

**ACADEMIC TRANSFER AGREEMENT  
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES  
AND  
THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE**

THIS ACADEMIC TRANSFER AGREEMENT (ATA) is made and entered into on this \_\_\_\_ date of \_\_\_\_ (the "Effective Date") by and between The University of South Florida Board of Trustees, a public body corporate of the State of Florida ("USF") in Tampa, Florida, USA, and The District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida, herein after referred as ("BC"). The parties hereby agree to the following:

WHEREAS, USF and BC wish and intend by this ATA to provide student mobility from BC to USF via mutual promotion, guaranteed articulation of courses and guaranteed admission based on meeting specified admission standards; and

WHEREAS, BC in Florida awards academic credit for courses they teach at Browards International Centers ("BIC"); and

WHEREAS, USF has articulation agreements with BC for the courses taught at BIC; and

WHEREAS, this ATA only applies to courses taught by BC at BIC; and

WHEREAS, this ATA contains the specific details that define the collaboration, as well as the responsibilities duties, obligations, and capacities of each party.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

**I. MUTUAL PROVISIONS**

Principles of Good Practice: USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges. BIC will deliver the lower-level coursework via BC, while USF will control the content and administration of the upper-level courses and Bachelor's degrees in conformity with principles of accreditation established by the Commission on Colleges of the Southern Association of Colleges and Schools. Those "Principles" are available at: <http://www.sacscoc.org/pdf/2012PrinciplesOfAccreditation.pdf>.

**II. GENERAL TERMS AND CONDITIONS OF ATA**

**1. Admission and Articulation**

- a. USF hereby agrees that students from BIC will be admitted to USF if they meet the admissions criteria set forth in Exhibit A.1. Note that such admission criteria is subject to change at USF's sole discretion, and up-to-date criteria can be found at <http://www.usf.edu/admissions/international/transfer/requirements-deadlines/application-requirements.aspx>
- b. USF hereby agrees to award credit for courses taken at BIC via BC per the course mapping (i.e., articulation) set forth in Exhibit A.2. Note that such course mapping (i.e., articulation) criteria is subject to change at USF's sole discretion.

**2. Scholarships**

- a. Students who graduate from a BIC with a BC Associate of Arts (AA) degree will be considered for the International Transfer Student Scholarship (ITSS), <http://www.usf.edu/admissions/transfer/admissions-scholarships/index.aspx>. If student is awarded the ITSS which is \$500 per semester for two years and if he/she has Latin American citizenship, the student will be coded as an in-state resident for tuition purposes for those semesters for which he/she receives scholarship.

**3. Other**

- a. BIC and BC will use Exhibit A for marketing purposes to promote transfer to USF.
- b. BIC and BC will assist students in applying to USF by following USF's standard

online application process as a transfer student to USF and helping students meet all application deadlines.

- c. BIC and BC will provide official transcripts to ensure transferability of credits.

### III. GENERAL PROVISIONS

#### 1. Terms Of MOU

- a. This ATA shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the ATA shall require written approval from both parties. After the five year period, this MOU may be renewed by mutual written consent.
- b. Either party may terminate this ATA by serving a written notice to the other party. Such termination will take effect three (3) months from the date of the written notice. Any termination will be prospective only and will not apply to students enrolled at USF as of the date of the termination notice or to USF applicants who relied on published materials offering the program. The foregoing notwithstanding, either party can terminate this ATA effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this ATA, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this ATA for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their degree, certificate or course, or each student's departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this ATA, the participation of all existing students will continue until they graduate or depart from the program.
- c. The parties have set forth the terms, conditions and responsibilities in the ATA in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this ATA effective immediately upon written notice and the parties shall comply with the obligations for a "teach out" as set forth herein.
- d. USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS) to award associate, baccalaureate, master's, education specialist and doctoral degrees, including the Doctor of Medicine. BIC are not accredited by SACS Commission on Colleges and the accreditation of USF does not extend to or include BIC or its students. Further, although the USF agrees to accept course work from BIC (for courses taught at BIC by BC) to be applied toward an award from USF, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from USF. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.
- e. SACS Applicable Policy Statement. Member institutions are responsible for notifying and providing SACSCOC with signed final copies of agreements governing their collaborative academic agreements. These arrangements must address the requirements set forth in the

collaborative academic arrangements policy and procedures. For all such arrangements, SACSCOC-accredited institutions assume responsibility for (1) the integrity of the collaborative academic arrangements, (2) the quality of credits recorded on their transcripts, and (3) compliance with accreditation requirements.

- f. **USF** shall not use **BIC** Trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed **BIC** mark or intellectual property in any manner without the prior written consent from **BIC** of such use. This Academic Transfer Agreement, grants IUSC permission to use the logo for marketing purposes after review by USF World. **BIC** shall not use **USF** trademarks, trade names, service marks, brand names, domain names, URL's or Logo's or any other licensed **USF** mark or intellectual property in any manner without the prior written consent of **USF** of such use.
- g. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- h. **Notices:** All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

**David Moore, Ph.D.**, Dean of International Education  
Broward College  
225 E. Las Olas Boulevard, Ft. Lauderdale, Florida 33301  
+1-954-201-7707, [dmoore@broward.edu](mailto:dmoore@broward.edu)

**Glen Besterfield, Ph.D.**, Assistant Vice President  
Int Adm and Global Partnerships, University of South Florida  
4202 E. Fowler Avenue, CGS101, Tampa, Florida, 33620  
+1-813-974-2154, [besterfi@usf.edu](mailto:besterfi@usf.edu)

**Hilary Black**, Senior Associate General Counsel  
Office of the General Counsel, University of South Florida  
4202 E. Fowler Avenue, CGS 301, Tampa, Florida 33620  
+1-813-974-0749, [hblack@USF.edu](mailto:hblack@USF.edu)

- 2. **Application of Florida Law:** This ATA, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this ATA irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough County, Florida for the purpose of any action arising out of or relating to this ATA. Each of the parties to this ATA agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this ATA or any transaction contemplated hereby.
- 3. **Severability:** If any term or other provision of this ATA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this ATA nevertheless shall remain in full force and effect so long as the economic or legal substance of the

transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this ATA so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

- 4. **Successors and Assigns:** Each and all of the covenants, terms, provisions, and ATAs contained in this ATA shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this ATA, their respective successors and assigns. No party may assign this ATA (by operation of law or otherwise) to any Person without the prior written consent of the other party.
- 5. **Counterparts:** This ATA may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this ATA.
- 6. **Entire MOU:** This ATA represents the entire understanding of the parties with reference to the matters set forth herein. This ATA supersedes all prior negotiations, discussions, correspondence, communications and prior ATAs among the parties relating to the subject matter herein.
- 7. **Initiation of Program:** Promotion of agreement should begin at inception with expectation of the first matriculation of students to begin as early as Fall 2018.
- 8. **Legal Jurisdiction:** The legal jurisdiction under which the provisions of this contract will be interpreted is that of the United States and the State of Florida.

**THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate

By: RABdley

Name: Roger Brindley

Its: Vice Provost and Associate VP USF System

Date: July 14<sup>th</sup> 2017

*Final approval for the University Of South Florida Board Of Trustees, a public body corporate*

By: [Signature] 8/1/17

Name: Ralph Wilcox

Its: Provost and Executive Vice President

Date: \_\_\_\_\_

By: [Signature]

Name: Glen Besterfield

Its: Assistant Vice President

Date: July 13 2017

Approved as to Form and  
Legal Sufficiency  
[Signature]  
Attorney. USF

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**, a political subdivision of the State of Florida

By: [Signature]

Name: DAVID MOORE

Its: Executive Director Int. Ed

Date: October 19, 2018

DocuSigned by:  
By: Marilena DeSanctis

Name: Marilena DeSanctis

Its: Provost & Sr. VP

Date: 5/15/2019