



MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC COOPERATION AND ARTICULATION

ST. THOMAS UNIVERSITY, INC., located at 16401 NW 37th Avenue, Miami Gardens, FL 33054, U.S.A., represented by its Provost, Dr. Irma Becerra, hereafter referred to as STU, 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 AA students to earn a baccalaureate and/or master's degree from St. Thomas University; 2) enhance the international diversity of the STU campus; 3) increase international visibility for STU; 4) increase the opportunities for domestic Broward AA students to earn a baccalaureate and/or master's degree from St. Thomas University; and 5) foster cooperation between the St. Thomas University 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 and domestic students from BC to STU. The desired outcome is to have both international and domestic Broward AA students graduate from STU's Baccalaureate programs and subsequently enroll in STU's Master degree programs. Both international and domestic Broward AA students will enroll in STU Baccalaureate programs while in residence at STU's campus in Miami Gardens, Florida. A qualified international/domestic 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 or local campuses. Students who qualify must meet all STU requirements for admission to the university (in accordance with this agreement) to pursue their chosen course of study. A qualified international student will receive a waiver of tuition equal to 50% of the total tuition and fees per credit hour for students in effect for each academic term. A qualified domestic student will receive a waiver of tuition equal to 40% of the total tuition and fees per credit hour for students in effect for each academic term. Both tuition waivers will cover up to 72 credit hours of

coursework for each undergraduate degree. A tuition discount will be negotiated for all required courses in the student's graduate level degree program on a case-by-case basis.

- B. With STU's support and cooperation, Broward College will promote the STU study opportunity to prospective Broward international students at Broward's international and local centers. This cooperation will include the appropriate academic advisement of prospective international and domestic transfer students to ensure their admissibility and success at STU. As necessary, the parties to this MOU will develop 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 STU and must meet all application deadlines and requirements as specified for international and domestic students, with the exception that the requirement for a TOEFL test score for international students 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 STU GPA.
- D. Both STU 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:
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| For STU: | For BC: |
| Dr. Irma Becerra | Dr. David Moore |
| Provost and Chief Academic Officer | Assistant Vice President for International |
| St. Thomas University | Education |
| 16401 NW 37 th Avenue | Broward College |
| Miami Gardens, FL 33054 | 111 East Las Olas Boulevard |
| | Fort Lauderdale, FL 33301 |
- F. Nothing herein shall diminish the full autonomy of either STU or BC, 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 five (5) 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 five (5) year periods. Additionally, this MOU may also be cancelled by either party at any time by prior written notice to the other party. 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 STU with the directives of the President or academic leadership at STU, the Statutes governing STU, or the policies of the Board of Trustees of STU, or by BC in accord with the directives of the BC Board of Trustees or State Division of Community 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.
- 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 STU.
- 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.** Each party under the terms of this Agreement is reasonably expected to perform in the country in which the party's primary place of business is located and shall be payable and performable in that country.
- 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: **J. David Armstrong, Jr., President**
Broward College
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

With a Copy to: **Dr. Linda Howdyshell, Provost &
Senior Vice President for
Academics and Student Success**
Academic Affairs
225 East Las Olas Boulevard
Fort Lauderdale, FL 33301


To STU: **Msgr. Frankly M. Casale, President**
St. Thomas University
16401 NW 37th Avenue
Miami Gardens, FL 33054

With a Copy to: **Dr. Irma Becerra, Provost & Chief Academic Officer**
St. Thomas University
16401 NW 37th Avenue
Miami Gardens, FL 33054

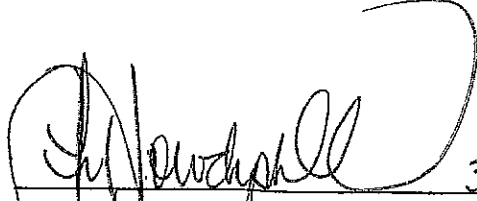
IN WITNESS WHEREOF, the parties hereto have offered their signatures below:

ST. THOMAS UNIVERSITY, INC.

BROWARD COLLEGE



Irma Becerra, Ph.D. Date
Provost and Chief Academic Officer



Linda Howdyshell, Ph.D. 3/9/2015 Date
Provost & Senior Vice President for
Academics and Student Success