

**AGREEMENT FOR A PROGRAM OF ACADEMIC COOPERATION  
BETWEEN  
UNIVERSITY OF NORTH FLORIDA  
AND  
UNIVERSIDADE DO ESTADO DE SANTA CATARINA (UDESC)**

**THIS AGREEMENT** is made by and between The University of North Florida Board of Trustees, a public body corporate located in Jacksonville, Florida, United States of America, on behalf of its Coggin College of Business, (hereinafter "UNF") and Universidade do Estado de Santa Catarina (hereinafter "UDESC"), located in Avenida Madre Benvenuta, 2007, Itacorubi, Florianópolis, Santa Catarina, Brazil

**R E C I T A L S**

**WHEREAS**, cordial relations exist between UNF and UDESC; and

**WHEREAS**, UNF and UDESC desire to establish certain programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, educational exchanges, and cultural programs of mutual interest.

**NOW THEREFORE**, in contemplation of the relationship to be established and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0    GENERAL**

1.1    The primary objective of this Agreement is to create a means for cooperative efforts between UNF and UDESC to effect the academic interchange of faculty and students and academic and research information between the two educational institutions.

1.2    The parties agree that this Agreement will provide the foundation and framework for the particular projects developed by academic and administrative units from the two institutions and that other and future implementing project agreements will supplement or amend this Agreement.

1.3    In addition to the reciprocal exchange and hosting of students and faculty, UNF and UDESC may develop double degree educational programs, develop and organize executive or continuing education programs for the professional community, co-author publications, assist with student career placement, and organize cultural events utilizing the resources of either institution.

1.4    The parties agree that no portion of this agreement shall be construed to: (i) constrain the freedom of contract of UNF; (ii) allow the curriculum or values of the program described in this agreement to be directed or controlled by [the foreign country of concern as defined in Section 288.860, Florida Statutes]; or (iii) promote an agenda detrimental to the safety or security of the United States or its residents. Pursuant to Section 288.860, Florida Statutes, UNF is not permitted to participate in any program or agreement that can be so construed. In the event this agreement is so construed, this agreement may be terminated immediately upon notice by UNF. UNF does not accept anything of value conditioned on participation in a program or other endeavor to promote the language or culture of [the foreign country of concern as defined in Section 288.860, Florida Statutes].

## 2.0 TERM

2.1 The term of this Agreement shall be from July 2025 to July 2030.

2.2 The Term may be extended and such extension shall be effective upon the execution of an instrument renewing the Term executed by both parties. A party may refuse to extend the Agreement if it determines, in its sole judgment, that the performance under this Agreement has not been satisfactory or is not in its best interests.

2.3 Either party shall have the absolute right to terminate this Agreement with or without cause upon six (6) months prior written notice to the other party.

2.3.1 In the event of such termination, any individuals currently participating in an exchange under this agreement will be able to complete the term of their exchange without penalty due to the termination.

2.4 After the second year of this Agreement, UNF and UDESC may jointly review the provisions hereof and make any recommendations for revisions or modifications to this Agreement, if any, to their respective governing bodies.

## 3.0 ACADEMIC AND DISCIPLINARY RULES

Either party, at the request of the other, at any time during the Term, will provide to the requesting party a copy of its student handbook and faculty handbook, or equivalent materials, addressing policies covering matters of academic responsibility and social discipline. The academic requirements of both educational institutions shall be respected, and all current, applicable policies covering matters of academic responsibility and social discipline will be carefully followed. Each party reserves the right to withdraw or dismiss any student or faculty participant from its program or facilities if such participant's conduct or work is not in accordance with the policies or procedures of the institution or is detrimental to others. Any termination of an exchange participant will be executed only at the end of a specific work/school/academic period unless the termination is for breach of the Host Institution's rules, policies or procedures, in which event termination may be immediate. Each institution shall provide an orientation session and materials for exchange students and faculty, and each institution shall assure that all participants are made aware of those actions which may result in withdrawal or dismissal for cause.

## 4.0 INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL

4.1 The parties agree to the mutual exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

4.2 Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties. Title to all inventions and discoveries made solely by UNF inventors resulting from the Research Program shall reside in University; title to all inventions and discoveries made solely by UDESC inventors resulting from the Research Program shall reside in Sponsor; title to all inventions and discoveries made jointly by University and UDESC inventors resulting from the Research Program shall reside jointly in UNF and UDESC.

4.3 All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each party.

## 5.0 GENERAL STUDENT CONSIDERATIONS

In accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, its implementing regulations, 32 C.F.R. Part 99 ("FERPA"), Section 228.091, Florida Statutes, and UNF regulation, the parties agree to protect the confidentiality of student education records.

## 6.0 BUDGETARY CONSIDERATIONS

6.1 Resources for implementation of this Agreement may be contributed by either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement.

6.2 No implementation of any portion of this Agreement and no commencement of any specific projects under this Agreement shall be initiated by one party prior to a written agreement by the parties providing for the source of funding. Upon any determination by a party, subsequent to commencement of a specific project under this Agreement, that it lacks available funding to fulfill the obligations of that specific project, it shall immediately notify the other party.

## 7.0 INSURANCE

7.1 UNF, as a public body corporate, is self-funded for general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, to cover such liability caused by or arising out of actions, facilities, acts or omissions of its own directors, officers, agents and/or employees while acting within the scope of their employment by UNF. Evidence of such insurance shall be provided to UDESC upon request.

7.2 UDESC shall maintain, at its own cost and expense, general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, to cover such liability caused by or arising out of actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees while acting within the scope of their employment by UDESC. Evidence of such insurance shall be provided to UNF upon request.

7.3 UNF and UDESC further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## 8.0 RELATIONSHIP OF PARTIES

8.1 This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint venturers or agents as between the parties. The parties to this Agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this Agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation, and other employment-related taxes.

8.2 Each party may use the name of the other for the purpose of promoting the objectives identified in Section 1 of this Agreement.

## 9.0 GOVERNING LAW; FORUM

This Agreement shall be governed by and construed under the laws of the State of Florida with respect to UNF, and the laws of Brazil with respect to UDESC. The parties shall cooperate mutually to resolve any disputes or understandings by collaboration and discussion.

## 10.0 NOTICES

Any notice to either party hereunder must be in writing signed by the party giving it and mailed postage prepaid by U.S. Postal Service or its international equivalent first class, certified, or express mail and addressed as follows:

To UNF:  
University of North Florida  
Coggin College of Business  
1 UNF Drive

Jacksonville, Florida 32224-2645  
United States  
ATTN: Dr. Andrés Gallo  
Director, International Business Flagship Program

To UDESC:  
SCII – International Office  
Av. Madre Benvenuta, 2007 – Itacorubi  
Florianopolis, Santa Catarina, 88035-901  
BRAZIL  
ATTN: Julia Rodrigues  
Head of International Office

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

#### 11.0 ADDITIONAL TERMS OF AGREEMENT

11.1 Waiver. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or as a waiver of any other breaches of the same or other provisions of this Agreement.

11.2 Non-Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be binding upon the successors and permitted assigns of both parties.

11.3 Modification. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally, but may be amended by written agreement of the parties. Any amendment, supplement, waiver or change to this Agreement may be made effective at any time during the Term, as agreed in writing by the parties.

11.4 Non-Exclusive. This Agreement shall not be exclusive, and UNF and UDESC are free to establish relationships and enter into similar cooperative agreements with other institutions.

11.5 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 UNF and UDESC, written communications, and other documents, papers and other materials made in connection with the transaction of official business between UNF and UDESC 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 UNF's or UDESC 's 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.

Notwithstanding the preceding, UNF confirms its commitment that that the personal data of the professors and students, including both academic and non-academic data, will be subject to a suitable guarantee of confidentiality and protection within the general framework of legislation on confidentiality of student records under the State of Florida and the USA, and to the extent consistent with its equivalent in UDESC. UNF will inform its students and professors of the type of access that, according to the legislation of the State of Florida, can be afforded with respect to their personal data, and will obtain their consent as necessary.

UDESC, for its part, assumes the equivalent commitment according to its legal requirements and will obtain from its students and professors any consent required to provide to UNF the personal data that would be necessary to accomplish the purposes of this agreement.

11.6. Authority. The parties acknowledge that those individuals signing this Agreement are fully authorized to sign on behalf of their respective institutions and are empowered to bind their respective institutions for all purposes set forth in this Agreement.

11.7. Equal Opportunity. Both institutions subscribe to a policy of equal opportunity and will not discriminate and/or harass on the basis of age, race, color, religion, creed, ancestry, physical or mental

disability, national origin, citizenship status, sex, gender identity, gender expression, sexual orientation, marital status, genetic information, AIDS/HIV status, sickle cell trait, veteran status or any other basis protected by federal, state or local law. In addition, the institutions will not permit retaliation against any individual who complains of discrimination, harassment, or who otherwise engages in protected activity.

11.8 Force Majeure.

- a. Neither UDESC nor UNF shall be liable for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event").
- b. In the case of a Force Majeure, UDESC and/or UNF students will abide by the rules, protocol, and procedures of the host institution.
- c. In the event of a Force Majeure in which UDESC and/or UNF switches the modality of instruction to virtual, this clause will enable students to take online courses from the participating institutions, thus enriching their educational program without needing to travel to the partner institution. In such case, the virtual classes will count towards the exchange balance between the schools. This clause can be applied on a case-by-case basis, if agreed upon between the partner institutions in writing.
- d. In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the institution.

**IN WITNESS WHEREOF**, the authorized representative(s) of UNF and UDESC have executed this Agreement in two counterparts.

**The University of North Florida  
Board of Trustees**



By: \_\_\_\_\_  
Dr. Karen Patterson, Ph.D.  
Provost and Vice President of Academic  
Affairs and Student Affairs

Date: August 9, 2025



By: \_\_\_\_\_  
Dr. Albert Loh  
Interim Dean  
Coggin College of Business

**The Universidade do Estado de Santa Catarina  
(UDESC)**

By: \_\_\_\_\_  
Dr. José Fernando Fragalli, Ph.D.  
Rector

Date: \_\_\_\_\_



## Assinaturas do documento



Código para verificação: **YC9B857K**

Este documento foi assinado digitalmente pelos seguintes signatários nas datas indicadas:



**JOSE FERNANDO FRAGALLI** (CPF: 030.XXX.838-XX) em 01/08/2025 às 14:18:19

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