

COLLABORATIVE EDUCATION AGREEMENT FOR A MASTER'S DEGREE
between
THE ECOLE SUPERIEURE PRIVEE D'INGENIERIE ET DE TECHNOLOGIES
and
GRAND VALLEY STATE UNIVERSITY
ON BEHALF OF THE COLLEGE OF COMPUTING

This Collaborative Education Agreement for a Master's Degree ("Agreement") is made between Grand Valley State University, a Michigan constitutional body corporate, on behalf of the Grand Valley State University College of Computing (hereafter referred to as "GVSU-CoC"), located at 1 Campus Drive, Allendale, Michigan, , United States of America ("USA"), and the THE ECOLE SUPERIEURE PRIVEE D'INGENIERIE ET DE TECHNOLOGIES (hereafter referred to as "ESPRIT"), located at Zone Industrielle Chotrana II, BP 160 Pôle Technologique Al Ghazala, 2083 Ariana, Tunisia, (collectively "the Parties") to set forth the parties' respective administrative responsibilities in connection with the collaborative education initiative described and established herein. The following terms and conditions of this Agreement shall be observed.

- I. Purpose: In recognition of the proven value of international experiences for students, we, GVSU-COC and ESPRIT establish this Agreement to facilitate educational exchanges between our institutions
- II. Scope: This Agreement covers cooperation in the fields covered by COC, pursuant to the objective stated Article III of this Agreement. Cooperation may be expanded to any ancillary field that supports the fields stated above and other appropriate academic fields, subject to prior negotiation and approval in writing by the institutions. The initiative stated in this Agreement may be implemented at any of the campuses of each institution.
- III. Objective: The objective of this Agreement is to encourage international education cooperation, including opportunities for exchanges between the institutions in mutually beneficial areas.

1. 1+1 Program

- A. Up to fifty (50) qualified ESPRIT students, after having completed the first (1st) year of their master's degree program at ESPRIT, will be eligible to apply for admission to GVSU-CoC, subject to all applicable GVSU-CoC admission policies and standards, to satisfy the requirements for a master's degree in COMPUTING at GVSU-CoC.
- B. ESPRIT students will be required by GVSU-CoC to comply with the Grand Valley State University's English proficiency policy and must meet the English language proficiency requirements for entry to the graduate programs of GVSU-CoC if English is not the language of instruction at ESPRIT.
- C. No later than ninety (90) days before the start of each GVSU-CoC semester, ESPRIT will send to GVSU-CoC a list of all nominated ESPRIT students. Qualified students nominated by ESPRIT will be evaluated by GVSU-CoC and, in accordance with GVSU-CoC's admission policies and standards, will be considered for admission to GVSU-CoC on an equal basis with all other applicants provided they meet the requirements for admission to GVSU-CoC. ESPRIT students who successfully meet the GVSU-CoC admission standards pursuant to this Agreement may be accepted to study at GVSU-CoC in the 1+1 Program. This Agreement does not guarantee acceptance to GVSU-CoC for any ESPRIT student, and GVSU-CoC reserves the right of final approval on the admission of any ESPRIT student.

- D. GVSU-CoC may accept up-to fifteen (15) transfer credits from ESPRIT in which the ESPRIT student has earned a satisfactory grade (equivalent to 3.0 on a 4.0 grading scale) and are indicated on an official transcript from ESPRIT. GVSU-CoC will not accept the transfer of credits for any ESPRIT course that will be repeated as part of the ESPRIT student's course of student at GVSU-CoC. GVSU-CoC reserves the right to make the final determination with respect to the transfer of ESPRIT student's ESPRIT credit for the GVSU-CoC degree program in COMPUTING. If a ESPRIT student transfers out of the master's degree program in COMPUTING at GVSU-CoC and later applies for and is admitted to a different graduate program at GVSU, then all of ESPRIT student's transfer credits will be re-evaluated by the GVSU-CoC and may be denied based on GVSU's transfer policies in effect at that time.
- E. ESPRIT students will be required to enroll for a minimum of nine (9) credits at the graduate level during every GVSU-CoC semester, except the summer term or unless authorized by the Grand Valley State University-Padnos International Center to drop below full-time. The GVSU-CoC semesters options are Fall, Winter and Spring/Summer terms. ESPRIT students will be afforded all the usual privileges of full-time international students studying at GVSU-CoC in accordance with Grand Valley State University policies and all applicable laws and regulations.
- G. Upon the ESPRIT student's successful completion of GVSU-CoC's COMPUTING program degree requirements, the appropriate master's degree will be conferred to the ESPRIT student by the Grand Valley State University upon the recommendation of the faculty at GVSU-CoC.

2. Program Coordinators

The ESPRIT Programs Coordinator is Mr. Lamjed Bettaieb, Dean, who reports to the ESPRIT President, will serve as the Program Coordinator for ESPRIT; the assistant dean, who reports to the GVSU-CoC Dean, will serve as the Program Coordinator for GVSU-CoC. The Program Coordinators will communicate with each other on matters pertinent to the development and implementation of the 1+1 Program, as well as all matters concerning the administration of the terms and conditions of this Agreement.

3. Visa/Immigration Requirements.

ESPRIT students are responsible for complying with all visa/immigration requirements, laws, and regulations of the USA, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the 1+1 Program during the entire term of their 1+1 Program. ESPRIT students will be issued the necessary immigration documents by Grand Valley State University to obtain the appropriate visa. GVSU-CoC shall bear no responsibility for those ESPRIT students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the USA for any reason whatsoever. Each ESPRIT student must keep GVSU-CoC informed of any changes in his/her immigration status. ESPRIT students are responsible to pay any fees or amounts required to maintain valid legal immigration status in the USA, including, but not limited to, required visa application, permit, and/or associated immigration fees.

4. Tuition and Fees

- A. All ESPRIT student tuition and fees for studies at GVSU-CoC will be established and billed to and collected directly from each ESPRIT student, by Grand Valley State University. GVSU-CoC tuition and fees are subject to change at any time at Grand Valley State University's sole discretion. ESPRIT shall have no claim to these monies and waives all rights to commission of ESPRIT student fees established and billed to and collected directly from each ESPRIT student, by Grand Valley State University.

5. Student Personal and Medical Costs

- A. Travel and transportation (domestic and international) costs are not included as part of the exchange program and are to be borne by the individual exchange students. Neither Party shall be responsible for such costs.
- B. Local costs, such as accommodations, meals, textbooks, course materials, and other personal expenses in connection with this Agreement shall be the responsibility of each individual exchange student. Neither Party shall be responsible for such costs/expenses. The Host Institution will assist exchange students in obtaining accommodations to the extent feasible.
- C. ESPRIT students who enter the USA on immigration documents issued by the Grand Valley State University will be required to purchase the Grand Valley State University health insurance plan for international students and scholars. Information about the insurance plan and the cost can be found at <https://www.gvsu.edu/istudents/lewermark-health-insurance-130.htm>

6. Rules and Regulations

Each ESPRIT student will be required to comply with all local, state and U.S. federal laws as well as the rules and University policies of GVSU-CoC and ESPRIT. Any breach of GVSU-CoC and Grand Valley State University rules and regulations will be dealt with in accordance with the established policies and procedures of GVSU-CoC and Grand Valley State University.

7. Student Removal

GVSU-CoC shall have the right to remove a participating ESPRIT student from the 1+1 Program at GVSU-CoC at any time at its sole discretion if the ESPRIT student's academic performance does not meet the COMPUTING program's or GVSU's academic standards or conduct violates GVSU's policies and procedures.

8. Intellectual Property

The parties agree that ESPRIT students participating in a 1+1 Program at GVSU-CoC shall be responsible for complying with intellectual property, privacy, and export laws and regulations of the USA and the State of Michigan.

9. Non-Discrimination

Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, ancestry, or religion. Both parties shall abide by these principles in the administration of this Agreement and any 1+1 Program under this Agreement, and

neither party shall impose criteria for ESPRIT student participation in any 1+1 Program that would violate the principles of non-discrimination. In addition, GVSU-CoC accepts students without regard for sexual orientation (including gender identity and gender expression) in accordance with the policies of the Grand Valley State University.

10. Term and Termination

- A. This Agreement commences as of the date the last signature by the parties and will be in effect for a period of five (5) years.
- B. In the fifth (5th) year after commencement of this Agreement, the parties will undertake a joint assessment of the 1+1 Program. At that time, it may be possible to renew this Agreement for another term of five (5) years, provided there is a writing signed by both parties establishing the renewal term, unless otherwise terminated pursuant to Section 10.C., below.
- C. This Agreement may be terminated by either party by providing the other party with at least six (6) months' prior written notice.
- D. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable efforts to let current ESPRIT students complete their 1+1 Program already in progress at GVSU-CoC pursuant to this Agreement.

11. Notices

Any notices required to be given under this Exchange Agreement shall be directed and sent to:

GVSU-CoC: Attn: Rachel Salinas
 Assistant Dean
 Address: College of Computing,
 Grand Valley State University
 Email: salinara@gvsu.edu

ESPRIT: Attn: Mr. Lamjed Bettaieb_____
 Dean, ESPRIT
 Address: Zone Industrielle Chotrana II, BP 160 Pôle Technologique Al Ghazala,
 2083 Ariana, Tunisia
 Email: lamjed.bettaieb@esprit.tn

12. Conditions, Duration, and Modifications of this Agreement

- A. All intellectual property owned by each of the institutions participating in this Agreement shall remain the exclusive property of that institution and shall not be used by any other institution in this Agreement for its own benefit except when expressly permitted in writing by the owning institution.

13. Governing Law, Construction; Dispute Resolution

- A. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law.
- B. The parties will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

14. Financial Obligations; Limitation of Resources Committed

Neither party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement. Either party, at its sole discretion, may elect to provide financial resources to carry out any part of this Agreement.

15. Use of Names, Marks, Logos

Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the “Trademarks”), to the other Party, solely for the promotion of this Agreement and any joint programs and projects developed hereunder. The rights granted by GVSU under this agreement are limited to the use of the logo and name of the [Name of Academic Unit]. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

16. Relationship of Parties

This Agreement does not create any agency, partnership, joint venture, or employment, relationship between the parties. In the performance of their respective duties and obligations under this Agreement, each party is acting as an independent contractor and each is responsible only for its own conduct.

17. Assignment/Transfer

This Agreement shall not be assigned or transferred by either party without the written approval of the other party.

18. Non-Exclusive Agreement

This Agreement should not be construed as an exclusive contract and the parties, at their option, may enter into similar agreements with other entities.

19. Amendment; Modification

No amendments, changes additions, deletions, or modification to or of this Agreement shall be valid unless reduced to writing and signed by both parties.

20. Force Majeure:

Neither party shall be liable for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party (“Force Majeure Event”). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance to its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for Grand Valley State University. In the event that any Force Majeure Event delays a party’s performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

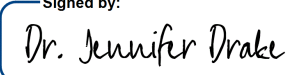
21. Entire Agreement

This Agreement represents the whole, full, and complete agreement by and between the parties regarding the subject matter and supersedes all other discussions, verbal or otherwise, and agreements between the parties regarding the subject matter.

22. Signature Authority

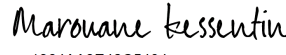
Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

**For and on behalf of
Grand Valley State University and
College of Computing**


Signed by:

B2DEBBD4DC40426...
Jennifer Drake, Ph.D.
Acting Provost and Executive Vice President for
Academic Affairs

Grand Valley State University
Date: 11/8/2024 | 6:33 AM EST

Acknowledged by:
GRAND VALLEY STATE UNIVERSITY
COLLEGE OF COMPUTING

Signed by:

1304AA3E42C5404...
Marouane Kessentini, Ph.D.
Dean,

ESPRIT

Signé par :

A05972A2EE22462...
Tahar Ben Lakhdar, Ph.D.
President
Ecole Supérieure Privée d'Ingénierie et de
Technologies

Date: 11/7/2024 | 12:14 PM CET

College of Computing

Date: 11/7/2024 | 6:53 AM EST
