

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTH DAKOTA STATE UNIVERSITY
AND
FEDERATION DES ECOLES SUPERIEURES D'INGENIEURS
EN AGRICULTURE**

North Dakota State University and Ecole Supérieure D'Agriculture D'Angers, desiring to promote better understanding between France and the United States of America, to strengthen the relationship between the countries through higher education, and to improve the educational systems of both countries; believing that the expansion of mutually beneficial cooperation and exchanges will facilitate the achievement of these aims; hereby agree to the following terms and conditions of the Exchange Agreement:

Article I: Undergraduate Student Exchange

1. Each institution, conforming to the admission requirements of the host institution, shall assume full responsibility in the assessment and selection of qualified candidates. The host institution shall then respect the selection so made. The selection process shall consist of stringent evaluation of the student's previous academic record, motivation, and overall potential to succeed in an international academic environment, and a minimum TOEFL score of 525 for the 4th year students.
2. Up to five 4th year ESA students will be exchanged each year; however the actual number of students may vary, depending upon the particular situation facing each institution. The exact number of students exchanged each year will be agreed upon by both institutions.
 - a. NDSU shall accept full-time 4th year ESA students, in the Department of Agriculture for one academic semester (Spring 16 weeks).
 - b. ESA shall accept full-time NDSU students from the College of Business and the College of Agriculture in summer programs at ESA.
3. Tuition will be waived at both institutions for ESA 4th year exchange students and NDSU summer students.

Article II: General Provisions

1. All students shall be subject to the same academic regulations regarding class performance as pertain to regularly enrolled students at the receiving institution. All students shall, within reasonable limits, attempt to represent their home institution and country in the host community to the best of their ability (i.e. speaking to clubs, church groups, etc.).

2. Housing shall be arranged as follows:
 - a. NDSU will make space available to ESA students in residence halls. Room and board (double occupancy, 20 meals per week) will be at the student's expense.
 - b. ESA will reserve rooms for summer NDSU students. Room and board will be at the students' expense and paid to ESA by the student.
3. Each student must pay the host university's fees and provide his/her own transportation to/from the port-of-entry of the host country as well as the domestic transportation from/to the port-of-entry to/from the depot nearest to the receiving institution. The following expenses shall also be borne by each student: living expenses during extended academic recess (i.e. spring break periods, etc.), passport expenses, excess baggage shipment and storage, independent travel and such personal expenses as telephone charges, books, etc.
4. Minor illnesses may be treated at the receiving institution's health center. However, hospital and other medical expenses are the sole responsibility of each student. Each student must purchase the insurance required by the host institution to cover medical contingencies while in the host country.
5. Violation of local laws committed in the host country shall subject the exchange student to immediate withdrawal of his/her immigration and academic sponsorship and to immediate expulsion from the host country.
6. The academic record of each student's academic performance shall be sent directly to his/her home institution at the conclusion of each semester. However, it shall be the sole responsibility of the home institution to decide how many credit units said student may actually receive on courses taken at the host institution.

Article III: Conditions

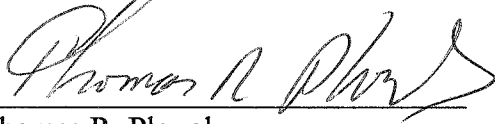
1. If an exchange imbalance exists at the end of the initial three-year period, the imbalance shall be resolved as follows:
 - a) If this agreement is continued beyond the initial three-year period, the imbalance shall be corrected by adjusting the number of students to be exchanged in the following three-year period and for each three-year period thereafter, unless otherwise agreed upon.
 - b) If this agreement is terminated, the institution having hosted the larger number of student-semesters to that point shall be entitled to rectify any existing imbalance within two years from the date in which the agreement is officially terminated.
 - c) Student exchange rate for the summer program is two NDSU students (4 weeks) equals one ESA student (semester).

Article IV: Terms

1. This agreement shall take effect in May of 1997 and continue for an indefinite period, but may be terminated by either NDSU or ESA by official, written notification duly signed by the presiding officer of the notifying party. This notice of termination must be received by the other party no later than January 31st of the year in which the termination is to become effective.
2. The responsible parties for administering this exchange program will be the Director of International Programs (NDSU) and the Director of the International Cooperation at ESA.

In witness of the terms of this agreement, our signatures are affixed:

NORTH DAKOTA STATE
UNIVERSITY



Thomas R. Plough
President

May 5, 1997
Date



Virginia M. Packwood
Director, International Programs

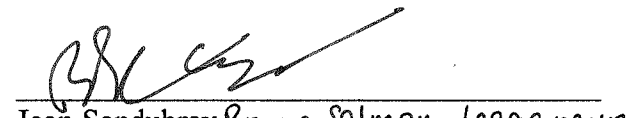
April 21, 1997
Date

ECOLE SUPERIEURE D'AGRICULTURE
D'ANGERS



Aymard Honoré
Director Général du Groupe ESA

January 20th, 1998
Date



Jean Sandubray Bruno Salmon - Legagneur
Director, International Programs

January 10th, 1998
Date

 ESA
ÉCOLE SUPÉRIEURE
D'AGRICULTURE
55, rue Rabelais - B.P. 748
49007 ANGERS CEDEX 01
FRANCE

Addendum

INTER-INSTITUTIONAL AGREEMENT OF CO-OPERATION AND STUDENT EXCHANGE

BETWEEN:

Ecole Supérieure d'Agriculture (ESA)
Angers, France

AND


North Dakota State University (NDSU)
Fargo, North Dakota, U.S.A.

This addendum modifies the existing Memorandum of Understanding dated 1997 to include the joint exchange of graduate students between NDSU and ESA. The following conditions are added to the existing agreement:

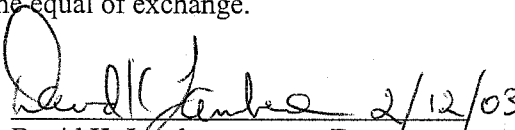
This agreement shall cover graduate students participating in the Master of Science degree program in International Agribusiness jointly administered by ESA and the Department of Agribusiness and Applied Economics at NDSU.

Changes include:

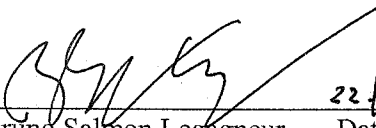
1. ESA will assist in finding accommodations for students participating in the M.S. program during their stay in Angers during the summer language training and the program unit in International Marketing.
2. The rate of exchange for students enrolled in the M.S. program will be one student from NDSU equals one student from ESA for purposes of calculation of the equal of exchange.



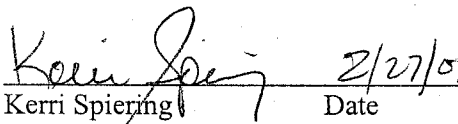
Date 25/03/04
Bruno Parmentier
Directeur Général Groupe ESA




Date 2/12/03
David K. Lambert
Professor and Chair
Agribusiness and Applied Economics



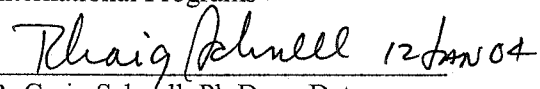
Date 22/12/04
Bruno Salmon Legagneur
Directeur des coopérations extérieures Groupe ESA




Date 2/27/03
Kerri Spiering
Director
International Programs



Date 26/03/04
Alain Bourgeois
Directeur délégué ESA



Date 12/Jan/04
R. Craig Schnell, Ph.D.
Provost and Vice President for Academic Affairs

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Supérieure d'Agriculture
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