

**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 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 in 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 each institution's campuses.
- III. Objective: This Agreement aims to encourage international education cooperation, including opportunities for exchanges between institutions in mutually beneficial areas.

**1. 3+2 Program**

- A. Up to thirty (30) qualified ESPRIT students, after having completed the third (3<sup>rd</sup>) year of their bachelor'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 for the combined BS/MS program. Upon satisfying the degree requirements for the undergraduate and graduate degree programs in Computing within GVSU-CoC, ESPRIT students will be conferred with the corresponding degrees from GVSU-CoC upon the recommendation of the faculty at GVSU-CoC.
- B. GVSU-CoC will require ESPRIT students 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 admission standards of the combined BS/MS programs in computing at GVSU pursuant to this Agreement may be accepted to study at GVSU-CoC in the 3+2 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 ninety (90) transfer undergraduate credits from ESPRIT in which the ESPRIT student has earned a satisfactory grade (equivalent to 2.0 on a 4.0 grading scale) and is 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 for the transfer of ESPRIT student's ESPRIT credit for the GVSU-CoC degree program in COMPUTING. Suppose a ESPRIT student transfers out of the joint BS/MS degree program in COMPUTING at GVSU-CoC and later applies for and is admitted to a different graduate program at GVSU. In that case, 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. Section G outlines the degree conferral requirements.
- E. ESPRIT students will be required to enroll for a minimum of twelve (12) credits at the undergraduate level or 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 semester 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 per 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 bachelor's and 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 3+2 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 3+2 Program during the entire term of their 3+2 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 their immigration status. ESPRIT students are responsible for paying any fees or amounts required to maintain valid legal immigration status in the USA, including, but not limited to, the application of visa needed, permit, and/or associated immigration fees.

**4. Tuition and Fees; Scholarship**

- 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 the commission of ESPRIT student fees established and billed to and collected directly from each ESPRIT student by Grand Valley State University.
- B. GVSU-CoC will provide a scholarship to ESPRIT students participating in the 3+2 Program at GVSU-CoC. Such scholarship shall represent the difference between GVSU-CoC's current resident and international student tuition rates. The scholarship is for one (1) year for the undergraduate portion of the degree, with the possibility to extend for one (1) additional year (with prior approval of GVSU-CoC in writing) for a maximum of two (2) years or four (4) semesters. ESPRIT students will be required to maintain a minimum cumulative GPA of 2.5 at the undergraduate level (on a 4.0 grading scale, calculated only on courses taken at GVSU-CoC) to continue receiving the scholarship. Additionally, to receive the scholarship, ESPRIT students will be required to maintain full-time enrollment status while attending GVSU-CoC.

**5. Student Personal and Medical Costs**

- A. Travel and transportation (domestic and international) costs are not included in 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 exchange student. Neither Party shall be responsible for such costs/fees. 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 per 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 3+2 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.



Address: Zone Industrielle Chotrana II, BP 160 Pôle Technologique Al Ghazala,  
2083 Ariana, Tunisia

Email: [lamjed.bettaieb@esprit.tn](mailto: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 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. If necessary, the dispute will be escalated to the appropriate higher-level managers of the parties.

**14. Financial Obligations; Limitation of Resources Committed**

Neither party shall assume any financial obligations under this Agreement except as expressly provided. This Agreement does not create an obligation for either party to provide the resources necessary to carry out any part of this Agreement. At its sole discretion, either party 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 to promote this Agreement and any joint programs and projects developed hereunder. The rights granted by GVSU under this agreement are limited to using 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 carefully and prudently. Except as otherwise outlined 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 other than to use them per the terms 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 creates no agency, partnership, joint venture, or employment relationship. In performing their respective duties and obligations under this Agreement, each party is acting as an independent contractor and is responsible only for its own conduct.

**17. Assignment/Transfer**

This Agreement shall be assigned or transferred by both parties with the other party's written approval.

**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 modifications 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, the 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"). If 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. Suppose 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. In that case, the other Party may terminate this Agreement immediately upon written notice.

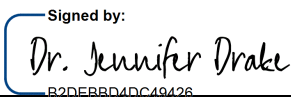
**21. Entire Agreement**

This Agreement represents the whole, entire, and complete agreement by and between the parties regarding the subject matter. It 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 legally bind the party.


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

Signed by:  


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

Grand Valley State University

**ESPRIT**

Signé par :  


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

11/8/2024 | 6:33 AM EST  
Date: \_\_\_\_\_

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

Acknowledged by:  
GRAND VALLEY STATE UNIVERSITY  
COLLEGE OF COMPUTING

Signed By: 

1364AA3E42C5404...  
Marouane Kessentini, Ph.D.  
Dean,  
College of Computing

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