



MEMORANDUM OF UNDERSTANDING between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES Orlando, Florida, U.S.A. and the MINISTRY OF EDUCATION AND SPORT of Aruba

The parties to this Memorandum of Understanding (MOU), the University of Central Florida Board of Trustees, a public body corporate acting for the University of Central Florida and its component colleges, departments and divisions, hereafter referred to as (UCF), and the Ministry of Education and Sport of Aruba, hereafter referred to as (MES) hereby agree to implement a collaborative program between the two institutions for the following purposes deemed to be mutually beneficial to both parties.

This MOU sets forth the entire agreement of UCF and MES (Parties) and supersedes all previous agreements, prior negotiations, discussions, and proposals.

I. BACKGROUND AND PURPOSE

The parties believe that it is in their best interests to encourage direct contact and cooperation between their leadership, faculty members, departments, institutes, and other centers in order to foster the development of possible collaborative programs in educational areas to be agreed upon. This will be subject to availability of funding and the development of specific binding agreements. The parties have entered into this MOU for the purpose of setting forth their mutual understanding and agreement, with respect to such direct contact and the development of potentially sustainable collaborative programs.

UCF is an accredited, public state university with multiple campuses located in the Central Florida region. UCF has 13 colleges and offers numerous degree programs at all levels, including bachelor's, master's, specialist, and doctoral degrees.

Aruba's unique social-economic resources, a diverse multilingual population, and its commitment to invest in developing her human capital, provides valuable learning and opportunities for collaborative programing with UCF. The current population of Aruba is 110,000, together representing more than 90 nationalities. The economy of Aruba is mainly based on tourism, and almost all products are imported. Aruba is undergoing a transition period balancing the economic growth with a human centered approach. With its people's first approach, Aruba is committed to

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the implementation of sustainable development goals and has included nine accelerators in its National Strategic Plan. Aruba can provide research, exchange programs and collaboration opportunities in a safe and beautiful environment.

II. DISCUSSION AND DEVELOPMENT OF POSSIBLE COLLABORATION

The Parties agree to discuss and explore the development of any of the following general forms of cooperation:

- 1. Encourage and develop cooperation and exchanges for study, research and internships in STEM, teacher education, curriculum/program development, health, business, and hospitality. Other potential areas of focus may include arts and humanities, business and technology, education and counseling, natural and social sciences, and career development.
- 2. Collaborate on the development of program articulations for seamless transfer of credits and exchange of students by providing the information necessary to successfully develop, promote, and maintain programs.
- 3. Encourage and facilitate closer relationships between UCF, the Country of Aruba; University of Aruba (UA); Ministry of Education and Sport; secondary and other post-secondary institutions; appropriate educational organizations; economic organizations; and the private sector establishments involved in education.
- 4. Exchange of information in fields of interest to both parties.

The Parties anticipate that specific collaborative projects or activities that the Parties wish to implement will, as appropriate, be undertaken pursuant to future, specific agreements entered into according to applicable laws and rules of each Party.

III. TUITION REDUCTION AND ENROLLMENT COSTS

UCF will consider the following tuition reduction for qualified Aruban students:

- Aruban students who have been successfully admitted to UCF at the undergraduate level (for non-online programs) and who have earned a cumulative grade point average of 3.0 (Dutchsystem equivalency of 6.5) or higher in their last institution may be eligible for an out-of-state tuition waiver, via the Latin American and Caribbean (LAC) Scholarship plus an additional USD 500.00 award each semester, Fall and Spring semesters only.
- 2. There is an annual maximum of five (5) Aruban students to be awarded per academic year (academic cohort) for a total of three (3) cohorts.
- 3. The LAC Scholarship will be available/renewed for each eligible cohort student who continues to fulfill requirements as listed in Section IV below until degree completion (maximum four [4] years).
- 4. Aruban students receiving the LAC Scholarship shall be charged a reduced tuition rate equal to the Florida resident tuition rate, Fall and Spring semesters only.
- 5. Aruban students receiving the LAC Scholarship will also receive an award of USD 500.00 from UCF to be deducted from their tuition amount.
- 6. Students from Aruba shall be considered for the LAC Scholarship for which they meet eligibility criteria and complete scholarship application procedures as published on UCF Global's website: https://global.ucf.edu/programs/lac/.

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IV. **ELIGIBILITY CRITERIA FOR THE LAC SCHOLARSHIP**

To be eligible for the UCF resident tuition rate via the LAC Scholarship, all applicants from Aruba

- 1. Meet all requirements for international undergraduate student admission as published on UCF's website.
- 2. Must have a cumulative GPA of 3.0 (Dutch-system equivalency of 6.5) or higher during the entirety of the education period.
- 3. Must enroll full-time and abide by related immigration requirements as applicable.
- 4. Must provide proof of medical insurance that complies with university requirements.
- 5. Complete and comply with procedures and deadlines for fee payment to UCF.

٧. **GENERAL PROVISIONS**

- 1. Term and Termination of Agreement. It is understood this Memorandum of Understanding is not binding, and the implementation will commence on the date of later signature, and will continue thereafter for three (3) years, subject from time to time to revision or modification by mutual agreement. Representatives from both institutions will discuss the terms of a renewal at least six (6) months prior to the natural termination of the current Memorandum of Understanding. Any student enrolled at UCF at the moment of termination and meeting all renewal academic requirements, shall be able to complete the program under the same conditions as stipulated under Section III.
- 2. Amendment of Agreement. This Agreement may be amended at any time by the written agreement of both Parties. Any amendments to this Agreement shall be in writing and approved in the same manner as was used to approve this Agreement.
- 3. The two institutions will undertake, individually and jointly, to identify external sources of support for joint projects.
- 4. Indemnification. Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28, Florida Statutes.
- 5. The designated representatives of the parties for the purposes of monitoring and oversight of this Memorandum of Agreement are: the Director of the Department of Education (Aruba) and the Director, UCF Global.
- 6. The parties agree that participation in research programs is not covered by this agreement. Research must be covered in a separate agreement that needs to be approved by the UCF Office of Research.
- 7. Public Records. It is State of Florida policy that all public records of the State (including state university records) are open for personal inspection and copying by any person. This agreement between UCF and MES, written communications, and other documents, papers

- and other materials made in connection with the transaction of official business between UCF and MES are public records and required by Florida statute to be open to the public. This agreement therefore may be cancelled at any time for either UCF's or MES' refusal to allow public access to all documents, papers, letters, and other materials open to the public inspection under the State of Florida Public Records Law.
- 8. Each party agrees to protect the confidentiality of student education records in accordance with the laws applicable to that party.
- 9. Each party agrees that all information exchanged shall be used solely for the purposes enumerated in this agreement. Each party further agrees to comply with the data privacy laws and regulations applicable to that party with regard to its collection, use, sharing with third parties, disclosure, retention, re-use, and disposal of students' personal data.
- 10. UCF and MES agree and will ensure and communicate to their respective faculty, staff and students that such faculty, staff and students involved in the implementation of activities associated with this Agreement, will comply with all applicable United States export control laws, regulations and orders and that no party may export or allow the re-export of any export controlled information or item without prior U.S. government licensing or other authorization.
- 11. The parties further agree to comply with all applicable laws. The parties agree that participation in research programs is not covered by this Agreement. Research must be covered in a separate agreement that needs to be approved by the UCF Office of Research/Sponsored Programs.
- 12. The parties agree to comply with federal regulation Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 & 34 C.F.R. Part 106 (1972). Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex, including sexual harassment or sexual violence, and gender-based harassment or acts that target a person(s) based on their sex or gender status in education programs and activities that receive federal financial assistance. Therefore, the undersigned parties agree to their obligations that include, but are not limited to, reporting all that they know about a known or reported Title IX incident as soon as they know it to the UCF Title IX Liaison.
- 13. UCF does not discriminate in its employment and educational programs and activities on the basis of race, color, ethnicity, national origin, religion, non-religion, age, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability, or veteran's status. MES agrees to comply with this non-discrimination policy with respect to all of its decisions and actions regarding UCF students and employees, including requests for reasonable accommodations for qualified individuals based on disability, religious practices and/or pregnancy.
- 14. Each party to this Agreement hereby agrees that it shall not, in the performance of this Agreement or any act materially related thereto, whether directly or indirectly, commit or attempt to commit any act which is in violation of any applicable law, including, without limitation, the United States Foreign Corrupt Practices Act ("FCPA"). All parties confirm that they are committed to strict compliance with anti-corruption laws, including without limitation, the FCPA, as applicable to it. All parties hereby agree that they shall not: (a) make a payment of money or money's worth (such as a gift or a favor) or make an offer in this regard; (b) promise to pay or authorize the payment of any money or money's worth, to any government official or political party, or to any person while knowing that the same may have

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the effect of influencing decisions favorable to itself. It is expressly clarified that the parties do not approve of such practices and that any indulgence by one party in such malpractices will not be considered approved by any other party under any circumstance. Each party, upon reasonable cause to believe that another party has failed to comply with this provision, shall be entitled to audit the relevant records of the suspected party and the suspected party shall be obligated to offer reasonable cooperation. Any breach of this clause by any party shall be considered a material breach of this Agreement and, at the option of any non-breaching party, result in immediate termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year below.

University of Central Florida Board of Trustees

By:

Timothy Letzring, Vice Provost

Date: March 22, 2023

Ministry of Education and Sport of Aruba

By:

Endy Jan Hendrik Proes, Minister

Date: March 22, 2023