

MEMORANDUM OF AGREEMENT

between the

**STATE UNIVERSITY OF NEW YORK
AT NEW PALTZ, USA**

and the

**MINISTRY OF KINGDOM AFFAIRS, EDUCATION, YOUTH, INNOVATION AND
SPORT
of Aruba**

The Participants to this Memorandum of Agreement (the "MOA"), the State University of New York, an educational corporation, acting through and on behalf of the State University of New York New Paltz, located at 1 Hawk Drive, New Paltz, New York 12561-2443, USA (hereinafter referred to as "SUNY New Paltz"), and the Ministry of Kingdom Affairs, Education, Youth, Innovation and Sports of Aruba, located at L.G. Smith Boulevard 76, Oranjestad, Aruba (hereinafter referred to as "MinKEYIS"), hereby agree to implement a cooperation program between the participants hereto for the purposes described below, which are deemed to be mutually beneficial to both participants. SUNY New Paltz and MinKEYIS may each be referred to hereinafter as a "Participant" or collectively, as the "Participants".

This MOA sets forth the entire decision of the Participants and supersedes all previous agreements, prior negotiations, discussions and proposals.

I. BACKGROUND AND PURPOSE

The Participants believe that it is in their respective best interests to encourage direct contact and cooperation between the leadership, faculty members, departments, and institutes of each Participant in order to foster collaboration regarding the development of possible programs in educational areas to be



agreed upon. The collaboration and development of possible programs will be subject to availability of funding and the development of specific binding agreements in the future as more fully described hereinafter. The Participants have entered into this MOA for the purpose of setting forth their mutual understandings and decisions with respect to such direct contact and the development of potentially sustainable collaborative programs.

SUNY New Paltz is located in a dynamic college town just 90 minutes from New York City. Its 257-acre campus, in New York's stunning Hudson River Valley, offers not only an outstanding quality of life, but also world-class connections. Founded in 1828, SUNY New Paltz's distinguished heritage is rooted in an intense spirit of imaginative inquiry, providing one of the most open, diverse and creative places of higher learning in the nation. New Paltz is a very competitive, four-year university college that delivers an extraordinary number of undergraduate majors in business, liberal arts & sciences, fine and performing arts and education and its programs in the STEM fields are diverse and cutting-edge.

Aruba's unique social-economic resources, a diverse multilingual population, and its commitment to invest in developing her human capital, provides valuable learning opportunities for collaborative programming with SUNY New Paltz. The current population of Aruba is about 110,000, together representing more than 90 nationalities. The economy of Aruba is mainly based on tourism, and almost all products are imported. The goal of the Government of Aruba is to create shared prosperity and well-being for all residents. The economic model, including tourism, must serve the interests of the people. To support this vision, Aruba will place renewed emphasis on developing local and international digital commerce, expanding access for young entrepreneurs in FinTech, and investing in renewable energy to position the island as a regional leader. Efforts will also focus on revitalizing neighborhoods and city centers, creating inclusive spaces for nature, recreation, and sports, and promoting nature and culture as integral to the transition from fossil fuels to renewable energy. These initiatives complement existing efforts such as the STEM facility at the University of Aruba and the marine-protected areas managed by Fundacion Parke Nacional Aruba. Together, they offer opportunities for research, exchange programs, and collaboration in a safe, innovative, and naturally beautiful environment.

II. DISCUSSION AND DEVELOPMENT OF POSSIBLE COLLABORATION

Within the fields of teaching, student mobility, and research opportunities to be mutually designated, the Participants agree to discuss and explore the development of any of the following areas of cooperation, including not limited to:

1. encourage and develop cooperation and exchanges in the fields of fine and performing arts, applied technology, teacher education, STEM, sustainability programs, research, and other collaborative opportunities that may arise;
2. collaborate on the development of program articulations for seamless transfer of students with diplomas from mutually acceptable accredited educational institutions by providing the information necessary to successfully develop, promote, and maintain the collaboration;
3. encourage and facilitate closer relationships between SUNY New Paltz and accredited secondary and post-secondary educational institutions in Aruba;
4. exchange of information in fields of interest to both Participants;
5. academic exchanges of student and faculty;
6. curriculum/program development and exchange; and
7. identify external sources of support for joint projects.

The Participants anticipate that specific collaborative projects or activities that they wish to implement in any of the areas listed above will, as appropriate, be undertaken pursuant to future agreements entered into according to applicable laws and rules governing each Participant, containing mutually acceptable terms and conditions, and specifying the responsibilities, rights, and obligations of the Participants. Such separate written agreement(s) will address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students and faculty, use of facilities, and disclosure of data. Themes of joint activity and the conditions for utilizing the results achieved and arrangements for all forms of cooperation, including visits and exchanges, will be negotiated for each specific agreement. Both Participants understand that all financial arrangements will be negotiated



and identified in such separate written agreement prior to the commencement of the associated activities. In the event that any such future agreement is subject to the approval of the New York State Office of Attorney General (OAG) and New York Office of State Comptroller (OSC), it will not be valid and enforceable until such approval is given.

If the Participants enter into such a collaborative or cooperative agreement with respect to any of the areas addressed in this MOA, either Participant will be allowed to promote that the other Participant has entered into a collaborative or cooperative agreement with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating Participant in a manner that complies with the then-current logo use policy of that Participant and is pre-approved in writing by the other Participant. Each Participant reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either Participant must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting Participant, upon receipt of a written request from the requesting Participant, the other Participant must immediately stop publishing that usage of the logo and/or name and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

III. GENERAL PROVISIONS

1. Term and Termination of MOA. It is understood that this Memorandum of Agreement is not binding and does not commit or obligate the Participants to any current or future financial expenditures or commitments. The term of this MOA will begin on the date of last signature below, and will continue thereafter for five (5) years, subject from time to time to revision or modification as set forth below. Representatives from both Participants will discuss the terms of a renewal with each other at least six (6) months prior to the stated termination of the current Memorandum of Agreement. Commensurate with the

condition of maintaining human health and/or safety, if any programs are in effect at the time this MOA expires or is terminated, the Participants will work together in good faith pursuant to the terms of the separate agreement(s) for any impacted program(s) to ensure that the participating students, faculty and staff are able to complete their academic program if practicable.

2. Freedom Of Information Law. MinKEYIS acknowledges that SUNY New Paltz is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law.
3. Amendment of MOA. This MOA may be amended at any time by the written decision of both Participants. Any amendments to this MOA will be in writing and approved in the same manner as was used to approve this MOA.
4. Designated Representatives. The designated representatives of the Participants for the purposes of monitoring and oversight of this Memorandum of Agreement are: the Director of the Department of Education, Anne Marie Proveyer-Groot, (Aruba); and Executive Director, International Programs, Beth Vargas, SUNY New Paltz.
5. Notices. All notices, requests, demands, and other communications required or permitted hereunder will be in writing and delivered in person or by courier, receipt acknowledged, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

**STATE UNIVERSITY OF NEW YORK
NEW PALTZ**



Address: 1 Hawk Drive,
New Paltz, New York
12561-2443, USA

**MINISTRY OF KINGDOM AFFAIRS,
EDUCATION, YOUTH,
INNOVATION AND SPORT OF
ARUBA**



Address: L.G. Smith Boulevard 76
Oranjestad, Aruba

Attn: Beth Vargas
International Programs
State University of New York
New Paltz
Phone: +1 845 257 3125

Attn: H.E. Gerlien Croes, LL.M.
Minister of Kingdom Affairs,
Education, Youth, Innovation and
Sport
Phone: +297 5284900

Or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

WHEREFORE, the Participants hereto acknowledge the terms and conditions herein and have caused their duly authorized representatives to sign this MOA as of the date(s) set forth below.

SUNY New Paltz

**Ministry of Kingdom Affairs,
Education, Youth, Innovation and
Sports
of Aruba**

By:

By:



Darrell P. Wheeler, PhD., M.P.H.,
President
SUNY New Paltz



Gerlien L. Croes, LL.M.
Minister of Kingdom Affairs,
Education, Youth, Innovation and
Sports

Date:

15 July 2025

Date:

15-7-2025