Exhibit A

AGREEMENT FOR A PROGRAM OF ACADEMIC COOPERATION

THIS AGREEMENT is made by and between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate of the State of Florida, (hereinafter the "University" or "Home Institution") and Nova Southeastern University (hereinafter "Contracting Institution" or "Host Institution").

RECIPIENTS

WHEREAS, cordial relations exist between the University and Contracting Institution; and

WHEREAS, the University and Contracting Institution desire to establish certain exchange programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational 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 the University and Contracting Institution 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 is incorporated into, and will provide the foundation and framework for, the particular projects developed by academic and administrative units from the two institutions and memorialized in other and future implementing project agreements.

1.3 The Contracting Institution will provide instruction using distance learning formats. Neither University nor the Contracting Institution faculty will be required to visit the campus of the other. The Contracting Institution will not send on-campus students to the University's campus(es).

1.4 In addition to the distance learning instruction, the University and Contracting Institution may jointly develop common educational programs, develop and organize executive or continuing education programs for the professional community, co-author publications and assist with student career placement.

2.0 TERM

2.1 This Agreement, when executed by the parties, shall become effective as of the date of the final signature on page 6 and shall continue for a period of three Years ending on December 31, 2005. The Agreement may be renewed on a yearly basis for no more than two (2) years or for a period no longer than the term of the original Agreement, whichever period is longer, by mutual consent of the University and Contracting Institution. Renewals shall be in writing and subject to the same terms and conditions set forth herein, and shall be contingent upon a satisfactory performance evaluation by the parties.
2.2 Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. Such termination shall not become effective as to students already enrolled and participating in the program until they have had an opportunity to complete the program at the Host Institution to meet the course of study requirements for the transfer of credit, unless such termination is in accordance with Paragraph 4.0 of this Agreement.

2.3 The number of participating students and/or faculty is to be determined at the beginning of each "Academic Year." For the purposes of this Agreement and throughout the duration hereof, an Academic Year shall consist of three (2) semesters (First/Fall, Second/Spring and Third/Summer, each consisting of approximately 14 weeks) beginning at the start of the First Fall Semester for each institution and conclude after the final examination period for the Second/Spring Semester. Each party shall promptly notify the other of any changes in its academic calendar.

2.4 After the second Academic Year of this Agreement, the University and Contracting Institution shall review the provisions hereof and make any recommendations for revisions or modifications to this Agreement, if any, to their respective governing bodies.

3.0 EXCHANGE OF STUDENTS

3.1 Students shall be selected for participation in full-time or part-time, residential study at the Host Institutions at the joint discretion of the University’s Dean of the College of Professional Studies and the Dean for Abraham S. Fischler Graduate School of Education and Human Services (applicable program) at Contracting Institution. Students selected must meet all admission standards of the Host Institution and obtain all required approvals from the Home Institution.

3.2 Participating students shall register through the Contracting Institution’s normal processes and shall pay tuition and fees equivalent to current out-of-state graduate level tuition rate offered at their Home Institution. Host Institution may charge or assess participating students for any further or additional tuition or fees, such as lab fees, associated with the courses in which they are enrolled at Host Institution.

3.3 Students shall be solely responsible for the cost of their accommodation, living expenses, insurance, travel, books, supplies, personal activities, and all other and additional expenses associated with participating at the Host Institution.

3.4 Each student accepted by Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.

3.5 It is not anticipated by the parties that either institution will collect tuition and/or other student payments to be transferred to the other institution. However, should this be required, the institution collecting the student payments shall maintain at its principal place of business for the term and any renewal terms, business records, books, and account information related to such student payments which the other institution shall have the right to review with advance notice during normal business hours.

3.6 To assist in the determination of course equivalencies, each party shall provide the other with current syllabi and the curriculum vitae, or other similar documents, of instructors teaching participating students.
3.7 Participating students at the Host Institution shall take a substantially equivalent total number of credit hours of instruction.

3.8 Graduate Exchange.

3.8.1 Postgraduate students from Contracting Institution who have successfully completed the prerequisite requirements for the Masters Degree in Speech and Language Pathology Program may participate in an exchange at the University at the graduate level. These graduate students may spend one (1) Academic Year or one (1) semester at the University where they will participate in the Master’s Degree in Speech and Language Pathology Program of the Contracting Institution.

3.9.2 Courses may be scheduled at any University campus (Pensacola, Fort Walton Beach or UWF-Chipola University Center) as appropriate subject to specific plans outlined in the implementing project agreement or amendments thereto.

4.0 ACADEMIC AND DISCIPLINARY RULES

The parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed. Each party shall reserve the right to withdraw any student or faculty participant from its facilities whose conduct or work is not in accordance with the policies and procedures of the institution or is detrimental to others. Any termination of an exchange participant will generally be executed only at the end of a specific work/school/academic period, except for terminations for cause in accordance with the Host Institution’s rules, which may be immediate. Each institution shall provide an orientation session/materials for exchange students and faculty and shall assure that all participants are made aware of those actions which may result in dismissal for cause.

5.0 EXCHANGE OF FACULTY

The process for establishing an exchange of faculty members shall be specified in the implementing project agreement subject to the following general provisions:

5.1 Interested faculty member’s department submits teaching and/or research proposals to their own Institution’s academic officers for review and approval of concept. Proposals must include explanation of the source and method of compensating and funding the expenses of, visiting faculty members.

5.2 Approved proposals and the proposing faculty member’s credentials are sent to their counterpart faculty member(s) and academic officers for review and approval by the other institution.

5.3 If there is mutual interest, the proposed academic officers of the Host Institution shall contact the proposing faculty member(s) and their academic officials, giving a fuller outline of the terms and conditions under which the visit would take place.

5.4 The purpose of any such visit must be teaching or cooperative research.

5.5 University faculty participation shall be in accordance with Florida law, University and Board of Trustees’ rules, policies and procedures and applicable bargaining agreements.
6.0 INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL

6.1 All publications resulting from the collaboration between the two institutions under the terms and conditions of this Agreement must give recognition to this Agreement therein. Likewise, this Agreement must also be mentioned in all courses and formal presentations which result from collaboration under the terms hereof.

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

6.3 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.

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

7.0 BUDGETARY CONSIDERATIONS

Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by University in order to implement this Agreement and funding for such purposes is not appropriated to the University or is not otherwise available to the University, the University shall have no further financial obligations upon such determination. Should either the University or Contracting Institution lack the available funding needed to carry out any obligations of a particular exchange effort conducted under this Agreement, the party so lacking shall immediately notify the other party of such fact and identify such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

8.0 INSURANCE

8.1 Contracting Institution 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. Evidence of such insurance shall be provided to the University upon request.

8.2 The University warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University. The University and Contracting Institution 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.
9.0 RELATIONSHIP OF PARTIES

9.1 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 their own employees’ withholding taxes, workers’ compensation, and other employment-related taxes.

9.2 Use of Institutions’ Name; 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 advertising, promotion or sales literature without first obtaining the written consent of the other institution. However, each party agrees to use its best efforts to promote this program and recruit students on an equal basis with other study programs available to their students. Each party shall provide, at least annually to the other, current catalogs, informational brochures, and other appropriate materials to assist the Home Institution in promoting the Host Institution.

10.0 GOVERNING LAW; FORUM

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

11.0 NOTICES

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

To University:
University of West Florida
College of Professional Studies
11000 University Parkway
Pensacola FL 32514-5750
Attention: Janet K. Pilcher, Acting Dean

To Contracting Institution
Nova Southeastern University
Communication Science and Disorders
1750 NE 167th Street
North Miami Beach FL 33162
Attention: Shelley Victor, Associate Director

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.

12.0 ADDITIONAL TERMS OF AGREEMENT

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

12.2 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.
12.3 Modification. Upon mutual written consent of the University and Contracting Institution, revisions to the Agreement may be made effective either at the beginning of or during a contract year. This Agreement may be modified to include additional colleges, departments or academic units by mutual consent of the parties.

12.4 This Agreement shall not be exclusive, the University and Contracting Institution being free to establish relationships and enter into similar cooperative agreements with other institutions.

12.5 Public Records. The University may unilaterally cancel this Agreement at any time for Contracting Institution'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.

IN WITNESS WHEREOF, the authorized representative(s) of the University and Contracting Institution have executed two (2) copies of this Agreement on this day of __________, 2002.

THE UNIVERSITY OF WEST FLORIDA
By: [Signature]
Parks E. Daniels, Provost and Executive Vice President
Division of Academic Affairs

Date: 5/17/02

By: [Signature] Witness

By: [Signature] Witness

Approved for form and legality.
By: [Signature] 5/17/02
Office of General Counsel

FID #: 59-2976783

NOVA SOUTHEASTERN UNIVERSITY
By: [Signature]

Type Name: [Redacted]
Type Title: [Redacted]

Date: 6/5/02

By: [Signature] Witness

By: [Signature] Witness

FID #: 59-1383502