



MEMORANDUM OF AGREEMENT

In order to increase international collaboration and awareness between the United States of America and Canada, let it be known that this document serves as a Memorandum of Agreement (MOA) between the University of Louisiana at Lafayette (Louisiana, US) and the Université de Moncton (New Brunswick, Canada) to expand the knowledge between the two countries about the culture of each country and establish a new level of interaction for a new generation of engineers, technologists, and scientists. The goals of this agreement are to foster collaboration in terms of joint educational resource development, technology, research and development (R&D), and the associated commercialization of promising processes that may benefit the economies and people of the two countries. These entities are hereto referred to as the Participating Institutions or Parties (University of Louisiana at Lafayette [UL Lafayette] and the Université de Moncton), and thus, having similar energy and ecological resources, technical interests, and shortage of technology professionals enter into this agreement with the over-arching goal to expand both knowledge and educational opportunities between the two countries. Hence, this MOA has been drafted as a means of detailing a variety of mechanisms to meet this goal and declaring strong commitment to initiate substantial and meaningful interaction in the areas of education and technology development.

1.0. BACKGROUND

The Parties acknowledge that there exists a need for the production of additional engineering and scientific skill sets within their respective countries, and as such, deem educational collaboration toward improving both the numbers of engineering and science graduates and quality of the education experiences provided to these graduates of great mutual interest.

The Parties also acknowledge that recent agreements and policy changes have been made between the two countries that dramatically facilitate an increase in the potential for formal collaboration of great benefit to each country in terms of increased interaction between universities; economic growth; technological exchange; and technology commercialization. Specifically, this MOA will detail a formal interactive agreement between the Parties with agreed upon guidance on how to stimulate these meaningful interactions.

2.0. MOA GOALS AND SCOPE

All Parties agree that the goal of this MOA is to establish the terms and conditions for collaboration between the Parties to achieve a high level of formal interaction in areas of mutual interest and benefit as set by the details within this MOA. The over-arching goal is to enhance the overall technical and educational capabilities of the Parties through an organized and formal collaboration. More specifically, this MOA details a formal agreement to collaborate in the areas of undergraduate program of studies articulation; student exchanges; graduate student education opportunities; joint R&D activities; faculty exchanges; post-doctoral positions; academic program tours, and technical exchange forums. Each aspect of these activities is detailed in subsequent paragraphs of this MOA.

3.0. ORGANIZATION AND OPERATIONAL MANAGEMENT

An Executive Committee will be organized by the Parties and will be composed of the following membership: Vice-President of Research from UL Lafayette; Vice-President for Enrollment Management from UL Lafayette; Dean of Engineering from UL Lafayette; Dean of Sciences from UL Lafayette; and, Director for International Studies from UL Lafayette; Dean of the Graduate School from UL Lafayette; the Assistant Vice-President for Academic Programs from UL Lafayette; and up to seven members as selected by the Université de Moncton. This committee will meet via conference calls to be organized at least twice a year. These communications will be used to gauge and facilitate targeted program advancement and technology development activities. Initially, this committee and/or its appointees will address articulation issues with course credit transfers and aligning educational offerings to facilitate smooth student transition.

The Executive Committee will also facilitate exchange of information on the backgrounds and interests of key faculty along with descriptions of the educational programs

offered by each party member to further accelerate interactive dialog between the Parties. Both educational and research interests will be pursued through this interaction.

4.0. PLANNED KEY ACTIVITIES

Numerous activities are planned for implementation that are designed to meet the goals of this MOA and as such as presented in the subsequent sub-sections of this section. Note that the implementation and optimization of this MOA is charged primarily with the Executive Committee with the leadership of both institutions placing a high priority on the success and later expansion of this joint venture. Key activities include:

4.1. Student Exchanges

The parties agree to offer, at no cost to the host institution, annual opportunities for student visits (both at the undergraduate and graduate levels) via formal visits at the host institution which will allow the visiting students to work within the research laboratories of the host institution while touring regional industries involved in technology development of mutual interest along with exposing the visiting student to cultural experiences so that they may learn more about the host university and region. Note that all costs associated with the visit in terms of travel, lodging, stipends, and meals are to be covered by the students. However, the visiting student and their home institution will not be charged for laboratory costs, computer charges, supplies, and other costs of normal laboratory operations that are associated with the visiting student being present at the host institution. The objective of these exchanges are to provide the visiting students with a unique educational experience that will teach them new technology development methods and/or associated data management while stimulating joint R&D interest between the two institutions and providing an opportunity to learn more about the people and culture of the two countries and associated regions where the universities are located.

Both institutions will exchange a maximum of two (2) students per year for one semester or one academic year on a basis of reciprocity. However, if the number of candidates is not reciprocal in a given year, the institutions have a period of five (5) years to achieve full reciprocity.

Each institution is responsible for the selection of its students participating in the exchange. Candidates will be selected based on their application accompanied by their transcript

and a letter of recommendation from the person in charge of the international office at each institution.

4.1.1. Basic Obligations of the Parties

The basic obligations of each party in this agreement are set forth in the following paragraphs:

- 1) The other costs associated with the exchange (various insurance fees, repatriation, accommodation, purchase of books, transportation, student association fees, health screening, placement exams, etc.) are the responsibility of the student.
- 2) The host institution will assist each student in the search for suitable accommodation for the duration of the program. If the student lives on-campus, the rental contract will be established on behalf of the student.
- 3) Exchange students are not eligible for the scholarship programs of the host institution, since they pay registration and tuition fees to their home institution. However, they are eligible for the scholarship programs offered by their home institution.
- 4) Students enrolled at UL Lafayette will be required to purchase and maintain adequate health insurance coverage during the duration of exchange at UL Lafayette. The health insurance coverage must meet minimum requirements prescribed by UL Lafayette.
- 5) All international students must purchase the Université de Moncton's medical and hospitalization insurance.
- 6) Exchange students are responsible for asking the host admissions office to send a transcript to their home university. Institutions are not required to send transcripts to students automatically.
- The home institution is responsible for informing students of the financial conditions of the exchange.
- 7) Exchange students must conform to the rules of the host institution. Throughout the duration of the exchange, students will have access to all the facilities of the host institution and will benefit from available services, in accordance with the standards and conditions applied by each institution with respect to its own students.
- 8) Students will be subject to laws of the national, state, and local jurisdictions in which UL Lafayette is located, and will be expected to comply with such laws.

- 9) Students who wish to pursue their studies at the host university after the exchange will be submitted to the admission and registration rules that apply to all non-exchange students and will be subject to the same registration and basic fees.
- 10) Students will be responsible for maintaining valid and legal immigrant status for the entire duration the exchange.

4.1.2. Pre-Application and Admission Requirements

Students from the University of Louisiana at Lafayette with a language other than French as their first language will be subject to a language proficiency test when they submit their application for admission. The language proficiency test takes the form of an oral communication exam via Skype administered by a professor from the Université de Moncton. Students will also have to write a placement test in French at the Université de Moncton upon arrival.

Students from the Université de Moncton will have to meets the following requirements of English proficiency evidence for UL Lafayette: (A) TOEFL Scores - original results of the Test of English as a Foreign Language (TOEFL) with a minimum score of 550 on the paper-based test, minimum score of 213 on the computer-based test, or a minimum of 79 score on the internet-based test is needed for admission, or (B) original results of the International English Language Testing System (IELTS) with a minimum score of 6.5 required for admission;

4.2. Joint Research Activities

Several modes of research collaboration will be initiated through this MOA. Albeit, all potential modes of such activity cannot be completely detailed in this document, example opportunities are detailed in subsequent subsections of this section as a means of providing guidance to the Executive Committee to expand on detailing and initiating potential opportunities.

4.2.1. Graduate Student Positions at UL Lafayette

A key goal of this MOA is to initiate a significant graduate student exchange between the Parties. Under this MOA, the Parties will periodically exchange information on graduate student funding opportunities available at the two participating institutions (Parties) with encouragement for students to apply toward these opportunities. This MOA does not assure

that applicants will be selected since they will undergo the same review and selection process of any other applicant to each respective program; however, the Parties do agree to place a priority toward the selection of qualified applicants from the other Participating Institution when appropriate student positions are available. In the case of any student selected into a graduate student position at either UL Lafayette or the Université de Moncton, a graduate faculty member from the original home university (UL Lafayette or the Université de Moncton) of the student will be invited to join the graduate committee of the student at their new institution to stimulate faculty interaction between UL Lafayette and the Université de Moncton. Note that all costs associated with participating in the graduate committee of the new host institution will be paid by the faculty member's institution and not the host institution or can be done via video conference to reduce the costs. Also, faculty members from the alumnus institution of the student must meet the committee membership criteria of the host institution. Finally, this MOA also encourages UL Lafayette and the Université de Moncton to fund student graduate education opportunities at either UL Lafayette via Canadian-based funding or UL Lafayette students at the Université de Moncton via UL Lafayette-based funding. The Executive Committee is challenged, via this MOA, to identify and initiate such exchange programs. The goal of this initiative is to stimulate joint technology development and a stronger collaborative culture between the Parties and their respective countries.

4.2.2. Faculty Education and Training

This MOA strongly encourages additional education of the faculty (such as the obtainment of a PhD) at the various Parties to foster increased relationship and enhance the educational opportunities at the two universities. Faculty from the Parties will be given preference to advanced education experiences, such as PhD and Graduate Certificates, by the other Party where applicable and allowed. The cost of these experiences will be handled on a case by case basis.

4.2.3. Faculty Visits

Faculty visits are encouraged between UL Lafayette and the Université de Moncton. The Parties agree to explore numerous mechanisms to facilitate such visits with the Executive Committee tasked to lead this effort. Envisioned visits include guest lectures, laboratory tours, field trips, conference participation, and long-term research sabbaticals. Policies are already in place at two institutions to facilitate these exchanges and as such apply and shall be adhered to.

The cost of these exchanges will be handled as a case by case basis with no formal, blanket commitment of funding/support provided or inferred by the Parties.

4.2.4. Joint R&D Projects

Faculty from the two universities are encouraged to initiate joint R&D projects of mutual interest via self-generated funds or third party funding opportunities within either country. As such, this MOA serves as a formal statement of interest by the Parties to facilitate to the extent possible this type of interaction. These projects will be formulated on a case by case basis with all applicable rules and regulations in effect. The Parties will develop numerous mechanisms to initiate a series of joint R&D projects. The overall goal is to stimulate technology transfer and to develop stronger collaboration.

4.2.5. Presentation Opportunities

The Parties commit to exploring and offering opportunities for faculty members from the two institutions to present technical papers at appropriate regional and national conferences and symposia.

5.0. APPLICATION LAWS, REGULATIONS, AND INSTITUTIONAL RULES

This MOA does not replace, supersede, cancel, nor modify any applicable federal, state, regional, and institutional law, rule, and/or policy. All applicable laws, rules, and policy remain in force and will apply. The offices within each Party Institution that manage international collaborations are challenged to facilitate the interaction detailed above.

6.0. INTELLECTUAL PROPERTY (IP)

This MOA does not reduce and/or eliminate the rights and privileges associated with all IP owned or under development by the two participating universities. IP that is jointly developed by any two parties or more associated with this MOA will be managed by the applicable office of each involved entity as these opportunities emerge.

7.0. FINANCIAL SUPPORT

This agreement commits both parties to making only a minimum financial contribution to the management of the agreement. Each institution is responsible for meeting its own financial obligations within this agreement.

8.0. COMMENCEMENT AND DURATION OF THE AGREEMENT

This MOA may be modified through the mutual discussion and consent of the two universities, and shall remain in effect from the date of signature for an initial period of five years. Thereafter, it shall be automatically renewed each year; however, after the initial period either university may terminate or revise the agreement by giving one year written notice of such intent. In the event that either party terminates the MOA, the host institution of a student at that host institution shall honor the terms of the MOA for students whose exchange has been approved prior to termination, as if the MOA remained in force for the period of exchange. Also, note that after the first five year period of this MOA, the timeframe for renewal may be revisited and modified as an addendum to this agreement if both parties are agreeable.

9.0. SIGNATURE OF APPLICABLE OFFICIALS

After reading this MOA and with full knowledge of its content and scope of the various sections making up this MOA, the following authorized officials from UL Lafayette and the Université de Moncton on the dates listed by their signatures enter into this MOA in full faith in support of its content and spirit of collaboration. Additionally, by signing this MOA, all parties agree that this is a starting point for a new age of stronger collaboration that strives to improve the condition of each region associated with the Parties.

In witness whereof, the Parties have caused this agreement to be executed as of the date written below,

Dr. Joseph Savoie,

President of the University of Louisiana

at Lafayette (US)

Date: 1/5/16

Date: 2/15/16

Dr. Raymond Théberge,

Recteur et vice-chancelier of the Université de Moncton (Canada)