



**Office of the President  
University Policy**

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| <b>SUBJECT:</b><br>INTERNATIONAL AGREEMENTS | <b>Effective Date:</b><br>10/27/25   | <b>Policy Number:</b><br>8.7 |                |
|   | <b>Supersedes:</b><br>New  | <b>Page</b><br>1             | <b>Of</b><br>6 |
|   | <b>Responsible Authority:</b><br>Chief Compliance and Ethics Officer<br>Center for Global Engagement |                              |                |

**APPLICABILITY/ACCOUNTABILITY:**

This policy is applicable to all University faculty, staff, colleges, departments and units.

**POLICY STATEMENT:**

The University embraces the importance of making agreements with international partners across the world. Nevertheless, any such agreement must be made in accordance with all applicable federal and Florida laws and regulations. International agreements incur additional risk for the University than an agreement with other entities operating under the laws of the United States. Establishing a standardized review process for all international agreements will better ensure that stakeholders University wide can mitigate and resolve risks while effectively achieving Florida Atlantic University's (FAU) mission on the global stage. This policy establishes the procedures which all representatives of the University will follow when engaging in an international agreement with an entity or person in a foreign country.

All FAU units, including FAU's affiliates and Direct Support Organization (DSOs), shall not accept any grant or gift from or participate in any new or renewed agreement with any college or university based in a Foreign Country of Concern (FCOC), or with any foreign principal without approval from the Board of Governors. All FAU units, including FAU's affiliates and DSOs shall not participate in any new or renewed partnership with any college or university based in a FCOC, or with any foreign principal without approval from the Board of Governors.

**RESPONSIBILITIES:**

1. Office of Compliance and Ethics:

a. Oversees compliance with Florida laws and regulations regarding international agreements as the Research Integrity Office for Foreign Influence.

b. Responsible for compiling the annual report on agreements, partnerships, contracts, and grant programs with a FCOC.

2. Office of General Counsel:

a. Will conduct legal reviews of all proposed international agreements to ensure they follow federal and state laws and regulations.

3. Center for Global Engagement (CGE)

a. Responsible for coordinating with cognizant FAU units to ensure a thorough review of all proposed international agreements throughout the university.

b. Creates and maintains a university-wide database of all current international agreements.

4. Initiating Unit:

a. Will notify the CGE that it is considering entering into an international agreement.

b. Negotiates the terms of a potential international agreement.

c. Will appoint a liaison for each proposed international agreement that will coordinate with the CGE.

d. Addresses and resolves issues identified during the international agreement review process by the CGE.

5. Office of Institutional Effectiveness and Analysis:

a. Will serve as the liaison between the BOG and FAU for the annual report and will physically submit the report to the BOG.

**DEFINITIONS:**

**Affiliate organization:** Means any entity under the control of or established for the benefit of an organization required to report under this regulation, including a direct-support organization.

**Contract:** Any agreement for the acquisition by purchase, lease, or barter of property or services for the direct benefit or use of either of the parties and any purchase, lease or barter of property or services.

**DSO:** (a) A Florida corporation not for profit incorporated under the provisions of chapter 617 and approved by the Department of State; (b) organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of a state university in Florida or for the benefit of a research and development park or research and development authority affiliated with a state university and organized under part V of chapter 159; or (c) an organization that a state university board of trustees, after review, has certified to be operating in a manner consistent with the goals of the university and in the best interest of the state.

**FCOC:** Means the People's Republic of China (including Hong Kong and Macau), the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the

Republic of Cuba, the Venezuelan regime of Nicholas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such FCOC.

Domicile: Defined as a physical presence in a FCOC with an intent to return thereto. Intent is demonstrated by an absence of seeking citizenship in the United States.

Foreign principal: Means any of the following. 1. The government or an official of the government of a FCOC; 2. A political party or a member of a political party in a FCOC. The term "political party" means an organization or a combination of individuals whose aim or purpose is, or who are engaged in any activity devoted in whole or in part to, the establishment, administration, control, or acquisition of administration or control of a government of a FCOC or a subdivision thereof, or the furtherance or influencing of the political or public interest, policies, or relations of a government of a FCOC or a subdivision thereof; 3. A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal place of business in a FCOC, or a subsidiary thereof; or 4. Any person who is domiciled in a FCOC and is not a citizen or lawful permanent resident of the United States;

Foreign source: Includes: (a) a foreign government, including agencies of a foreign government; (b) a legal entity created solely under the laws of a foreign state or states; (c) an individual who is not a citizen or national of the United States; and (d) an agent acting on behalf of a foreign source.

International Cultural Agreement: Means a written statement of mutual interest in academic or research collaboration. An international cultural agreement includes the following: memorandum of understanding, academic joint/dual degree program, faculty exchange agreement, student exchange or cooperative agreement, service agreement which provides or receives a service between FAU and a foreign individual/entity, research affiliation or agreement, third party study abroad program and service provider, vendor contract involving a foreign individual or entity, or any other agreements and contracts for international student recruitment.

International Agreement: Every other contract with a foreign source that is not covered under international cultural agreements.

## **PROCEDURES:**

### **INTERNATIONAL AGREEMENT REVIEW PROCESS**

1. All FAU units, including FAU's affiliate organizations and DSOs, (hereinafter "Initiating Unit") that are considering whether it will engage in an agreement with any entity or individual in a foreign country must immediately notify the CGE. The CGE will serve as the clearinghouse for all international agreements at FAU to allow for a consistent approach across the university. Each division and the units under its respective cognizance are responsible for initiating proposed international agreements and managing its own international agreements once approved.

2. The Initiating Unit must submit proposed international agreements in accordance with the following timelines:

a. Requests for new agreements to be reviewed must be submitted to the Office of Global Academic Services (a unit within CGE) at least 60 days before the effective date for the

agreement. The Office of Global Academic Services may grant an exception to the 60-day timeline.

b. Requests to extend current agreements must be submitted to the Office of Global Academic Services at least 30 days before the expiration of the agreement. The Office of Global Academic Services may grant an exception to the 30-day timeline.

3. The Initiating Unit submitting a proposed international agreement must appoint a liaison that will be responsive to the Office of Global Academic Services to ensure any questions or requests for information are answered in a timely manner.

4. The Office of Global Academic Services will conduct a preliminary review of the proposed international agreement and coordinate with the appropriate FAU units, including but not limited to Academic Affairs, Division of Research, Office of Compliance and Ethics, and Office of General Counsel to evaluate the feasibility, scope, format, and template of the agreement.

5. Once all FAU units have completed their review of the proposed international agreement, the Office of Global Academic Services will inform the Initiating Unit regarding any corrections or changes as needed. The Office of Global Academic Services must provide approval to the final draft of a proposed international agreement before an Initiating Unit can proceed to signing the agreement.

6. If the proposed international agreement is not with a FCOC, proceed to the "Finalized Agreements" section. If the proposed international agreement is with a FCOC, proceed to the "Additional Requirements for All Agreements with FCOC" section.

#### ADDITIONAL REQUIREMENTS FOR ALL AGREEMENTS WITH FCOC

1. If the potential agreement is with an entity or individual in a FCOC, the below process also applies to receive Board of Governors approval. The types of agreements that require Board of Governors approval include, but are not limited to:

a. Collaborating with a foreign principal on a research project in furtherance of the university's mission,

b. Sharing data with a foreign principal,

c. Engaging in a student exchange program in a FCOC,

d. Partnerships facilitated by third-party providers on behalf of FAU,

e. Licensing intellectual property for academic or research purposes from a foreign principal; and

f. Licensing intellectual property for academic or research purposes to a foreign principal.

2. The Initiating Unit completes the "Request to Enter into Activity with a Foreign Country of Concern" form found on the State University System of Florida website.

3. The Initiating Unit submits the “Request to Enter into Activity with a Foreign Country of Concern” ensuring the following required information is included to the University President for endorsement:

- a. Entity with which the university is entering into an agreement or partnership,
- b. Location of the entity reported,
- c. Expected start and end date of the agreement or partnership,
- d. Purpose and benefits of the agreement or partnership,
- e. Any identified risks of the agreement or partnership,
- f. Projected number of students, faculty, and university staff participating in the agreement or partnership,
- g. Estimated budget and source of funds to support the agreement or partnership, and
- h. Other relevant information as required.

4. If the University President positively endorses the proposed agreement, the President will send the agreement along with all required information to the Board of Trustees for its endorsement.

5. The Board of Trustees will review the proposed agreement. If the Board of Trustees positively endorses the proposed agreement, it will send the proposed agreement to the Board of Governors no later than four weeks before the next Board of Governors meeting.

6. The Board of Governors will consider the proposed agreement at its next meeting. The Board of Governors may grant approval to a proposed agreement deemed to be valuable to students and FAU so long as the agreement is not detrimental to the safety or security of the United States or its residents. If the Board of Governors approves the proposed agreement, then FAU may enter into the agreement with the individual or entity in a FCOC. Proceed to “Finalized Agreements” for remaining steps in the process.

#### FINALIZED AGREEMENTS

1. The Initiating Unit’s authorized official may sign the agreement and complete execution with the other signatories.

2. Once the agreement is executed, the Initiating Unit’s liaison must provide the Office of Global Academic Services with a copy of the final agreement.

3. The CGE will create and maintain a university-wide database of all its current international agreements.

#### REPORTING REQUIREMENTS

1. In accordance with Florida laws and regulations, the Office of Compliance and Ethics will compile an annual report on all agreements, partnerships, contracts, or grant programs between

FAU and any individual or entity in a FCOC or a foreign principal. The submission to the Board of Governors will also include a copy of the agreement.

2. The report must be submitted to the Board of Governors via FAU's Office of Institutional Effectiveness and Analysis by September 30 of each year. The report will cover the time period from July 1 of the previous year to June 30 of the current year.

**RESPONSIBLE AUTHORITY:** Chief Compliance and Ethics Officer and Center for Global Engagement.

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POLICY APPROVAL  
(For use by the Office of the President)

Policy Number: 8.7

*Responsible Authority*

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

Name: Neil D'Arco

*Policies and Procedures*

*Review Committee Chair*

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

Name: Neil D'Arco

*President*

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

Name: Adam Hasner

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Executed signature pages are available in the Office of Compliance and Ethics