

Florida Gulf Coast University
Office of Global Initiatives and International Services
(FGCU GLOBAL)

Types of International Agreements

Florida Gulf Coast University (FGCU) seeks international agreements that build on the academic standing of the two collaborating universities. Securing and maintaining agreements with institutions abroad is one part of FGCU's comprehensive internationalization effort under the Office of Global Initiatives and International Services (FGCU GLOBAL). Our collaborations reflect the strategic goals of FGCU and provide the diplomatic framework for our international relationships. Any international partnership should benefit both institutions' competitive advantage and promote cooperation in teaching, research, and student and faculty mobility. FGCU seeks and accepts collaborations with universities, institutions, government agencies, and other organizations operating outside the United States. Any agreement we enter must employ approved standard legal terms and conditions and meet SACS accreditation standards. We formalize these collaborations with differing degrees of specificity and formality.

The types of international agreements that FGCU enters into include:

- Memoranda of Understanding (MOU)
- Memoranda of Agreement (MOA)
 - Cooperative Agreements
 - Fee for Service Agreements
 - Student Exchange Agreements
 - Affiliation Agreements
 - Cooperative Degree Agreements
 - International Affiliate Programs for Study Abroad
 - Customized Educational Agreements
 - Other Agreements

Memoranda of Understanding (MOU) are general statements of mutual interest to explore opportunities for collaboration. These are non-binding agreements wherein the parties agree to cooperate with the understanding that the collaboration will if warranted grow to include some form of contractual agreements (see below) regarding specific activities. The FGCU MOU template agreement is explicitly non-binding, meaning that it does not commit university

funds, staff, facilities, or other resources to the partner institution. It is often used in cases where a ceremonial signing is required. In cases where parties have already agreed on specific projects or scope of collaborations, the MOU should be avoided and one of the more explicit agreements detailed below should be explored. MOUs may be proposed at the level of the university, individual college, school, department, center, or program, the proposing unit (**SPONSOR**) sets forth general plans for collaboration with the international institution for a specified period of time (three to five years). The President is the institutional authority authorized to sign international agreements on behalf of Florida Gulf Coast University.

Memoranda of Agreement (MOA) are legally binding agreements in which FGCU and/or the international institution are required to undertake specific and identifiable activities, or to expend resources, in support of the partnership. The MOA is a formal document that outlines specific areas of cooperation and involves a more detailed review process than a Memorandum of Understanding and articulates the particular type of interactions to occur between the named institutions. The MOA articulates and clarifies the respective interests, roles and obligations of the collaborating institutions. An MOA is a binding, legal contract formalizing the terms of collaboration between FGCU and one or more partner institutions in standardized terms and may subsume one or more of the following relationships:

Cooperative Agreements allow programs, departments and colleges to collaborate with institutions abroad on matters not related to curriculum or student/faculty exchange. For example, if the unit is co-hosting any type of program or event abroad, such as conferences, film festivals, or publication launch, then that arrangement should be formalized using this agreement.

Fee for Service Agreements involve a foreign institution or company paying for services provided by FGCU. Most often, Fee for Service Agreements are made to facilitate learning experiences (both credit and non-credit bearing) in the United States provided to students or employees of a foreign institution or company (e.g. English Language courses), programs in the foreign country, distance education, or research/consulting services.

Student Exchange (Reciprocal) Agreement between FGCU and an international partner university to specifically support student mobility. It provides details such as the number and/or ratio of students to be

exchanged for the purpose of earning credits towards a degree in the students' home institution. The agreement details specific areas and terms of reciprocal obligation including the roles, responsibilities, activities, and contributions of the parties, such as tuition requirements, housing, travel and international services.

Affiliation Agreement describes in detail, the terms of an agreement between FGCU and an international partner meant to enable faculty/staff/students' mobility and access to each other's facilities. The agreement specifies the roles, responsibilities, activities and contributions of the parties such as the financial and logistical implications, such as travel funds, housing and salary or stipend.

International Cooperative Degree Agreements (Joint/Dual) create the process and criteria that allow students to earn credits toward degree or degrees proper in more than one country. The value in cooperative degree programs lies in the enhancement of the educational, professional, social and research impact for students, as well as the enhanced research and teaching collaboration for the participating colleges and units.

International Affiliate Programs for Study Abroad are those programs administered by other institutions or third party providers that have been approved by FGCU so that participating students receive support and services from the OIP and FGCU credits for work completed during the program. Approved affiliate programs provide high quality academic programs and student services and align with the curricula of FGCU colleges and departments.

Customized Educational Agreements typically involve one or more FGCU students engaged in an internship, externship, research placement or other individualized experience with a foreign institution or company in which an MOA may be a prerequisite or convey some benefit for student participation. This type of MOA may also be used when one or more international students visit the FGCU campus for a short, non-credit generating visit and home institutions may require an MOA as a prerequisite to the students' participation.

Other forms of Agreement- may be developed to meet the particular needs of the parties involved.

Florida Gulf Coast University
Office of Global Initiatives and International Services
(FGCU GLOBAL)
International Agreement Proposal Process

Memorandum of Understanding (MOU)

STEP 1. To propose a memorandum of Understanding, Sponsor(s) meet with the Assistant Vice President for International Programs to discuss the potential activities and benefits of the proposed agreements and to review the proposal process.

STEP 2.

- Provide (FGCU GLOBAL) with a completed MOU form (**Appendix A**).
- Submit the named partner institution or organization's contact information including the International office and Senior International Officer for future communication purposes.

- Submit a letter signed by Department Chair and Dean in support of proposed MOU. The letter should also indicate that unit faculty are in support of the agreement and explain how MOU will benefit, the program, department and university.

STEP 3. FGCU GLOBAL will approve by signature and present the proposed MOU to the University President and/or Provost's Office and the General Counsel for signatures. In consultation with the Sponsors, the OIP will coordinate the signatures provided by the partner institution.

STEP 4. An original copy of the fully executed agreement will remain with each institution. Within FGCU, copies are retained by the FGCU Sponsor's home department and college and FGCU GLOBAL where it will be added to the central agreements database. Agreements will be catalogued electronically and available to FGCU faculty and staff via the FGCU GLOBAL website. FGCU GLOBAL will monitor all MOAs and MOUs and ensure their timely renewal and record any modifications to the agreements that may accrue.

Memorandum of Agreement (MOA)

STEP 1. Sponsors (faculty or administrators proposing an international agreement) interested in proposing an international agreement beyond a Memorandum of Understanding meet with the Assistant Vice President for International Programs to discuss the potential activities and benefits of the proposed agreements and to review the proposal process.

STEP 2. Sponsors are encouraged to find co-sponsors for MOAs proposed for student exchange agreements, faculty exchange agreements, affiliation agreements, or International Cooperative Degree Agreements (Joint/Dual). FGCU prefers to construct MOAs which involve two or more units with two or more types of connection to stabilize the relationship beyond the interest of an individual program or person. Sponsors must also secure support for the initiative from their department chairs and directors or deans (this should be in the form of a letter of support). It is critical that these levels of administration commit to supporting the agreement for the period specified in the proposal. The level and type of support should also be specified in the text of the proposal, e.g., financial support, particular course offerings, service commitments, number of reciprocal visits, course releases etc. This element is especially important for faculty sponsors and chairs when scheduling and evaluating your teaching/research/service activities that affect this agreement and annual reviews of work.

STEP 3. Complete and submit the **International Agreement Proposal Form (APPENDIX B)** to FGCU GLOBAL. Include in your submission as attachments any information that will be helpful to the reviewer, such as an existing Memorandum of Understanding (MOU), letters of support, correspondence or documents provided to you by the proposed international institution.

Note: Some forms of agreements have additional requirements and may require input from various campus stakeholders as part of the approval process. For instance, agreements involving the expenditure of funds by FGCU must be submitted to and approved by the Procurement Office. The Sponsor's Chair and Dean / Director and/or Budget Manager must approve the proposal if the agreement commits the unit to provide other types of resources, such as faculty or staff time, facilities or other resources. If grant funds are committed, approval by the Office of Research and Sponsored Programs may also be required. Certain MOAs may also require review for compliance with Export Control regulations, approval of trademark and logo usage, and tax considerations with regard to revenue-generating programs. In these cases, the OIP will provide additional instructions to the agreement Sponsors.

STEP 4. FGCU GLOBAL will approve by signature and present the proposed MOA to the University President and/or Provost's Office and the General Counsel for signatures. In consultation with the Sponsors, FGCU GLOBAL will coordinate the signatures provided by the partner institution. If the proposal is returned signed, we will proceed to STEP 5. If returned with edits, FGCU GLOBAL will help negotiate the relevant terms or the initiative may be tabled or terminated.

STEP 5. An original copy of the fully executed agreement will remain with each institution. Within FGCU copies are retained by the FGCU Sponsors' home departments and college and FGCU GLOBAL where it will be added to the central agreements database. Agreements will be catalogued electronically and available to FGCU faculty and staff via the FGCU GLOBAL Website. FGCU GLOBAL will monitor all MOAs and MOUs and ensure their timely renewal and record any modifications to the agreements that may accrue.

Appendix A

MEMORANDUM OF UNDERSTANDING

BETWEEN

AND

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

[] and FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, on behalf of Florida Gulf Coast University, [insert name of academic unit, if applicable], enter into this Memorandum of Understanding (“MOU”) to strengthen ties between them and explore friendly and cooperative relations in fields of mutual interest.

1. The parties intend to develop one or more joint academic activities within the following general forms of cooperation:
 - a. Exchanges of faculty, researchers, and students
 - b. Joint fundamental research projects and publications
 - c. Exchanges of publicly available materials and information
 - d. Joint educational programs, conferences and workshops
 - e. Special short-term projects and visits
 - f. Other activities of mutual interest and benefit
2. The details of each joint activity will depend on the availability and commitment of funds and resources, which will be determined through discussion and negotiation by the parties.
3. To the extent that the implementation of any agreed-upon activity requires a commitment of personnel, facilities, funding, intellectual property, or other institutional resources, the parties will enter into a written agreement signed by each party’s authorized representative. The agreement will specify each party’s commitment of resources and terms related to funding, equal opportunity, intellectual property, confidentiality, export control, and other matters relevant to the activity.
4. The institutional contacts for this MOU are [insert name, title (email address)] and [insert name, title, (email address)].
5. Neither party will use the name, abbreviation of the name, logo, seal, or other mark of the other party (including in any advertisement, press release or publicity related to this MOU) without that other party’s prior written approval. To seek approval, a party will

submit a request to the other party's institutional contact, who will assist with obtaining any internal authorization required by their institution.

6. This MOU is written in English. If it is translated into another language, the English version will govern in the event of a conflict between the English version and the translation.
7. This MOU may be amended only by written agreement signed by each party's authorized representative.
8. This MOU will remain in effect for [insert number of years from one to five years] from the date of last signature. Either party may terminate this MOU for any reason by providing written notice of termination to the other party's institutional contact.
9. This MOU is made as a gesture of goodwill between the parties, based on a spirit of cooperation and reciprocity intended to be of mutual benefit, and does not create any legally binding rights or obligations.

Signatures of authorized representatives:

[NAME OF INSTITUTION]

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

Name
Title

Name
Title

Date: _____

Date: _____

APPENDIX B

Florida Gulf Coast University Global Initiatives and International Services (FGCU GLOBAL) INTERNATIONAL AGREEMENT PROPOSAL FORM

I. AGREEMENT SPONSOR Faculty/administrator proposing this agreement:

Name:

Position/Title:

College/School:

Department/Division:

Email:

Office Phone:

FGCU point of contact for questions regarding this proposal if different from individual named above:

Name:

Position/Title:

College/School:

Department/Division:

Email:

Office Phone:

II. AGREEMENT CO-SPONSOR Faculty/administrator proposing this agreement:

Name:

Position/Title:

College/School:

Department/Division:

Email:

Office Phone:

iii. Indicate the desired outcome of this proposal:

- Cooperative Agreement
- Fee for Service Agreement
- Student Exchange Agreement
- Faculty/Staff/Scholar Exchange Agreement
- Cooperative Degree Agreements
- International Affiliate Programs for Study Abroad
- Customized Educational Agreement.
- Other (please describe)

Anticipated Term of Activity (standard term for MOA is 5 years)

Start date:

End date:

ACTIVITY DESCRIPTION: (mark all that apply)

- New agreement or activity
- Renewal, modification, or addendum to an existing agreement
- Joint research activities, publications and library exchanges;
- Exchange of scholars for lectures, talks, conferences, etc...
- Exchange of information in fields of interest to both parties
- Faculty Mobility for research or teaching
- Student Mobility for research or study
- Exchange of materials, data, or patents/inventions/technologies
- Other (please describe)

Will activities proposed in this agreement require any of the following?

(mark all that apply):

- Intellectual property or licensing terms
- Use of FGCU university logo, proprietary material or trademarks
- Sharing of information, technology, human subjects or other sensitive data

- Hiring foreign nationals to perform work outside the U.S.
- Establishing a legal presence outside the U.S.
- Clinical work - observation and treatment of patients
- Shipment/transmission of research materials, equipment, or data outside the U.S.
- Construction or leasing of office space
- Do not know or not yet determined
- None of the above

IV. COLLABORATING INSTITUTION OR ENTITY

Name of Institution/Entity/ Unit:

Country:

Contact Person:

Position/Title:

Email:

Office Phone:

V. DETAILS OF COLLABORATION (attach separate pages)

1. Briefly describe why this institution/entity was selected for collaboration and its specific strengths. How will this agreement benefit FGCU and your unit?
2. If this is a renewal of an existing partnership, briefly discuss the outcomes achieved over the term of the agreement and evaluate the extent to which the purpose of the agreement was met.
3. Provide a brief summary of the proposed activity including expected outcomes and potential participants. Describe the current status/stage of these discussions.
4. What university resources and/or specific funding will be required to carry out the proposed activity?
5. Provide any other relevant information that you believe will be helpful for assessing the proposed international agreement?