



**EXCHANGE AGREEMENT
BETWEEN**

**University of Toulon
And
Northwestern State University**

In recognition of their common interests in developing bilateral relations and being convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between the University of Toulon, (hereafter "UTLN") and Northwestern State University, (hereafter "NSU"), Natchitoches, the United States of America, agree to establish the following exchange agreement of Academic Cooperation.

I. General

- Article 1** The institutions agree to exchange experience and information on questions of pedagogy, methodology, organizations, the contents of instruction and the training of faculty and students, as appropriate and according to their possibilities.
- Article 2** The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activity and achievements of both institutions and according to the internal regulations of each one.
- Article 3** The institutions agree to exchange faculty members, professional administrators and students (Undergraduate and Graduate) who are interested in doing so, for educational and cultural purposes.
- Article 4** The institutions will be able to develop research projects in related subjects that they consider relevant/appropriate, for which they must carry through the necessary procedures.
- Article 5** Both parties agree that the collaborative efforts in this document do not represent obligation for any of the parties and that before the beginning of any activity, they must be mutually agreed through the signing of specific agreements.

II. Exchange of Faculty Members

- Article 6** Both institutions may exchange faculty members as needed and according to their possibilities.



Article 7 The exchange faculty member shall participate in teaching, delivering lectures or giving special programs such as workshops for people of the receiving country related with the host institution.

Article 8 Any cost and expenses that may be incurred by jointly performing research programs and research activities shall be negotiated and agreed upon to the satisfaction of both parties before starting such programs and activities.

III. Exchange of Students

Article 9 Both institutions may exchange students: with a maximum of 2-3 students per academic year receiving waiver of tuition. Room, Meal Plan, Books and insurance will be the responsibility of the visiting student.

Article 10 Both Parties agree to the goal of having a balance in the exchange over a five-year period.

Article 11 The exchange of students shall be for (1) study in degree programs (undergraduate and graduate) and (2) participation in research programs, cultural activities, language learning, etc.

Article 12 While participating in the exchange program at the host institution, the exchange student will be responsible for the cost of travel expenses to and from the host country, accommodation in the host country, all books, equipment, consumables, hospitalization, health insurance, and other incidental expenses. The host institution bears no responsibility for providing funds to an exchange student for any purpose.

Article 13 Admission and graduation of exchange students shall be made in accordance with the charter and policies of the host institution, in accordance with the specific agreements established in writing by both parties.

Article 14 Students, teachers or exchange administrative staff are subject to the student code of conduct and academic policies and other applicable regulations of host institutions. Any appeal to violations of this type of policy must follow the procedures of the host institution with written notice to the sending institution.

IV. Joint Research and Others

Article 15 The institutions agree to carry out joint research on current problems of mutual interest, as appropriate.

Article 16 Both institutions agree to discuss further other proposals relating to future collaboration and exchange, including the possibility of brief exchange visits, joint publications of research, joint patenting and other similar steps, as appropriate.

Article 17 The host institution shall not bear any financial responsibility for visiting staff, except as may be arranged and explicitly documented for specific cases.



V. Terms of Agreement

Article 18 Each institution should designate a liaison to oversee and facilitate the implementation of this cooperation agreement. "NSU" appoints the Executive Vice President of University and Business Affairs Dr. Marcus Jones and "UTLN" designates the Vice President for International Affairs Pr Walter Aschbacher.

Article 19 Institutions undertake to refrain from using any name, emblem, logo, trademark or other sign associated with the other institution without having previously obtained the written authorization of the other to do so. In addition, this agreement does not grant either party the right to use other trademarks, trade names or service marks of the other.

Article 20 If as a result of the collaborative activities defined under the terms of this agreement, results are produced that have the potential to become INTELLECTUAL PROPERTY, both institutions must immediately notify the other institution of the results and bring together the designated representatives in order to establish an equitable and reasonable distribution of property rights and other interests that may arise from it. Such discussions should at all times endeavor to preserve and continue a harmonious relationship between the two parties.

All publications resulting from the collaboration between the two institutions must give due recognition to the other institution for their contributions. In addition, the relationship between the two institutions should be mentioned in all courses and formal presentations resulting from collaboration under the terms set forth in this agreement.

Article 21 The institutions shall keep confidentiality with respect to the activities covered by this Agreement, in cases where it is considered necessary.

Article 22 The institutions agree that the personnel commissioned by each of them for the realization of the subject matter of this agreement shall be understood to be exclusively related to that which employs it. Therefore, it will assume its responsibility for this concept and in no case will be considered as solidarity patterns or substitutes; In virtue of this, each one will be responsible in matters of housing, social security, union contributions; taxes and other.

Article 23 This Agreement is established for a period of five years, effective on the date of its last signing, but may be terminated early by an institution upon written notice to the other institution as least six months prior to termination. The Agreement will be reviewed in its final year by representatives from both institutions and may be extended by mutual written approval of both institutions. In the event of termination, the institutions shall endeavor to minimize the disruption to students then participating in any programs or activities developed under the auspices of this agreement.

Article 24 Issues not stipulated in this contract will be decided by mutual agreement, which must be in writing. Details of these issues may be included in the appendix to this agreement.



Article 25 Nothing in the agreement shall be executed if the institutions do not have identifiable funds to support the activities.

Article 26 The present agreement and the specific instruments for the activities that derive from it, is a product of good faith, for which reason they will carry out all possible actions for their due fulfillment, but in case of any discrepancy, on their interpretation or fulfillment, voluntarily And by mutual agreement, shall be resolved between the holders thereof.

This academic cooperation agreement is signed in quadruplicate, two in French and two in English, in the city of Toulon, France and Natchitoches, United States respectively:

A blue ink signature of Pr Eric Boutin is written over a circular blue seal. The seal contains the text "Université de Toulon" around the perimeter, "La Présidence" in the center, and two stars on either side.

Pr Eric Boutin
President, University of Toulon

DATE: 01/03/2018

A purple ink signature of Dr. Chris Maggio is written over a horizontal line.

Dr. Chris Maggio
President, Northwestern State University

DATE: 03/29/2018

WITNESS

A blue ink signature of Pr Walter Aschbacher is written over a horizontal line.

Pr Walter Aschbacher
Vice President for International Affairs

A blue ink signature of Dr. Marcus Jones is written over a horizontal line.

Dr. Marcus Jones
Vice President for University Affairs