase the opportunities for BC international students to earn a baccalaureate and/or master's degree from a public university; 2) enhance the international diversity of the Ball State campus; and 3) increase international visibility for Ball State.

PART I: GENERAL AREAS OF COOPERATION

- A. The objective of this MOU is to facilitate the transfer of qualified international students from BC to Ball State. The desired outcome is to have the international students graduate from Ball State's Baccalaureate programs. The international students will enroll in Ball State programs while in residence at Ball State's main campus in Muncie, Indiana or in a Ball State on-line program. A qualified international student is one who has earned an Associate of Arts or Associate of Science degree which has been approved by the Commission on Colleges of the Southern Association of Colleges and Schools from one of BC's International Centers. Students who qualify must meet all Ball State requirements for admission to the university (in accordance with this MOU) to pursue their chosen course of study. A qualified student will be considered for a scholarship at Ball State in accordance with Ball State's generally applicable scholarship programs.
- B. With Ball State's support and cooperation, BC will promote the Ball State study opportunity with prospective BC international students at Broward International Centers located throughout the world. This cooperation will include the appropriate academic advisement of prospective international transfer students, to ensure their admissibility and success at Ball State. As necessary, the parties to this MOU agree to make reasonable efforts to develop articulation agreements to facilitate transfer of students from BC to Ball State. Such mutually agreed upon articulation agreements will become amendments to this MOU.
- C. Prospective students will apply directly to Ball State and must meet all application deadlines and requirements as specified for international students, with the exception that the requirement for a TOEFL test score will be waived. For initial eligibility, students must complete the Associates in Arts degree program and have a minimum transfer GPA of 2.50. Admission to a designated limited access program is not guaranteed under this MOU.
- D. Both Ball State and BC agree that no person may be excluded from participation in the program described in this MOU, as well as in any further amendment, on the grounds of race, gender, age, ethnicity, religion, national origin or handicap.
- E. Each party shall designate a person or office to serve as liaison for implementing this MOU, with the following individuals initially being designated and each party having the right to designate a different person as the liaison from time to time:

For Ball State:

Kamala Dontamsetti
Director International Student Recruitment Admissions
Ball State University
2000 W. University Avenue
Muncie, IN 47306

For BC:

Dr. David Moore
Associate Vice President for International
Education
Broward College
225 East Las Olas Boulevard
Fort Lauderdale, FL 33301

F. Nothing herein shall diminish the full autonomy of either Ball State or BC, nor will any constraints be imposed by either upon the other in carrying out this MOU or any amendments thereto.

PART II: GENERAL CONDITIONS

- A. **Initial Term.** The initial term of the MOU will be three (3) years in order to evaluate the progress of the students and to enhance the quality of the program. The term of the MOU shall be effective as of the date of the last signature.
- B. **Extension Terms.** This MOU may be extended by written mutual consent of both parties prior to the expiration of this initial MOU for additional three (3) year periods. Additionally, this MOU may be terminated by either party upon written notice to the other party, given at least one full academic year in advance of such termination date. Notwithstanding, it is understood and agreed by both parties that any termination or amendments to this MOU will be made without prejudice to any student who has been admitted to Ball State pursuant to this MOU as of the effective date of the termination and whose educational program at Ball State extends beyond the termination date, thus allowing such student to complete his or her studies as planned.
- C. **Transfer Credit.** Ball State agrees to grant credits to each student admitted to Ball State pursuant to this MOU for each of the BC courses listed in Exhibit A that such student completed at BC with a grade of at least a "C" against the respective equivalent Ball State course requirements specified in Exhibit A as to such BC courses.
- D. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes or Indiana Code 34-13-3-1 et seq.
- E. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing

herein shall be construed as consent by any party to this MOU to be sued by third parties in any matter arising out of this MOU.

- F. Non-Discrimination.** The parties shall not discriminate against any student or individual in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- G. Records.** Each party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to applicable law, and any resultant award of attorney's fees for non-compliance with such law.
- H. Entire Agreement.** This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- I. Amendments.** This MOU is subject to change and / or modification by mutual written consent between the parties hereto. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.
- J. Preparation of MOU.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- K. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.
- L. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- M. Binding Effect.** This MOU shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- N. Assignment.** Neither this MOU nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this MOU including, without limitation, the partial assignment of any right to receive payments from BC or Ball State.

- O. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (an event of "Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- P. **Severability.** In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- Q. **Authority.** Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.
- R. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To BC: President J. David Armstrong, Jr.
 Broward College
 111 East Las Olas Boulevard
 Fort Lauderdale, FL 33301

With a copy to: Avis Proctor
 Associate Vice President for Academic Affairs
 225 East Las Olas Boulevard
 Fort Lauderdale, FL 33301


To Ball State: Dr. Jo Ann Gora, President
 Ball State University
 2000 W. University Ave., AD 101
 Muncie, IN 47306

With a copy to: Rinker Center for International Programs
 Ball State University
 2000 W. University Ave., SC 102
 Muncie, IN 47306

IN WITNESS WHEREOF, the parties hereto have offered their signatures below:

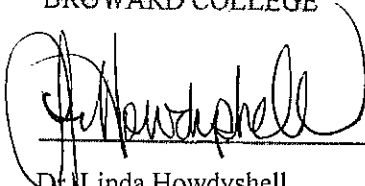
BALL STATE UNIVERSITY

BROWARD COLLEGE



Dr. Jo Ann Gora
President

11/28/2012
Date



Dr. Linda Howdyshell
College Provost / Senior Vice President
Academic and Student Success

3/13/13
Date

EXHIBIT A

Broward Course	BSU Equivalency	BSU Core Curriculum Requirement
ENC 1101	ENG 103	FOUNDATION
ENC 1102	ENG 104	FOUNDATION
ENC 2210	ENG 231	
ENG 2101	ENG 425	
ENL 2012	ENG 260	
ENL 2022	ENG 280	
ENL 2330	ENG 464	
LIT 2020	NO EQUIVALENCY	
LIT 2030	NO EQUIVALENCY	
LIT 2110	ENG 205	INTERNATIONAL EMPHASIS (I)
LIT 2120	ENG 205	INTERNATIONAL EMPHASIS (I)
LIT 2310	ENG 424	
PHI 1100	PHIL 102	TIER 2 HUMANITIES
PHI 2010	PHIL 100	TIER 1 HUMANITIES
PHI 2600	PHIL 202	TIER 2 HUMANITIES
REL 2000	RELS 160	TIER 1 HUMANITIES
REL 2300	NO EQUIVALENCY	
PSY 2012	PSYS 100	TIER 1 SOCIAL SCIENCE
DEP 2004	PSYS 321	
SPC 1024	NO EQUIVALENCY	
SPC 1608	COMM 210	FOUNDATION
PEN 1171	PFW 117	FOUNDATION
PEM 1131	NO EQUIVALENCY	
AML 2010	ENG 240	
AML 2020	ENG 250	
AML 2600	ENG 491	TIER 2 HUMANITIES
AML 2631	NO EQUIVALENCY	
CRW 1001	ENG 285	WRITING EMPHASIS (W)
CRW 1100	ENG 307	
AMH 2010	HIST 201	TIER 1 SOCIAL SCIENCE
AMH 202	HIST 202	TIER 1 SOCIAL SCIENCE
AMH 2035	HIST 413	
AHM 2091	HIST 210	
LAH 1004	HIST 324	
LAH 1005	HIST 325	
WOH 2040	NO EQUIVALENCY	
EUH 1000 AND 1001	HIST 150 AND ELECTIVE CREDIT	FOUNDATION
ARH 2000	AHS 100	TIER 1 FINE ARTS
MUL 2010	MUHI 100	TIER 1 FINE ARTS
THE 2000	THEA 100	TIER 1 FINE ARTS