

**Memorandum of Understanding**

**Between**

**FULL SAIL, LLC**

**And**

**Associação Brasileira de Mantenedoras de Ensino Superior**

This Memorandum of Understanding (MOU) is entered into as of November 12, 2019, (the "Commencement Date"), by and between Full Sail, LLC, dba Full Sail University ("FULL SAIL") located at 3300 University Boulevard Winter Park, Florida 32792 and Associação Brasileira de Mantenedoras de Ensino Superior, ("ABMES") having business at SHN Qd. 01, Bl. "F", Entrada "A", Conj. "A", Edifício Vision Work & Live, 9º andar. FULL SAIL and ABMES are referred to herein as "the Parties" to this MOU.

THE PARTIES HEREBY agree to establish collaboration according to the terms and conditions set out in the articles following hereunder.

**I. PURPOSE OF THE COLLABORATION**

The general purpose of this MOU is to facilitate recruiting and academic cooperation between the Parties herein and based upon the principles of mutual benefit and may include the following general cooperation areas;

**GENERAL AREAS OF COOPERATION**

- 1.1 joint recruiting and academic activities
- 1.2 matriculation into FULL SAIL's undergraduate and graduate programs
- 1.3 promotion of this agreement through mention in promotional materials as mutually agreed upon by both Parties

**II. GENERAL TERMS**

- 2.1 Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties shall attempt to resolve disputes through good faith discussions.
- 2.2 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees, or agents.
- 2.3 Nothing in this MOU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the Parties unless expressly stated in this agreement.



2.4 The activities in this MOU must be carried out in accordance with appropriate laws and regulations existing in each country, if applicable, and the institution, including all federal and state rules and regulations, and accreditation standards.

### **III. MARKETING**

3.1 The Parties agree to collaborate on the development and execution of the marketing plan for promotion of this MOU. The Parties agree to abide by marketing regulations, as applicable, outlined by the United States Department of Education, Florida Department of Education, and the Accrediting Commission of Career Schools and Colleges. Both Parties shall receive approval prior to releasing any marketing copy mentioning the other Party.

3.2 Each Party will be responsible for its own costs regarding its responsibilities under this paragraph.

### **IV. INTELLECTUAL PROPERTY**

4.1 Each of the Parties shall remain the sole owner of all rights in and to its respective name, trade names, trademarks, service marks, trade secrets, patents, copyrights, and logos, and other intellectual property rights, as they now exist or as they may hereafter be modified in the future by either Party during the term of this MOU (collectively, the "Intellectual Property Rights"). Neither Party shall be deemed by any provision of this MOU to have any ownership interest in the Intellectual Property Rights of the other Party, but shall have only the right to use the same in connection with the performance of this MOU.

4.2 Without limiting the foregoing, to the extent marketing or content of either Party, regardless of medium, is: (a) used by the other Party; (b) jointly developed between the Parties; or (c) developed by one Party on behalf of the other, that material or content may only be used for advancing the purposes of this MOU while it is in effect and shall only be used with both Parties' consent. The Parties shall notify the other of their process for obtaining consent and approvals for marketing materials. Unless otherwise specifically stated in this MOU, any Intellectual Property Rights shared between the Parties for advancing the purposes of this MOU shall be treated as confidential and proprietary information by the receiving Party and the receiving Party shall use it as set forth in this MOU and shall otherwise take such means to protect it as it uses to protect its own Intellectual Property Rights.

### **V. AMENDMENT**

5.1 This MOU may be amended by mutual written consent of both Parties.

### **VI. TERM AND TERMINATION**

6.1 This MOU shall be effective upon the signature of both Parties below and shall remain in effect until terminated at any time by either Party.




6.2 Either Party can terminate the MOU at its discretion with a 6 month written notice to be delivered to the Party representative named below.

This MOU embodies the entire collaboration and understanding between the Parties.

The undersigned agree to this MOU on behalf of their respective organizations:

**FOR FULL SAIL, LLC (dba Full Sail University)**

  
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Matt Pengra,  
Senior Vice President  
Full Sail University

**FOR Associação Brasileira de Mantenedoras de Ensino Superior**

  
\_\_\_\_\_  
Celso Niskier  
Diretor presidente  
Associação Brasileira de Mantenedoras de Ensino Superior

