**MEMORANDUM OF UNDERSTANDING**

**BETWEEN UNIVERSITY OF SOUTH FLORIDA**

**AND SEMINOLE STATE COLLEGE OF FLORIDA**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into this \_\_\_ day of \_\_\_\_\_, 2017 (“**Effective Date**”) by The University of South Florida Board of Trustees, a public body corporate (hereinafter, “**USF**”), part of Florida’s State University System (SUS), with its principal place of business located at 4202 E Fowler Ave, Tampa, FL 33620, and Seminole State College of Florida (hereinafter, “**Seminole State**”), a political subdivision of the state of Florida, whose address is of 100 Weldon Boulevard, Sanford, FL, 32773 (collectively referred to as the “**Parties**” and individually as “**Party**”).

**WHEREAS**, the purpose of this MOU is to encourage graduate level education in cybersecurity among alumni of Seminole State’s Bachelor of Science in Information Technology (BSIT) program. Accordingly, USF shall waive the pre-admission GRE requirement for graduates of Seminole State’s BSIT program who satisfy admission criteria for USF’s Master of Science in Cybersecurity.

 **NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**General Terms and Conditions**:

1. This MOU becomes effective upon the Effective Date. Either Party may terminate this MOU upon thirty (30) days prior written notice to the other Party. Notwithstanding any other term provided for herein, USF may terminate this MOU immediately upon written notice to Seminole State in the event USF deems this MOU in violation of any law or regulation adversely affecting its accreditation, or any license or exemption issued by a Federal or State educational board or commission.
2. USF hereby agrees to waive the pre-admission GRE requirements for graduates of Seminole State’s BSIT program if said graduates satisfy the admission criteria for USF’s Master of Science in Cybersecurity as the same may change from time to time.
3. USF may use Seminole State’s name verbally for reference purposes only. Subject to prior review and written approval by Seminole State, in each instance of use, USF may use Seminole State’s trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed mark or intellectual property for reference purposes. Seminole State reserves the right to revoke said approval at any time, for any or no reason, upon written notice to USF. Seminole State may use USF’s name verbally for reference purposes only. Subject to prior review and written approval by USF, in each instance of use, Seminole State may use USF’s trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed mark or intellectual property for reference purposes. USF reserves the right to revoke said approval at any time, for any or no reason, upon written notice to Seminole State.
4. Each Party agrees to abide by all applicable Federal, State and local laws.
5. This MOU does not create any rights, title, or interest, or any entity other than USF and Seminole State.
6. All applicants seeking the GRE waiver must provide transcripts showing graduation from Seminole State’s BSIT program to confirm eligibility.
7. Each Party acknowledges and agrees that each is an independent contractor, and nothing in this MOU will be construed to create a business partnership, join venture, or agency relationship between the Parties.
8. All educational and administrative student services will be governed by USF Policies and Procedures, as the same may be amended from time to time.

**Termination and Revision**

1. This Agreement shall remain in force for ( ) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the ( ) year period, this Agreement may be renewed by mutual written consent.
2. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing.

**General Provisions**

1. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act (“FERPA”), and to work together to facilitate the parties’ obligations under those laws and regulations.
2. Notices:  All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

**The University of South Florida**:

Dr. Ralph C. Wilcox

Provost and Executive Vice President

4202 E. Fowler Avenue, CGS 401

Tampa, Florida 33620

rcwilcox@USF.edu

**With Copy to**:

Office of the General Counsel

Hilary Black

Associate General Counsel

4202 E. Fowler Avenue, CGS 301

Tampa, Florida 33620

813-974-0749

813-974-5236 (facsimile)

hblack@USF.edu

**(ENTITY NAME)**

(Name)

(address)

(number)

(email)

**With Copy to**:

(Name)

(address)

(number)

(email)

1. Application of Florida Law:  This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough, County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
2. Severability:  If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
3. Successors and Assigns:  Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
5. Entire Agreement:  This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the parties relating to the subject matter herein

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**SIGNATURES OF REPONSIBLE AUTHORITIES**

**SEMINOLE STATE COLLEGE OF FLORIDA**

By:

Name:

Its:

**THE UNIVERSITY OF SOUTH FLORIDA BOARD**

**OF TRUSTEES, A PUBLIC BODY CORPORATE**

By:

Name: \_

Its: