# CO-OPERATION AGREEMENT

#### between

Ecole Nationale Supérieure pour l'Industrie et l'Entreprise National School of Computer Science for Industry and Business, Evry Cedex, France hereafter referred to as ENSIIE

and

School of Business Manhattan College, New York, USA Hereafter referred to as MC

Preamble

In accordance with a mutual desire to promote international cooperation in support of business education and scholarship, the School of Business at MANHATTAN COLLEGE (MC) and ENSIIE join in the following agreement on cultural, educational and scholarly cooperation.

Article 1

This agreement constitutes the entire agreement between the parties and all prior discussion agreements, and understandings, whether verbal or in writing, are hereby merged into this agreement.

This agreement is not considered to be a binding contract with legal and financial relationships between the parties, but is designed as a means to facilitate and develop a genuine and mutually beneficial process. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees on profits, arising from the agreement except as provided for in article 3, bullet 2.

Article 2

Both institutions will encourage collaboration between scholars (faculty members, research associates, graduates and undergraduate students, and such other designations or titles as each institution might apply to its scholars), academic programs and departments, and research laboratories, centers, institutes, and bureaus, in the domain of business education and research.

- Article 3 Within the scholarly domains designated in article 1, both institutions, subject to availability of financial resources, agree to the following general principles of cooperation:
  - Encourage (1) collaborative research, (2) publication of scientific results and research.
  - Negotiate agreements on the sharing of any revenues derived from commercialization of derivative products based on collaborative research
  - Issue invitations to scholars to deliver lectures and to participate in round table discussions
  - Seek invitations for scholars to attend and participate in professional meetings such as colloquia, workshops, symposia and conferences
  - Seek invitations for scholars for the purpose of advancing research publication and technology exchange
  - Seek invitations for faculty members to teach and to advance instructional methodology
  - Solicit graduate students to study, acquiring language proficiency and cultural awareness as well as advancing knowledge and skills in the designated professional areas.

## Article 4 DESCRIPTION OF THE STUDENT EXCHANGE PROGRAM

#### Eligible participants:

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Participants in the exchange program will be:

- Students, enrolled in the ENSIIE curriculum, who have completed some foundational business courses, or are willing to complete such courses during the summer prior to beginning the exchange program.
- Students, enrolled in the MC curriculum, who are willing to improve their knowledge of the management of European enterprises, increase their capacities in applied mathematics.

#### Number of participants / Description of the exchange program:

- ENSIIE will send less than 12 students per year within the following framework:
- for a year of studies in the MC Master of Business Administration (MBA)
   Program. The program consists of twelve (12) courses, each of which is
   three (3) credits for a total of thirty six (36) credits. Up to six (6) credits
   (two courses) can be transferred from the student's home institution;

- 2) for a possibility of Summer School in Business Foundations organized by MC:
- MC will send MBA student (with faculty) projects at ENSIIE during the winter or summer terms acquiring advancing knowledge and technical skills in applied mathematics and management.

The School of Business at MC will determine appropriate programs of courses to be taken at Manhattan College. The equivalence of courses, credits, final examination procedures, grades, and all other academic aspects will be determined in detail and in advance by the respective boards and faculty members and clearly stated in all program descriptions given to students.

### Selection of participants and documentation:

Student participants will be screened for eligibility for admission by the home institution. Each institution shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host institution in the selection of courses.

Each institution will be required to supply a detailed dossier on each student at least 6 months before the beginning of the period abroad: academic background, courses followed at the home institution, grade report, fields of interest for any possible research project.

Academic achievement reports will be sent to the student's home institution at the conclusion of each semester, no later than 3 weeks after the last day of final examinations. In most cases, this will be by official transcript used at the discretion of the home institution.

#### Language skills:

ENSIIE will present candidates who are proficient in the English language. This will be either certified by the TOEFL or TOEIC test or by a member of the ENSIIE faculty.

### Financial arrangements:

Students will remain members of their home institution. Students will pay tuition and fees directly to the host institution (MC).

Students are responsible for all living expenses (accommodation, food, books) incurred during the period abroad.

considered as a completed program for the student. In addition, each host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. Each institution will consult before finalizing such action.

- Article 3 The parties agree to identify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either institution or any of their employees. The relationships of ENSIIE and MC under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being a partner or agent of the other party. Neither MC nor ENSIIE shall be liable for acts of the other, nor shall they be liable for the acts of students participating in this program.
- Article 4 The terms and conditions of this agreement may be prescribed at the time of its signing and at various times thereafter by public law and institutional policies affecting each institution. The institutions will, in that event, negotiate in good faith to remove impediments to realizing the intent of the agreement as set forth in the Preamble.
- Article 5 At MC, the Dean of the School of Business, shall be the person principally responsible for administering this agreement and the cooperative program. At ENSIIE, the Director of the School shall be the person principally responsible for administering this agreement and the cooperative program.
- This agreement covers a period of three years from the date of its signing. Thereafter, it will be renewed automatically except if one of the parties gives notice of termination no later than September in any year. Termination would not affect students already engaged in the program. Otherwise, the agreement shall be deemed to have expired.

The text of this agreement is executed in English.

# Signing for Manhattan College and for ENSIIE Evry

For Manhattan College;

Signature:

Date:

William CLYDE

Position:

Provost & Executive Vice-President

For ENSIIE:

Signature:

Date:

Name: Mr. Ménad Sidahmed

Position: Director

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