

**MEMORANDUM OF UNDERSTANDING FOR ACADEMIC
COOPERATION AND ARTICULATION
Between
DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE
And
THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

This Memorandum of Understanding (MOU) is entered into this ___ day of May, 2017, by and between The Florida International University Board of Trustees, a public body corporate of the State of Florida (FIU), and the District Board of Trustees of Broward College, a State of Florida public educational institution and a political subdivision of the State of Florida (BC).

WHEREAS, pursuant to State Board of Education rule 6A-10.024, F.A.C., FIU and BC establish procedures to facilitate the admission to FIU of graduates of BC; and

WHEREAS, BC has established International Centers (BC International Centers) located throughout the world that are accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC); and

WHEREAS, FIU and BC wish to formally establish an award mechanism for graduates of BC International Centers to continue their education at FIU towards a bachelor degree.

NOW, THEREFORE, in consideration of the mutual covenants provided herein and for other and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by FIU and BC (hereafter the "Parties"), the Parties hereby agree as follows:

ARTICLE I. Areas of Cooperation:

For Broward College AA or articulated AS degree International Center graduates, FIU will:

1. Accept a minimum of 60 undergraduate transferrable credits for those international students who have earned an Associate in Arts or an articulated Associate in Science degree from a BC International Center.
2. Consider all BC International Center students that have earned a cumulative grade point average of 3.0 or higher in their BC degree to be eligible for the award described below.
3. Waive the TOEFL (Test of English as a Foreign Language) score. However, students must be proficient in English for academic study without the need for supplemental English language instruction.
4. Provide transcript review and advisement.
5. Periodically review and evaluate this agreement.

6. Award an out-of-state tuition waiver for six credits per semester (total of four semesters; fall and spring only) to qualified students who are accepted into an FIU degree program under this transfer award program and in compliance with FIU's undergraduate admission requirements for international students. There will be a maximum of five awards per year.
7. BC International Center graduates may enroll in FIU bachelors programs on campus or on-line.
8. Applicants to on campus programs must meet eligibility criteria for obtaining the Form I-20 (certificate eligibility for Non-Immigrant F-1 Student Visa), including proof of sufficient funds to cover insurance, living expenses, and educational expenses. FIU will provide guidance on the visa application process, and the students will be responsible for paying the SEVIS fee and all other fees required by the U.S. Consulate for the visa application.

As part of the agreement, BC and FIU will:

1. Publicize this agreement among students and faculty.
2. Identify BC as the provider of the A.A. or an articulated A.S. degree and FIU as the provider of the bachelor's degree in all joint or individual promotions of this agreement.
3. Arrange meetings between the institutions to promote a clear understanding of the agreement and to clarify emergent issues.
4. Notify each other regarding any contemplated changes that would affect the future of this agreement.
5. Amend, modify, alter, or terminate agreement in writing only after discussion between both parties. Florida International University will ensure that the students who have transferred under this agreement will not be adversely affected by termination or modification of this agreement.

BC and FIU shall agree to the following conditions:

1. A college student transferring under the terms of this program shall be governed by the graduation requirements set forth in the catalog in effect at the time of the student's initial enrollment, provided the student maintains continuous enrollment as defined by Broward College and receives an A.A. degree or an articulated A.S. degree and transfers directly to Florida International University after receiving the degree. Continuous enrollment is as defined by the Broward College catalog in effect at the time of the student's initial enrollment. The student will also have the option of graduating under the catalog in effect at the time of transfer.
2. Admission to a designated limited access program at FIU is not a guarantee under this program.
3. The non-resident tuition waiver will cover up to 24 credit hours of coursework (four semesters, a total of 6 credits per semester) for the undergraduate bachelor's degree and must be used for required major or elective courses only in the student's approved FIU degree program. An undergraduate degree typically requires the completion of 120 credit hours. Any intensive English coursework pursued on a voluntary basis prior to the start of their FIU academic program would be a personal expense to the international student.
4. Any further academic credits beyond the 120 credits taken at FIU will be the personal responsibility of the transfer student at full non-resident tuition rates.

5. Prospective student applicants should first consult with Broward Center International staff for application processing and forms. Broward Center Staff should pre-screen prospective student applicants for eligibility into the program. Applications will be available on-line via the FIU admissions website. Students must complete the full application to Florida International University, pay the \$30 application fee and provide the required official documents.
6. Students must have a minimum transfer GPA of 3.0 to qualify for the non-resident tuition waiver award program. For continued renewal of the award, the student must maintain fulltime enrollment status and an annual 3.0 cumulative FIU GPA.
7. This transfer award program will be capped at five entering transfer students per year. The number may be adjusted (lower or higher) in any year by FIU upon written notice to BC.
8. This agreement will be in force for five years, and will be reviewed two and a half years after it has been in effect. The agreement may be renewed by mutual agreement of the Parties.

ARTICLE II. General Conditions:

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.

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.

Non-Discrimination. The parties shall not discriminate against any employee or participant in 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 or any other basis prohibited by law.

Equal Opportunity. The parties agree to provide equal enrollment opportunities to all persons regardless of race, color, religion, gender, age, national origin, sexual orientation, economic status, disability, or marital status during the term of this agreement, implementing the rules and regulations prescribed by the federal, state and local law.

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 Florida International University with the directives of the President or academic leadership at Florida International University, or the Statutes, rules or regulations governing Florida International University, or by Broward College in accord with the directives of the Broward College Board of Trustees or the Florida College System or the State Board of Education. 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.

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.

Entire Agreement. This document 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.

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.

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.

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.

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.

Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

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 Broward College or Florida International University.

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.

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.

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.

Notice.

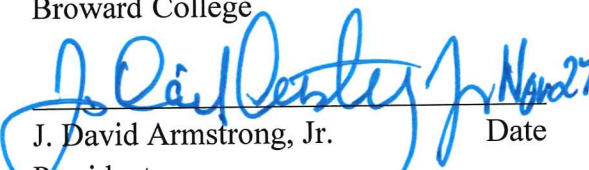
When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following to serve as liaison for implementing this MOU and for giving notice:

For BC:
David Moore, Ph.D.
Dean of International Education
Broward College
225 E Las Olas Blvd
Fort Lauderdale, FL 33301

For FIU:
Meredith Newman, Ph.D.
Vice Provost for Faculty and Global Affairs
Florida International University
Modesto Maidique Campus, PC 520
Miami, FL 33199


Signatures of Responsible Authorities at the Cooperating Institutions


Approved:
Broward College


J. David Armstrong, Jr. Date
President


David Moore Date
Dean

Approved: The Florida International
University Board of Trustees


Mark B. Rosenberg Date
President


Meredith A. Newman Date
Vice Provost