

**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC COOPERATION AND ARTICULATION**

Florida Gulf Coast University Board of Trustees, a public body corporate of the State of Florida, located at 10501 FGCU Boulevard, South, Fort Myers, FL 33965 (hereinafter referred to as "FGCU") 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 Broward international students to earn a baccalaureate and/or master's degree from a public university in Florida; 2) enhance the international diversity of the FGCU campus; 3) increase international visibility for FGCU; and 4) foster cooperation between the State University System and the Florida College System.

**PART I: GENERAL AREAS OF COOPERATION**

- A. The objective of this agreement is to facilitate the transfer of qualified international students from BC to FGCU. The desired outcome is to have the international students graduate from FGCU's Baccalaureate programs and subsequently enroll in the FGCU Master degree programs. The international students will enroll in FGCU Baccalaureate programs while in residence at FGCU's main campus in Fort Myers, Florida or in a FGCU 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 FGCU requirements for admission to the university (in accordance with this agreement) to pursue their chosen course of study. A qualified student will receive a waiver of tuition equal to 50% of the total tuition and fees per credit hour for out-of-state students in effect for each academic term. The tuition waiver will cover up to 72 credit hours of coursework for each undergraduate degree and all required courses in the student's graduate level degree program.
- B. With FGCU's support and cooperation, Broward College will promote the FGCU study opportunity with prospective Broward 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 FGCU. As necessary, the parties to this MOU will develop

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articulation agreements to facilitate student transfer. Such mutually agreed upon articulation agreements will become amendments to this MOU.

- C. Prospective students will apply directly to FGCU 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 2.75. Admission to a designated limited access program is not guaranteed under this agreement. For continued renewal of the waiver students must maintain fulltime enrollment status and a 3.0 cumulative FGCU GPA.
- D. Both FGCU 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:

For FGCU:  
Elaine Hozdik  
Director of Global Initiatives and  
International Services  
Florida Gulf Coast University  
10501 FGCU Boulevard, South  
Fort Myers, FL 33965

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 FGCU, nor will any constraints be imposed by either upon the other in carrying out this Agreement or any amendments thereto.

## PART II: GENERAL CONDITIONS

- A. 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.
- B. The term of the MOU shall be effective as of the date of the last signature.
- C. It 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 also be cancelled by either party at any time by prior written notice to the other party.

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Notwithstanding, it is understood and agreed by both parties that any termination or amendments to this MOU will be made without prejudice to any participant whose agreed project/program extends beyond the termination date, thus allowing them to complete their studies as planned.

- 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.
- 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 Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- F. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- G. **Termination/Modification.** This agreement is subject to change and/or modification by mutual written consent between the parties hereto. It is understood that this agreement may be modified by FGCU with the directives of the President or academic leadership at FGCU, the Statutes governing FGCU, or the policies of the Board of Trustees of FGCU, or by BC in accord with the directives of the BC Board of Trustees or State Division of Florida Colleges. This Agreement 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.
- H. **Records.** Each party shall maintain its own respective records and documents associated with this Agreement 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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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- I. **Entire Agreement.** This Agreement 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 Agreement 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.
- J. **Amendments.** 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 Agreement and executed by each party hereto.
- K. **Preparation of Agreement.** 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 Agreement 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.
- L. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- M. **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 Agreement.
- N. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- O. **Binding Effect.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- P. **Assignment.** Neither this Agreement 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 Agreement including, without limitation, the partial assignment of any right to receive payments from BC or FGCU.

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- Q. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement 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 (Force Majeure). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- R. **Place of Performance.** All obligations of FGCU each party under the terms of this Agreement are reasonably susceptible of being performed in the county in which the party's primary place of business is located and shall be payable and performable in that county.
- S. **Severability.** In case any one or more of the provisions contained in this Agreement 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 Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- T. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
- U. **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

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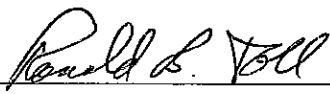
To FGCU: Wilson G. Bradshaw, Ph.D., President  
Florida Gulf Coast University  
10501 FGCU Boulevard, South  
Fort Myers, FL 33965

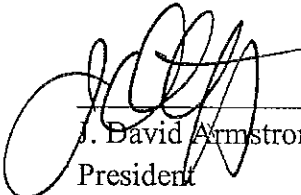
With a Copy to: Ronald B. Toll, Ph.D., Provost  
Florida Gulf Coast University  
10501 FGCU Boulevard, South  
Fort Myers, FL 33965

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

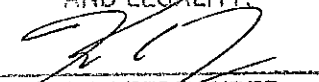
**FLORIDA GULF COAST UNIVERSITY  
BOARD OF TRUSTEES**

**BROWARD COLLEGE  
BOARD OF TRUSTEES**

  
\_\_\_\_\_  
Ronald B. Toll, Ph.D.  
Provost and Vice President  
for Academic Affairs  
3/28/11  
Date

  
\_\_\_\_\_  
J. David Armstrong, Jr.,  
President  
1-25-11  
Date

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
KEVIN FERNANDEZ  
COLLEGE ATTORNEY