MEMORANDUM OF AGREEMENT BETWEEN
THE UNITED STATES AIR FORCE ACADEMY AND
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
FOR
STUDENT EXCHANGE PROGRAM
AGREEMENT NUMBER #002

This MEMORANDUM OF AGREEMENT ("MOA") is made and entered into between the UNITED STATES AIR FORCE ACADEMY ("USAFA") and THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida ("USF"). When referred to collectively, the United States Air Force Academy and the University of South Florida Board of Trustees are referred to as the "Parties".

WHEREAS, USF’s Air Force Reserve Officer Training Corps (AFROTC) Detachment 158 and USAFA have a unique opportunity to create a student exchange program (the "Program"); and

WHEREAS, the parties recognize the value of enhanced educational opportunities for their students and desire to enter into this Agreement to set forth the terms and conditions of their participation in the Program.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

1. BACKGROUND: This memorandum will dictate the terms and conditions of the overall program beginning with the Fall semester of 2015, during which time USAFA will send one student to USF for enrollment in the institution and participation with the AFROTC Detachment, and USF will send one student to USAFA for enrollment in the institution and participation with a Cadet Squadron. The exchange program will only occur during the Fall academic term of each year. The cross flow of both AFROTC and USAFA cadets may vary each year, but the details outlined in this MOA will cover the logistical considerations for both institutions with regards to inbound and outbound cadets.

2. AUTHORITIES: This MOA is based on the authority and guidance set forth in Department of Defense Instruction (DODI) number 4000.19 as well as Air Force Instruction 36-204.

3. PURPOSE: The purpose of this MOA is to describe the roles and responsibilities of USAFA and USF in the execution of this Program.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The United States Air Force Academy will—

4.1.1. For AFROTC cadets attending the USAFA:

4.1.1.1. Admit the USF Student on a non-fee paying basis.

4.1.1.2. Provide lodging in the cadet dormitories within the assigned Cadet Squadron.

4.1.1.3. Provide routine/minor medical and dental work for the semester to the USF student.

4.1.1.4. Provide background checks and security access to cadets, to include computer use and identification cards to the USF student.
4.1.1.5. Administer discipline under the Cadet Sight Picture and Cadet Discipline System for the USF student.

4.1.1.6. Administer the honor oath to USF students who will be subject to the USAFA Honor Code. In the case of an alleged honor violation, an honor investigation, if warranted, will be conducted by USAFA. Recommendations will then be made to USF, HQ AFROTC, and Detachment 158.

4.1.1.7. Arrange with HQ AFROTC the provision for all meals at Mitchell Hall for the USF Student.

4.1.1.8. Payment of tuition and lodging will be made by USAFA.

4.1.1.8.1. Meals at Mitchell Hall, travel costs, and continuation of the AFROTC monthly stipend will be made by HQ AFROTC.

4.1.1.8.2. Payment of other financial obligations, such as fees incurred from participation in optional activities, will be made by the USF cadet.

4.1.1.9. Forward grade reports of the USF student to USF.

4.1.1.10. Grant the USF student access to all privileges, facilities, accommodations, amenities, and activities available to all students of USAFA on the same basis and at the same additional cost, if any.

4.1.1.11. Provide orientation to the USF student to include health, safety, and cultural adjustment information.

4.1.1.12. Provide information about and assistance with course registration, which may be presented before or during orientation.

4.1.2. For USAFA cadets attending USF:

4.1.2.1. Nominate and select one student to attend USF and participate in the training program of Detachment 158.

4.1.2.2. Ensure payment of all fees, lodging, travel costs, meal costs, and any other financial obligations.

4.1.2.2.1. Payment of lodging, travel costs, and reimbursement of meals and mandatory student fees will be made by USAFA.

4.1.2.2.2. Payment of other financial obligations, such as fees incurred from participation in optional activities and parking fees, will be made by the cadet.

4.1.2.3. Choose courses from the regular catalog offerings from USF.

4.1.2.4. Require selected student to participate with USF’s AFROTC Detachment 158.
4.1.2.5. Ensure the selected student has completed necessary coordination between USAFA's 10th Medical Group and the Military Treatment Facilities (MTF) available near USF.

4.1.2.6. USAFA will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act. USAFA agrees not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, gender, sexual orientation or veteran status.

4.1.2.7. USAFA will appoint an Exchange Coordinator ("EC") responsible for dealing with matters related to the Program.

4.2. The University of South Florida will—

4.2.1. For USAFA cadets attending USF:

4.2.1.1. Admit the USAFA cadet on a non-fee paying basis and as a non-degree seeking student.

4.2.1.2. Not impose restrictions on courses to the USAFA student after the semester has begun.

4.2.1.3. Forward grade reports of the fee-paying student to USAFA.

4.2.1.4. Grant the USAFA student access to all privileges, facilities, accommodations, amenities, and activities available to all students of USF on the same basis and at the same additional cost, if any.

4.2.1.5. Provide orientation to the USAFA student to include health, safety, and cultural adjustment information.

4.2.1.6. Provide information about and assistance with course registration, which may be presented before or during orientation.

4.2.1.7. Ensure payment of tuition for one USAFA cadet.

4.2.1.8. Comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act. USF agrees not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, gender, sexual orientation or veteran status.

4.2.1.9. Appoint an Exchange Coordinator ("EC") responsible for dealing with matters related to the Program. During the Exchange Students' stay at USF and before their arrival, the EC will assist Exchange Students and will be available to answer Exchange Students' questions regarding Program matters. USF will be available to assist Exchange Students in emergency situations, including but not limited to family emergency, natural disaster, mental health crisis, or serious
injury or illness. In some cases, this may consist of directing Exchange Students to existing institutional resources.

4.2.2. For USF cadets attending USAFA:

4.2.2.1. Detachment 158 will nominate and submit one USF AFROTC cadet to HQ AFROTC for consideration for each Fall exchange.

4.2.2.2 The USF cadet, in conjunction with his/her academic advisor, will choose courses from the regular catalog offerings from USAF.

5. PERSONNEL: USAFA is responsible for all costs of the USAFA cadet, including pay and benefits, support, and travel. HQ AFROTC is responsible for all costs of the AFROTC cadet, including the AFROTC stipend, support, and travel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For USAFA—

6.1.1.1. LtCol Sierra Suhajda, (719) 333-4725
6.1.1.2. Maj Erik Fisher, (719) 333-3874

6.1.2. For USF—

6.1.2.1. W. Robert Sullins, Dean for Undergraduate Studies, (813) 974-4051
6.1.2.2. Nick J. Trivunovich, VP for Business and Finance, (813) 974-3297

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the USAFA, to—

6.2.1. USAFA/Commandant of Cadets - CWD
2354 Fairchild Drive, Suite 6A28
USAF Academy CO 80840-6260
E-mail: Sierra.Suhajda@usafa.edu

and, if to USF, to—

6.2.2. W. Robert Sullins, Dean for Undergraduate Studies
University of South Florida
4202 East Fowler Avenue, SVC 2002
Tampa, FL 33620
E-mail: rsullins@usf.edu

or as may from time to time otherwise be directed by the Parties.
6.3. REVIEW OF AGREEMENT: An annual review will be completed to determine if any additional changes or updates should be made to this program.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter. This MOA supersedes all prior negotiations, discussions, correspondence, communications and prior MOAs among the parties relating to the subject matter herein.

6.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.9. EXPIRATION DATE: This Agreement expires on 1 January 2020.

6.10. The parties have set forth the terms, conditions and responsibilities in the MOA in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this MOA effective immediately upon written notice.

6.11. USF shall not use USAFA trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed USAFA mark or intellectual property in any manner without the prior written consent from USAFA of such use. USAFA shall not use USF trademarks, trade names, service marks, brand names, domain names, URL's or Logo's or any other licensed USF mark or intellectual property in any manner without the prior written consent of USF of such use.

6.12. SEVERABILITY: If any term or other provision of this MOA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this MOA 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 MOA 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.

6.13. SUCCESSORS AND ASSIGNS: Each and all of the covenants, terms, provisions, and MOAs contained in this MOA shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this MOA, their respective successors and assigns. No party may
assign this MOA (by operation of law or otherwise) to any Person without the prior written consent of the other party.

6.14. COUNTERPARTS: This MOA 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 MOA.

7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using the Government Purchase Card (GPC) from the Cadet Wing (CW), or another form of payment if it is determined that the GPC will not suffice. NOTE: GPC one-time limit increase may be required. The obligation of funds by Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The USF will bill the USAFA for the cost of any applicable fees at the beginning of the semester. A record of the transaction will be sent to the USAFA within 30 days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS: The USAFA Financial Management office will forward payments, along with a copy of billed invoices, to USF within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.
IN WITNESS WHEREOF, the Parties here to have made and executed two original agreements on the following date.

AGREED:

For THE USAF

[Signature]

Michelle D. Johnson
(Typed Name)

Lieutenant General, USAF
Superintendent
(Rank/Title)

2 2 JAN 2016
(Date)

For THE UNIVERSITY OF SOUTH FLORIDA, BOARD OF TRUSTEES, a public body corporate

[Signature]

Ralph Wilcox
(Typed Name)

Provost & Executive Vice President
(Rank/Title)

2/15/16
(Date)

For THE UNIVERSITY OF SOUTH FLORIDA, UNDERGRADUATE STUDIES

[Signature]

W. Robert Sullins
(Typed Name)

Dean
(Rank/Title)

26 Jan 2016
(Date)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Hillary Black, JD, MPH
Associate General Counsel - University of South Florida

1-29-16