

**MEMORANDUM OF UNDERSTANDING  
(STUDENT AND FACULTY EXCHANGE)  
BETWEEN**

**FLORIDA GULF COAST UNIVERSITY AND UNIVERSIDAD AUTÓNOMA DEL CARMEN**

**A. INTRODUCTION**

Florida Gulf Coast University Board of Trustees in Fort Myers, Florida ("FGCU"), a public body corporate of the State of Florida and Universidad Autónoma del Carmen, Carmen, Mexico ("UNACAR") (collectively, the "Parties") agree to engage in a partnership to be governed by the terms and conditions identified in this Memorandum of Understanding ("MOU").

UNACAR states the following:

1. To be a higher education public institution, legally liable, autonomous entity, and owns freely managed patrimony, entitled to exert all sort of rights applicable under current regulations and capable to acquire obligations according to what is stated in Article 1, of its Deed of Act as well as Article 6 of its Private Law decreed by the Congress of the State of Campeche on June 13th, 1967. This decree was published in the Federal Newsletter that same date.
2. SERGIO AUGUSTO LÓPEZ PEÑA, in the position of UNACAR's president, and according to what is stated in Article 33, Part I of the private Law of Universidad Autónoma del Carmen, is entitled to sign this MOU, and certifies such entitlement by submitting the Meeting Minutes signed by the Board of Directors at UNACAR, on 15, June, 2008, also presented before a public notary 2number 124. Notary Public and Attorney Lic. José Cesáreo Chi Cobos, in Ciudad del Carmen, Campeche.
3. The university legal and appointed address is calle 56 x avenida concordia número 4, colonia Benito Juárez, código postal número 24180, Ciudad del Carmen, Campeche, to be used for any legal act and effect derived from this MOU.
4. "UNACAR" is a registered entity in the Federal IRS system as a regular tax payer with the I.D. number UAC-670613-393.
5. UNACAR, based on its current institutional programs has planned a number of entrepreneurial activities within the following sectors: Productive, Public, Educative and Social that will allow the UNACAR to perform as a Technical, and Professional Educational Institution.
6. Based on the linking activities referred above, there is a coinciding interest derived from the Professional Forming Programs rendered.

7. "UNACAR" also states that cooperation will take place in those areas where common interests coincide, and in accordance with their current nature of educational programs offered that include academics, cultural, sports and professional formation activities.

## **B. PURPOSE**

This MOU is to further enhance a cordial and cooperative relationship, to promote a better understanding of American and Mexican cultures among students and faculty, to further the purposes of scholarship, and to provide a framework for students and faculty associations, all between the Parties. The collaboration between the Parties will include such subjects as academic, research, cultural, sport and professional practices.

Based on the above mentioned statements, both UNACAR and FGCU agree on performing joint activities derived from the MOU herein expressed, and to adhere to their commitments' terms and conditions described in the following clauses:

## **C. STUDENT EXCHANGE**

A Direct Exchange Student is a full-time student at either UNACAR or FGCU (Home Institution) whose enrollment is reciprocated by the enrollment of a full-time student at the other institution (Host Institution) UNACAR. Students studying at the Host Institution remain the student of the Home Institution.

Prior to enrollment, UNACAR and FGCU must determine equivalencies of courses and credit transfers. Both Institutions will also assign credit hours to each course for students participating in the exchange program and credit for such course(s) transferable to home institution. UNACAR and FGCU will also put in place a mutually acceptable grade conversion system.

Each Host Institution agrees to accept up to five students per year from the Home Institution. In the event there is a difference in enrollment by the end of the third academic year, the Institution with the excess number of participating students agree to discuss ways to balance enrollment in the Institution during future term(s). Notwithstanding, both Institutions agree that every attempt will be made to ensure that, each semester, an equal number of students are permitted to attend the other Institution.

### **1. Exchange opportunities at UNACAR (Host Institution) for FGCU Students.**

- 1.1. FGCU students shall pay their normal tuition and fees directly to the FGCU before departure for UNACAR. FGCU students will be personally responsible for all other costs including, but not limited to housing, board, transportation, books, supplies and incidentals, health insurance and personal expenses. Special charges for programs or practical courses may be assessed where such additional fees are normally charged all FGCU students. Special charges will be paid directly to UNACAR at the time FGCU students are enrolled at UNACAR. UNACAR housing will be provided to FGCU students at the current Host Institution's (UNACAR) housing rates at the time of



enrollment or Host Institution will make arrangements in advance (including specified costs) for suitable housing for FGCU students that will be provided to them upon arrival.

- 1.2. FGCU's Office of International Services shall select and recommend students to attend UNACAR. At least six (6) months prior to the start of the relevant term, FGCU will also notify UNACAR of the number of students it will send. Notwithstanding, UNACAR reserves the right to accept or reject an FGCU student in accordance with its normal program enrollment standards.
- 1.3. Direct Exchange Students from FGCU to UNACAR will, where applicable, be provided with supportive Spanish language instruction at UNACAR. For those FGCU students with sufficient command of Spanish, a program of studies taught in Spanish will be available.
- 1.4. UNACAR will make the full range of its services available to all FGCU students attending UNACAR including issuance of an authorized student identification card, library and computer facilities, personal tutoring or advising, and College counseling.
- 1.5. All FGCU students will be required to carry health, hospitalization and emergency evacuation insurance and to provide evidence thereof to the appropriate offices at UNACAR and FGCU prior to departure from FGCU.
- 1.6. At the end of each term, the International Office at UNACAR shall arrange for a certified record (transcript) in English of each FGCU student's academic history, to be forwarded to the Registrar at FGCU.
- 1.7. FGCU students attending UNACAR must comply with all UNACAR student rules and regulations. FGCU students who violate the rules and regulations of UNACAR or FGCU, who perform unsatisfactorily or who do not participate regularly in the course of study may be suspended from any or all of the programs at the initiation of either UNACAR or FGCU.

## **2. Exchange opportunities at FGCU for UNACAR Students**

- 2.1. UNACAR shall select, recommend and inform FGCU as to which students it will send to FGCU. UNACAR will also send completed copies of FGCU's mandatory forms, including application forms, fees and proof of health insurance and immunization records at least six (6) months prior to the start of the term the students are scheduled to begin. FGCU reserves the right to accept or reject a student in accordance with its normal program enrollment standards.
- 2.2. All Direct Exchange students attending FGCU must fulfill U.S. Immigration requirements including that they maintain a full course of study (12 or more credits for students classified as undergraduate and 9 or more credit hours for students classified as graduate).
- 2.3. FGCU will require all UNACAR students to attend FGCU's new orientation and International Student Orientation.

- 2.4. FGCU will offer UNACAR students the full range of FGCU services, including issuance of an authorized student identification card, access to library and computer facilities, advising and counseling services, academic support and other related student services. Direct Exchange Students from UNACAR to FGCU will undertake the full normal program of study in English, if necessary.
- 2.5. UNACAR students will pay normal UNACAR tuition and fees to UNACAR prior to departure to FGCU. Beyond tuition and fees, all students are required to pay an FGCU activity and service fee. Special charges for programs or practical courses may be assessed where such additional fees are normally charged all FGCU students. Special charges will be paid directly to FGCU at the time UNACAR students are enrolled at FGCU. Housing will be provided to UNACAR students at current FGCU housing rates at the time of enrollment. Housing rates may be adjusted as determined by FGCU's Board of Trustees.
- 2.6. UNACAR students will be required to carry health, hospitalization and emergency evacuation insurance in accordance with FGCU's policy relating to international students, and to provide evidence thereof to the Office of Student International Services prior to registering for courses. UNACAR students will also be required to provide immunization information in accordance with University regulations.
- 2.7. The FGCU Registrar will forward a certified record in English of each UNACAR student's courses and grades to the UNACAR International Office.
- 2.8. UNACAR students attending FGCU must comply with all FGCU policies and regulations. Students who violate FGCU or UNACAR's rules, policies, regulations or who perform unsatisfactorily, or who do not regularly participate in the course may be suspended from any or all of the program(s) at the initiation of FGCU or UNACAR.

**D. FACULTY AND STAFF EXCHANGES**

1. Both Institutions agree to explore development of cooperative programs between their respective faculty and staff. These may take the forms best suited to identified individual and institutional needs but may include exchanges of faculty and staff, joint symposia, research schemes, and the like.
2. Faculty and staff who participate in an exchange or spend time at a host institution will come with the recommendation of the appropriate officer of the sending institution.
3. The specific responsibilities of exchange participants (including teaching duties, advising, etc.) will be agreed upon in advance, in writing, and approved by the appropriate institutional officers. In addition, the responsibilities of the host institution will be similarly set out in writing prior to the exchange or visit.
4. The entering into of this MOU by the parties in no way ensures that either Institution will accept any and all faculty and staff.



**E. RENEWAL, TERMINATION, AND AMENDMENT**

1. This agreement shall be in effect indefinitely from the date of last signature unless either party terminates the agreement by providing 90 days written notice. The termination of this MOU shall not affect the educational experience of students in the exchange program at the time the termination is effective. The event that the contract is terminated the party in arrears has the right to continue to enroll students until the arrears is eliminated or one year has expired from the date the contract was terminated.
2. Amendments to this MOU shall be in writing upon the mutual agreement of the parties and shall be executed with the signatures of the appropriate institutional representatives. They shall be effective only for the specific instance and purposes specified given.
3. If sufficient funds are not provided in future approved budgets of FGCU or UNACAR to permit either partner the right to exercise its reasonable administrative discretion to continue this exchange program, or if the exchange program is abolished at either institution, FGCU or UNACAR may terminate this agreement without liability to the other institution by giving the partner institution not less than sixty (60) days prior notice.

**F. MISCELLANEOUS**

1. FGCU and UNACAR intend for their relationship at all times and for all purposes under this MOU to be that of two separate entities. Neither is to be considered an agent or employee of the other for any purpose, and neither UNACAR's nor FGCU or its agents and employees are entitled to the benefits each provides its employees. UNACAR is not an officer, employee or agent of the State of Florida.
2. The parties to this MOU concur that the educational program and services herein described will comply with all applicable requirements of the Commission on Colleges of the Southern Association of Colleges and Schools (COC of SACS) as they apply to FGCU. Toward this end, both parties will work cooperatively to determine as necessary; such things as levels of instruction and faculty qualifications and will share documentation as needed. Moreover, both parties agree that they will cooperate fully with all requests for information, including participation in on-site visits, which the COC of SACS may make with regard to this MOU.
3. Both Institutions will attempt to resolve between themselves, any controversy, claim or dispute arising out of this MOU or breach thereof. If the matter cannot be resolved, then the parties agree to submit to mediation by a neutral third party agreed to by both parties. This provision shall not impair or be in lieu of the rights of either party hereto to seek relief in a court of competent jurisdiction in Lee County, Florida, which will be governed by Florida law and the laws of the United States.
4. If any one or more of the provisions of this MOU shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this MOU shall

continue in full force and effect.


5. All notices or communications regarding the measures covered by this MOU and their implementation shall be delivered or mailed to the parties as set forth below:

Sergio Augusto López Peña, M.A.  
Universidad Autónoma del Carmen  
56<sup>th</sup> Street and Avenue Concordia #4  
Colonia Benito Juarez  
Ciudad del Carmen, Campeche 24190  
Mexico

Paul Snyder, Ph.D.  
Associate Provost  
Florida Gulf Coast University  
10501 FGCU Boulevard South  
Fort Myers, Florida 33965-6565

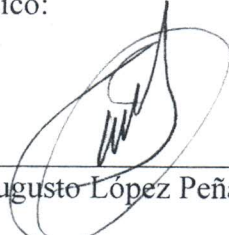
6. This MOU constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this MOU. Both parties, by their signatures below, acknowledge that they have read and understood this MOU and agree to be bound by its terms.
7. The English translation of this MOU shall control its interpretation.
8. The parties executing this MOU certify that they are authorized to bind the parties thereto.

Florida Gulf Coast University  
Board of Trustees:

By:   
Wilson G. Bradshaw, Ph.D.  
President

Date: 3/9/11

Universidad Autónoma del Carmen,  
Carmen Mexico:

By:   
Sergio Augusto López Peña, M.A.  
Rector

Date: 3/9/11