North Dakota State University, USA

and

Hochschule Emden/Leer University of Applied Sciences, Germany

Extension of
International Student Exchange Agreement

Whereas:

On the 24th day of January 2014 North Dakota State University, USA signed an International Student Exchange Agreement with Hochschule Emden/Leer University of Applied Sciences, Germany in order to strengthen the programs of academic exchange and learning between the universities.

And:

That the International Student Exchange Agreement continued in force and effect for three years and could be renewed or extended by the consent in writing of both parties after that period.

NOW, THEREFORE, in accordance with section ‘E. Commencement and duration’ of the International Student Exchange Agreement, the participating institutions desire hereby to record their consent to the extension of the International Student Exchange Agreement for a further term of FIVE years which shall take effect during the academic year 2016/2017.

SIGNATURES

As witness to their subscription to the above articles, the representatives of North Dakota State University and Hochschule Emden/Leer University of Applied Sciences have hereunto provided their endorsement.

For and on behalf of
North Dakota State University

Dean L. Bresciani, Ph.D.
President

Date 10-10-15

For and on behalf of
Hochschule Emden/Leer University of Applied Sciences

Carsten Wilken, Ph.D.
Vice President

Date 16. SEP. 2016
INTERNATIONAL STUDENT EXCHANGE AGREEMENT

BETWEEN:

Hochschule Emden/Leer University of Applied Sciences (Emden/Leer, Germany)

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, (HS Emden/Leer and 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 exchanges 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 language of instruction of HS Emden/Leer is German 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. 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. The candidates will be undergraduate students. 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 the first day of January 2014.

2. The duration of this agreement is for three 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 before January 31 of the terminal year. 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.