



Memorandum of Cooperation and International Exchange Agreement



between

UNIVERSIDADE DO ESTADO DE SANTA CATARINA

and

BRIDGEWATER STATE UNIVERSITY

This Memorandum of Cooperation and International Exchange Agreement (Agreement) is entered this _____ day of _____, 20__, by and between Universidade do Estado de Santa Catarina (UDESC), Av. Madre Benenuta, 2007 – Itacorubi, CEP 88.035-901 – Florianópolis/SC and Bridgewater State University (BSU), public institution of higher education and agency of the Commonwealth of Massachusetts with an address of 131 Summer St., Bridgewater, MA 02325, United States of America.

WHEREAS UDESC and BSU, recognizing the educational and cultural value of faculty and student exchanges, have agreed to establish arrangements for the reciprocal exchange of faculty and students for durations detailed in this Agreement,

NOW IT IS HEREBY AGREED as follows:

1. The Reciprocal Exchange of Faculty

- a. Each institution shall nominate up to two (2) faculty per year for the exchange
- b. Length of the exchange shall be a minimum of three (3) weeks' to a maximum of twelve (12) months' stay.
- c. Housing shall be provided by each of the Host institutions at no cost to the faculty member if available. BSU's Scholar House cannot accommodate anyone under the age of 18.
- d. The Host Institution shall provide a stipend to the faculty who are assigned to teach a specific course or courses. The stipend shall be based on the number of courses assigned to the faculty member.
- e. Exchange faculty shall be responsible for the cost of their travel and living expenses.

2. The Reciprocal Exchange of Students

- a. Each institution shall nominate up to five (5) suitably qualified students per year for the exchange with the other institution. This can include undergraduate and graduate student nominees if either institution has eligible and interested candidates. For graduate exchange nominees to BSU, nominees will need to be vetted through the College of Graduate Studies and relevant faculty, and are subject to departmental approval.
- b. Each institution will nominate candidates with the understanding that students are in good academic standing at their Home Institution.

- c. Candidates for exchange must satisfy the admissions requirements of non-degree student admissions standards including, but not limited to, language proficiency requirements, qualifying grades, and financial support.
- d. Candidates will have completed at least one year at their Home Institution.
- e. Each nominated student shall:
 - i. complete the Host Institution's required application materials as indicated by the Host Institution;
 - ii. provide evidence that the student satisfies the language proficiency requirement of the Host Institution, where appropriate;
 - iii. provide all necessary documents in English (BSU) or other indicated language (UDESC); and
 - iv. acquire or provide payment for medical insurance as required by the Host Institution.
- f. While each institution agrees in good faith to respect the other's nominations, the decision as to whether those students can be offered a place on its exchange program is entirely within the discretion of the Host Institution.
- g. Students will remain enrolled as regular degree-seeking candidates at their Home Institutions and are not eligible for a degree at the Host campus.
- h. The exchange shall be for the period of either a semester of the academic year of the Host Institution or such other period as may be mutually agreed upon between the Parties, such as a summer travel course option.
- i. In order to achieve financial balance for student exchange, BSU can send students or faculty for short-term visits and be subsidized by UDESC at a reduced cost in lieu of a semester exchange. It is understood that the number of students accepted for a summer or winter travel course option would include no more than fifteen (15) students.
- j. Each student shall be entitled to receive the same academic resources and support services as any other full-time student of BSU or UDESC respectively, except where those resources may not be available for reasons beyond the control of the Institution.

3. Financial Costs and Responsibilities of Student Participants

- a. Academic Credit and Associated Fees
 - i. Students shall obtain official approval from their Home Institution for the units, modules, or subjects taken at the Host Institution and shall ensure that they take the required number of units, modules, or subjects as designated by the Home Institution.
 - ii. Students shall also ensure that they take the required number of units, modules, or subjects necessary to be registered as full time students of the Host Institution.

- iii. Students in the exchange program shall pay academic fees associated with regular tuition to their Home Institution.
 - iv. Students may be required to pay any student life, service, and/or activity fees at the Host Institution.
- b. Accommodations and Living Expenses
- Students shall be responsible for their own accommodations and living expenses, including food/meal plans, costs of books, stationery, and travel to and from the Host Institution.
- c. Health Insurance
- Students are responsible for maintaining health insurance that meets the Host Institution and government requirements. For incoming students to BSU, BSU health insurance is required; exceptions can be made if an equivalent plan is obtained and pre-approval from BSU is granted.
- d. Visa/Immigration Documents
- Student participants are responsible for completing immigration procedures required to study at the Host Institution. Student participants are responsible for providing documentation of having sufficient financial resources for the period of stay. The Host Institution will provide the necessary admissions documents to enable exchange students to apply for relevant visas. Students are responsible for all immigration and visa processes and associated costs.

4. Responsibilities of the Home Institution

The Home Institution shall have the responsibility in respect to all issues relating to credits and the units, modules, or subjects undertaken by their students while on exchange.

5. Responsibilities of the Host Institution

The Host Institution will provide incoming students with the following programs and services:

- a. Student Accommodations.
 - i. The Host Institution shall provide on-campus accommodations or assistance in securing appropriate housing.
 - ii. The Host Institution shall make students aware that they are responsible for all costs associated with accommodations and meals (e.g., dining plan, where applicable).
 - iii. Students attending BSU shall also be made aware that there is no housing available during the four (4) -week semester break from late December to late January. Students are responsible for all costs associated with alternative housing.
- b. Information on health insurance requirements.

- c. Academic and other advisory services.
- d. Access to university facilities as full members of the Host Institution, including library, sports, student health clinic, and student union facilities and organizations.
- e. Each year both institutions will provide necessary details of the academic year, course descriptions, handbooks and all other information to enable students to make an informed choice of subjects to be taken at the Host Institution.

6. Confidentiality of Student Records

- a. Each institution will secure a release from its students participating in the exchange program authorizing the exchange of information protected from disclosure under the U.S. Family Educational Rights and Privacy Act between the two institutions for purposes of this exchange program.
- b. The Host Institution will provide the Home Institution with transcripts and documentation regarding the students' academic performance during the exchange or degree program period; however, since U.S. laws protect the privacy of student education records, UDESC may not disclose education records of a student enrolled as an exchange student without the student's written permission.

7. Academic and Disciplinary Rules

The academic requirements of both educational institutions shall be respected and all current, applicable policies covering matters of academic responsibility and behavioral discipline will be distributed to the other Party and carefully followed.

8. Institutional Laws, Rules, and Regulations

- a. All individuals participating in exchanges will be subject to the rules and regulations of the Host Institution and to the laws of the Host Nation. Neither Host nor Home Institution assumes responsibility for the conduct or behavior of exchange participants.
- b. Each institution reserves the right to dismiss exchange participants for violations of rules or regulations, including but not limited to academic and personal misconduct.
- c. Violation of local laws committed in the Host nation may subject the student to immediate dismissal and/or termination from the exchange program. Such dismissal or termination may also negatively affect the individual's immigration status.
- d. The dismissal or termination of an exchange participant shall not abrogate this agreement or arrangements regarding other students or faculty from either institution.

9. Nondiscrimination, Harassment and Retaliation

The Parties agree to comply will all laws, rules, regulations and institutional policies prohibiting discrimination, harassment and retaliation on the basis of membership in a protected class. Each institution will distribute to the other copies of all institutional polices regarding prohibited discrimination, harassment and retaliation, and will carefully follow them.

10. Liabilities

No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange. Neither institution shall be liable for the acts of the other, nor shall they be liable for the acts of students participating in academic studies pursuant to this Agreement.

11. Duration, Renewal, Amendment, and Termination

- a. This Agreement shall take effect upon the approval of the appropriate authorities of both Parties.
- b. This Agreement shall remain in force for a period of five (5) years and may be renewed by mutual consent.
- c. This Agreement may be amended or supplemented only by the written agreement of the Parties, executed by its duly authorized representatives.
- d. The Parties shall confer concerning the renewal of this Agreement and/or any relevant addenda no later than six (6) months prior to its expiration.
- e. Either Party to this agreement may terminate this Agreement by giving six (6) months' notice in writing to the other.
 - i. Unless said notice expressly states to the contrary, termination of this Agreement shall not affect activities in progress pursuant to subsequent written agreements between the Parties, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing.
 - ii. More specifically, if the notice to terminate is given while students are on an exchange, the students shall be entitled to complete the exchange, notwithstanding that the completion of the exchange would be after the termination of this Agreement.

12. Notices. All notices under this MOU must be in writing to the Parties below:

For UDESC:

Julia Bittencourt
SCII - Secretaria de Cooperação
Internacional / International Office -
EducationUSA
UDESC - Universidade do Estado de
Santa Catarina
Av. Madre Benvenuta, 2007 - Itacorubi
CEP 88.035-901 - Florianópolis/SC

Tel +55 (48) 3664 8083
Email: scii@udesc.br

For BSU:

Dr. Wing-kai To
Assistant Provost for Global Engagement
& Senior International Officer
Bridgewater State University
25 Park Terrace
Bridgewater, MA 02324, USA

Tel: 508-531-2318
Email:wto@bridgew.edu

13. Entire Agreement and Modification

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise. No additions, modifications, or amendments shall be effective unless in writing and executed by the Parties.

14. Non-Assignment

This Agreement may not be assigned by either Party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

15. Non-Exclusivity

Nothing in this Agreement shall create an exclusive relationship between the Parties. The Parties hereto shall be free to enter into relationships with any other university or institution of their choosing without any accountability to the other Party hereto.

16. Relationship of the Parties

This Agreement shall not be construed to create a relationship of partners, brokers, employees, or agents between the Parties. The Parties to this Agreement are acting as independent contractors.

17. Use of Institutional Names: Advertising and Publicity

Neither Party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any external advertising, promotion or sales literature without first obtaining the written consent of the other institution.

18. Disputes


In case of any dispute regarding the students or the Agreement, both Parties shall agree to attempt to resolve the matter together in a cooperative spirit.

The undersigned Parties have executed duplicate original copies of this Agreement first written above as of the Effective Date.

Universidade do Estado de Santa
Catarina

Bridgewater State University

By: Dilmar Baretta
Its: Rector



By: Frederick W. Clark, Jr., Esq.
Its: University President

Date:

Date: 1-17-22