

## INTERNATIONAL STUDENT EXCHANGE AGREEMENT

### BETWEEN:

France Agro 3 Consortium (ESA in Angers, ISA in Lille, ISARA in Lyon and PURPAN in Toulouse)

### AND

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

### THE PARTIES HAVE AGREED AS FOLLOWS:

#### A. INTERPRETATION

In this agreement unless the context otherwise indicates:

**"Home Institution"** means the institution sending the students.

**"Host Institution"** means the institution receiving the students.

#### B. CO-OPERATION

The purpose of this agreement is to promote and expand international understanding, development, and friendship by stimulating and supporting educational, professional, and intercultural activities and projects among students and staff of the two institutions, France Agro 3 Consortium (FA3) and North Dakota State University (NDSU), and the respective communities which support these institutions.

1. The two institutions shall encourage co-operation in any discipline which is studied in both institutions.
2. The two institutions shall seek to promote:
  - (a) exchange of information and materials that are of mutual interest.
  - (b) student, faculty, and staff exchange between the two institutions.
  - (c) other forms of co-operation which the two institutions may jointly arrange.
3. The two institutions shall decide through consultation, the specific areas and details of co-operation within the framework of this agreement.
4. The financial arrangements involved in the implementation of this agreement for non-student issues shall be settled through negotiations between the two institutions with respect to programs.
5. Both institutions realize that in general the languages of instruction of FA3 is French and English, and at NDSU the language of instruction is English.

## C. STUDENT EXCHANGE

1. Each institution may normally exchange up to 3 students per semester, for a period not exceeding one academic year. Each year both institutions will agree on a proposed number of students to exchange for an upcoming academic year, according to the following equivalency:

- Two (2) semester students are equivalent to one (1) academic year student
- One (1) semester student at FA3 = one (1) semester student at NDSU
- two (2) NDSU students participating in one of the FA3 4-week Summer Programs = one (1) FA3 student at NDUS for one semester.

It is understood that:

- FA3 students, who are graduate (Master's) students at their home institutions, will enroll in undergraduate courses **only** while at NDSU.
- Participants from NDSU will be undergraduate students and may enroll in undergraduate level courses at FA3 institutions.
- NDSU seniors may enroll in graduate level (Master's) courses at FA3 institutions.

The institutions agree that the exchange program shall operate on a reciprocal basis and that balance in numbers of exchange students is required over the term of the agreement.

However, each party should also be prepared to consider a disparity in any given semester or year during the term of agreement. Each institution can elect to not accept exchange students for a semester or school year due to an imbalance of numbers until such time as the balance has been returned.

2. The home institution will screen applications from its students and recommend students to the host institution for invitation. The host institution must be notified of the recommendation at least four months prior to the intended commencement date of the exchange period. All prospective students will be required to meet the admission standards of the host institution.
3. The selection procedure by which reciprocal exchange students are nominated is the responsibility of the sending institution. Each institution reserves the right to require candidates to complete the admission documents required by each institution. Each institution reserves the right to accept or reject for admission to the institution each candidate on the basis of regular academic selection criteria and to accord such student status as may be appropriate at the time of admission.
4. Participating students are subject to the admissions standards and regulations, including language proficiency, class performance standards, codes of conduct established by the institutions, any applicable "honor codes" established by specific programs or departments of the institutions and other policies of the host institutions. Students are expected to meet the minimal academic "good standing" requirements of the host institutions. Students must be proficient in the language of instruction at the host institution to qualify for nomination.
5. While at the host institution, students will take courses in or subjects similar to those required in their home institution's course. The exact program of each student will be determined by the student with the approval of his or her supervisors at the home institution and the host institution.

6. The students will be enrolled as non-degree students. Transcripts of results will be provided to the home institution as soon as practicable after completion of the exchange.
7. Each student will register and pay tuition and other required fees at his or her home institution. The host institution will waive tuition fees for the exchange student.
8. Students enrolled in the host institution will be subject to the same rules and regulations that apply to local students and those required by the federal government of all international students. Subject to law, students will be eligible for all the services and rights normally provided to locally enrolled students as well as the special services needed by students who are studying abroad.
9. Each institution will provide the incoming exchange student with assistance in arranging accommodation for the exchange period, of which said accommodations shall be the financial responsibility of the student. Each institution will provide outgoing students with preparatory information and incoming students with orientation information.
10. Each student will be responsible for arranging the necessary visa and the costs of accommodations (including vacation periods), international travel, travel in the host country, books, equipment, consumables, hospitalization, required health insurance, and other incidental expenses arising out the exchange, including any costs over and above tuition and fees required for international students.
11. The number of students participating in the exchange may be modified in the future by mutual agreement in writing signed by authorized signatories of both parties, and any imbalance in numbers will be compensated for in succeeding years. No exchange of funds between the two institutions will occur.
12. Selected students will within reasonable limits, attempt to represent their home institution and country to organizations, service clubs, schools, churches and other host community organizations by making appropriate presentations to them.

**D. LIAISON**

Each institution will name an individual staff member to serve as the liaison officer with his/her counterpart at the other institution. These staff members will be responsible for providing appropriate information about the other institution, community, and regulations, including governmental, so that students receive adequate pre-arrival information.

**E. COMMENCEMENT AND DURATION**

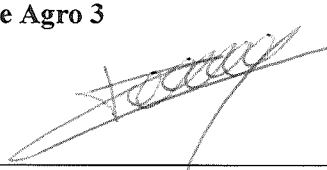
1. This agreement shall commence on April 1, 2020.
2. The duration of this agreement is for five years from the commencement date unless otherwise agreed between the parties in writing each year. Automatic program continuation will result from active exchange activity.

**F. TERMINATION**

In the event either party desires to terminate this agreement, the other party should receive the termination notification six months before. The termination date may be either the end of the spring semester or the end of the regular summer session of the terminal year. The parties may mutually agree to terminate the agreement at any time. In addition, each institution reserves the right to terminate the participation of individual students in this Program if they deem it is necessary in accordance with their policies. The terminating party will provide the other institution with prompt notice of this decision and with the factors that caused said termination. The terminating institution will also notify the appropriate immigration authorities of said termination. Students will be responsible for their own return transportation in the event their student status at the host institution is terminated.

Signatures: The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this agreement.

**France Agro 3**

  
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Myriam Cormary  
President

  
\_\_\_\_\_  
Florence Malaise  
Head of the International Commission

Date

09/02/2020

**North Dakota State University**

  
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Dean L. Bresciani, Ph.D.  
President

Date

5-1-2020