

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of the 27th day of January 2023, by and between NORTH DAKOTA STATE UNIVERSITY IN FARGO, NORTH DAKOTA ("North Dakota State University" or "NDSU"), and CONCORDIA COLLEGE IN MOORHEAD MN ("Concordia").

WITNESSETH:

WHEREAS, North Dakota State University and Concordia College desire to establish a combined degree program leading to the Bachelor of Arts (B.A.) Degree from Concordia College and one of the following degrees from North Dakota State University:

- Bachelor of Science Degree in Civil Engineering
- Bachelor of Science Degree in Mechanical Engineering
- Bachelor of Science Degree in Agricultural and Biosystems Engineering
- Bachelor of Science Degree in Computer Engineering
- Bachelor of Science Degree in Construction Engineering
- Bachelor of Science Degree in Electrical Engineering
- Bachelor of Science Degree in Environmental Engineering
- Bachelor of Science Degree in Industrial Engineering and Management
- Bachelor of Science Degree in Manufacturing Engineering

from (the "Program") in order to provide engineering degree opportunities for Concordia College students with an anticipated start date of August 1, 2023;

NOW, THEREFORE, the parties hereto agree as follows:

1. Each student enrolled in the Program will be required to first attend Concordia College for approximately three (3) years, completing 97 semester credits, and then North Dakota State University to complete all remaining degree requirements for that institution. No less than 36 credits must be completed while enrolled at NDSU, as per NDSU transfer policies. After completing the academic requirements for the specified degrees at both institutions, the student shall be awarded a Bachelor of Arts in Applied Science degree from Concordia

College and the Bachelor of Science Degree specified by the student's program at NDSU, as noted above.

2. Concordia College students seeking admission into the Program at North Dakota State University shall be required to have first satisfied the following requirements at Concordia College prior to matriculation at NDSU:

- A. Successful completion of the Concordia general education courses as well as the appropriate preparatory science and mathematics courses needed for the engineering program chosen at North Dakota State University. An advisor in the student's intended engineering program at NDSU will advise Concordia College and the students on the required math, science, and engineering science courses to be taken at Concordia or at NDSU through Tri-College prior to matriculation at NDSU.

- I. Grades of C or better are required in certain courses that count towards the student's Bachelor of Science degree at North Dakota State University, according to program guidelines published in the North Dakota State University Catalog.

3. Concordia College students will be required to submit all application materials to the NDSU Office of Admission for admission to NDSU according to standard transfer procedures. Transfer scholarship deadlines are April 1 for Fall semester admission and December 1 for Spring semester admission. Admissions decisions shall be made solely by NDSU and shall be subject to all applicable NDSU rules and regulations.

4. The applicants must have been full time students at Concordia College for at least two years before applying to NDSU. If a student has attended more than one school, submission of all transcripts will be required and a final GPA will be recalculated based on all applicable coursework. Students using AP, IB or other like credits to fulfill pre-engineering prerequisites, if they have not taken further coursework in that field, must submit those exam results. The test results will then be evaluated on the same basis as for other NDSU students.

- 5 . Students will complete all major and required core curriculum requirements of Concordia College before entering NDSU, with the exception of any courses to be completed at NDSU to fulfill degree requirements at that institution and which are not offered at Concordia.
- 6 . The applicant will need to declare one of the following majors at the time of application to NDSU:
 - Civil Engineering
 - Mechanical Engineering
 - Agricultural and Biosystems Engineering
 - Computer Engineering
 - Construction Engineering
 - Electrical Engineering
 - Environmental Engineering
 - Industrial Engineering and Management
 - Manufacturing Engineering

A student entering this Program at Concordia should identify and communicate to Concordia and NDSU the intended engineering major at the end of the student's first year at Concordia to allow appropriate preparation and advising for that engineering major at NDSU. Any change in intended engineering major after that point, whether a student is enrolled at Concordia or NDSU, could require additional coursework at NDSU to ensure completion of all degree requirements.

7. Any student enrolled in the Program at NDSU who does not successfully complete the requirements for the Bachelor of Science degree in their intended engineering major at NDSU shall in the sole discretion of Concordia College be permitted to return to Concordia College and be given an opportunity to complete the requirements for a Concordia College degree.
8. This Agreement may be terminated by either party upon one year's written notice to the other party; provided, however, that any Concordia College student already admitted to the

Concordia College program specifically tracked for admission to NDSU or admitted to NDSU under the Program prior to the date of such notice of termination shall be allowed to complete the Program so long as such student is and remains in good academic standing and is making measurable progress toward Program and degree completion.

- 9 . Concordia College shall indemnify and hold harmless NDSU and its officers, directors, employees, and agents from any and all claims, demands, actions, settlements, or judgments, including attorneys' fees and litigations expenses, as the result of this Agreement or based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligent acts or omissions of Concordia College, or its students. NDSU shall indemnify and hold harmless Concordia College and its officers, directors, employees, and agents from any and all claims, demands, actions, settlements, or judgments, including attorneys' fees and litigations expenses, as the result of this Agreement or based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligent acts or omissions of NDSU, or its students.
10. Any notice or other communication required or permitted to be given or made under this Agreement shall be sufficient if in writing and shall be considered given when mailed by certified mail, return receipt requested, to the parties at the following addresses:

If to Concordia College
Dean of the College
Concordia College
901 8th St. S.
Moorhead, MN 56562

If to NDSU
Provost
North Dakota State University
1340 Administration Ave.
Fargo, ND, 58102

11. The failure of either party to enforce, at any time or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision. Any waiver of a breach hereunder shall be in writing and shall not be construed as to be a waiver of further breaches

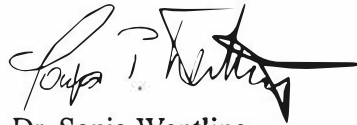
unless expressly stated. This Agreement may not be amended except in writing signed by both parties.

12. This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior understanding, agreement, or correspondence.
13. The parties jointly agree that the collaborative arrangement will not result in any appearance of extending Concordia College HLC accreditation to NDSU or NDSU University's HLC accreditation to Concordia College.
14. This Agreement shall be construed in accordance with the laws of the state of North Dakota, without regard to conflict of law principles. NDSU and Concordia College have executed this Agreement, each with the intent of being legally bound hereby, effective as of the date first written above.



Dr. Alan Kallmeyer
Interim Dean, College of Engineering
North Dakota State University

Date: 1/27/2023



Dr. Sonja Wentling
Dean, School of Arts and Sciences
Concordia College

Date: 1-27-23



Dr. David Bertolini
Interim Provost
North Dakota State University

Date: 1-27-23



Dr. Susan Larson
Provost and Dean of the College
Concordia College

Date: 1-31-2023