

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NORTH DAKOTA STATE UNIVERSITY, FARGO, ND, USA**

**AND**

**UNIVERSITY OF ENGINEERING & TECHNOLOGY, PESHAWAR, PAKISTAN**

As a result of the visit by a team from University of Engineering & Technology, Peshawar, Pakistan, and in recognition of the long-standing and friendly relationships of fruitful cooperation between the United States and Pakistan, and with the aim to strengthen their scientific and scholarly links,

University of Engineering & Technology, Peshawar, Pakistan, with its Principal Seat at Peshawar, Pakistan, hereinafter referred to as UET, Peshawar

and

North Dakota State University, with its principal offices located in Fargo, North Dakota, U.S.A., hereinafter referred to as NDSU

agree and conclude as under:

**Article 1: Purpose of the Agreement**

The purpose of this Agreement is to establish cooperative professional relations between UET, Peshawar and NDSU.

**Article 2: Fields of Cooperation**

Both UET, Peshawar and NDSU agree to establish, continue and renew the scientific and scholarly cooperation between the faculties and departments of both institutions.

**Article 3: General Areas of Cooperation**

Within the mutually designated fields, both institutions agree to, and shall endeavor, in so far as their financial means allow, the following general forms of cooperation between the institutions:

- 3.1** The exchange of faculty, research scientists, and institutional managers for short periods, which will generate and encourage continued scientific and scholarly cooperation between the two institutions.
- 3.2** The organization of joint research activities, which may be supported by the exchange of scientists, scholars and technical staff members.

- 3.3 The education of graduate students from UET, Peshawar seeking advanced degrees from NDSU (see Article 5).
- 3.4 The organization of joint conferences, seminars, symposia, summer courses, other short courses, etc.
- 3.5 The exchange of publications and other scientific materials for scientific scholarly, educational and informational purposes, in order to strengthen the friendly relationships between both institutions.

**Article 4: Financial Arrangements**

- 4.1 Both institutions accept that all financial arrangements are to be negotiated, and are dependent upon the availability of funds.
- 4.2 Both institutions, in addition to their own funding sources, may seek financial support from national and international organizations for the activities and exchanges to be undertaken in the terms of this Agreement.
- 4.3 A detailed cooperation program in respect to the General Areas of Cooperation (Article 3) shall be reviewed annually by the representatives of both institutions. The program included from the annual review shall be a full part of this Agreement.

**Article 5: Education of Degree-Seeking Graduate Students**

In recognition of need and desire of UET, Peshawar to strengthen its existing faculty by encouraging and supporting junior faculty and other staff members in their pursuit of advanced degrees, NDSU agrees to give special consideration to applicants from UET, Peshawar seeking admission in graduate degree programs at NDSU. This special consideration, however, may not circumvent the normal student application and admission procedures of the Graduate School of NDSU (including GRE and TOEFL/IELTS score reports), or by the individual academic departments to which faculty and staff from UET, Peshawar may apply. To facilitate the acceptance and education of applicants from UET, Peshawar at NDSU, the parties agree to follow the guidelines below:

- 5.1 Applicants from UET, Peshawar must submit official applications for admission, following the standard procedures for international graduate students as established by the Graduate School at NDSU, as delineated on their website at:

[www.ndsu.edu/gradschool/prospective\\_students/international\\_applicants/](http://www.ndsu.edu/gradschool/prospective_students/international_applicants/)

In addition, the nominated officer at UET, Peshawar shall provide a list of all applicants to the Dean of the College of Graduate and Interdisciplinary Studies at NDSU. The list should include the specific degree program to which each individual is applying. Eligible individuals from UET Peshawar may apply to any academic program offered at NDSU as a full-time degree-seeking student. However, NDSU programs are not obligated to accept UET, Peshawar applicants.

- 5.2 Qualified UET, Peshawar applicants who have been admitted to NDSU shall hereafter be called “UET, Peshawar Fellows” in this document. Both UET, Peshawar and NDSU agree that the UET, Peshawar Fellow program will be initiated in the Fall Semester 2015.
- 5.3 A Fellow may apply to any academic program offered at NDSU, as a full-time degree-seeking graduate student, at a level determined by NDSU.
- 5.4 The number of Fellows to be accepted by NDSU is negotiable and shall ultimately be determined by the availability of academic (thesis) advisors at NDSU.
- 5.5 Financial Arrangement. For each Fellow admitted for Fall 2015 and thereafter, UET, Peshawar and NDSU agree to the following financial arrangements, set forth on a per student/per academic year basis for up to three (3) years of support for each Fellow accepted through this program.

5.5.1 For each UET, Peshawar student registered at NDSU, UET, Peshawar will provide to NDSU US\$12,000 per year to be directly dispersed to students for room and board costs, books, and other costs associated with studying in the U.S. An additional amount will be provided by UET, Peshawar to NDSU to pay charges in accordance with sub-paragraph 5.5.3 below. The amounts provided to NDSU by UET, Peshawar may change each year pursuant to sub-paragraph 5.5.4 below.

5.5.2 For each UET, Peshawar Fellow registered in full standing at NDSU, NDSU will provide 100% waiver on the base non-resident tuition. Full academic standing requires a student to maintain a Cumulative Grade Point Average of 3.00 or greater depending on specific requirements of the student’s degree program as mandated by the individual NDSU academic departments.

5.5.3 NDSU’s Customer Account Services will invoice UET, Peshawar at the beginning of July for the upcoming academic year, the estimated annual charges for anticipated students, based on an academic load of 9 credits per semester for fall and spring semesters and 6 credits for summer. The annual estimated charges are due by September 15<sup>th</sup> of the academic year. If the payment is not received by NDSU by September 15<sup>th</sup>, UET, Peshawar students risk termination of their registration. The annual charges billed will include:

- A stipend of \$12,000 per student for living expenses. The stipend will be paid to each student at \$1,000 per month starting September 1<sup>st</sup> of the academic year.
- Required health insurance, student fees, course fees, program differential tuition (formerly called program fees), immigration fees, orientation fees, and other charges associated with studying at NDSU. Actual charges for each student will be applied against UET, Peshawar payment on a semester basis.

NDSU will invoice UET, Peshawar in the middle of November for new students starting the spring semester, the estimated charges for the remaining academic year. These estimated charges are due by January 31<sup>st</sup>. If the payment is not received by NDSU by January 31<sup>st</sup>, the new students risk termination of their registration. The estimated charges billed will include:

- A stipend of \$7,000 per student for living expenses. The stipend will be paid to each student at \$1,000 per month starting February 1<sup>st</sup> of the academic year.
- Required health insurance, student fees, course fees, program differential tuition (formerly called program fees), immigration fees, orientation fees, and other charges associated with studying at NDSU. Actual charges for each student will be applied against UET, Peshawar payment on a semester basis.

NDSU will provide a statement at the end of each semester disclosing the actual charges for each student, and the remaining unapplied balance of UET, Peshawar payment to use for the future semesters.

In the event the estimated amount paid by UET, Peshawar is less than the actual charges incurred, NDSU will submit an additional invoice at the end of the academic year. The invoice is due with the payment for the subsequent academic year.

In the event the estimated amount paid by UET, Peshawar is more than the actual charges incurred, NDSU will carry forward the additional amount and reduce the subsequent year's invoice by this overage.

5.5.4 UET, Peshawar will deposit money in an account established by NDSU for the purpose of this agreement. Prior to each academic year, a summary of anticipated costs will be prepared as an overall estimate of the cost for Fellows at NDSU. This will permit cost changes to be absorbed through the Agreement. Although it is not envisioned that cost increases will exceed 10% per year, the parties acknowledge that such increases may be greater than 10% in any given year.

5.5.5 If a student, due to circumstances beyond his/her control, is unable to complete the degree requirements in three (3) complete years (36 months measured from the time they start at NDSU), a written waiver will be created that clearly defines the need for a time extension and estimated time to completion, which may be signed by UET, Peshawar and NDSU specifically for the affected student.

5.5.6 Students whose Cumulative Grade Point Average (CGPA) falls below 3.0 will have one additional semester to resolve their grade deficiency. If their following semester Cumulative Grade Point Average (CGPA) does not meet the minimum 3.0 requirement, the student will not receive further support from NDSU or UET, Peshawar. Students are also subject to the rules and procedures described in NDSU's Graduate Assistant Policy.

- 5.6 UET, Peshawar acknowledges that its faculty and staff who successfully become students of NDSU are subject to its requirements, rules, and provisions governing student affairs. Participating students are subject to the admissions regulations, including language proficiency, class performance standards, and all policies and procedures of the NDSU Graduate School and the academic program to which they have been accepted. Participants must also conform with the NDSU Code of Conduct, any applicable “honor codes” established by specific programs or departments of NDSU and other policies of NDSU, specifically including, but not limited to rules prohibiting academic misconduct, academic dishonesty or plagiarism. Students are expected to meet the minimal academic “good standing” requirements of NDSU. In the event students do not meet the requirements specified in this paragraph, NDSU has the right to terminate the student(s) from NDSU as further detailed in the Termination Section below. UET, Peshawar shall advise its students of their obligation to follow the rules and regulations detailed in this Agreement.
- 5.7 NDSU and UET, Peshawar acknowledge that any modifications, revisions or additions to the UET, Peshawar - NDSU program discussed in this Agreement must be reviewed and mutually approved by both parties of this Agreement before being offered to UET, Peshawar faculty and staff, however, NDSU reserves the right to make any necessary changes to the program at its sole discretion if it is deemed necessary, of which it shall provide advance information to UET, Peshawar.

**Article 6: Administration**

- 6.1 Activities and exchanges in the framework of this Agreement shall be administratively coordinated for UET, Peshawar by the Office of the Registrar, and for NDSU by the College of Graduate and Interdisciplinary Studies.
- 6.2 Subject to prior written approval, and subject to institutional policies regarding the use of logos, UET, Peshawar and NDSU will be authorized to use corresponding university logos in conjunction with their brochures, publications, advertisements, letterhead, and material, which make reference to this Agreement.

**Article 7: Mutual Agreement on Candidates**

Both the sending and hosting institutions shall agree in advance on each exchange candidate, both faculty and staff member, in the framework of this Agreement.

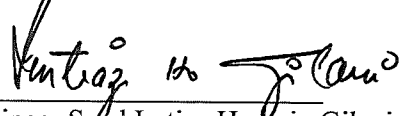
**Article 8: Duration of the Agreement**


- 8.1 The present Agreement comes into effect when the signatures of both institutions appear on it, and shall be valid for a period of six (6) years, at which time the Agreement will be terminated unless otherwise extended by the parties.
- 8.2 Either party may terminate this Agreement upon six (6) months prior written notice to the other party, provided, however, that any UET, Peshawar Fellows that are currently enrolled at NDSU shall be allowed to complete the program of study if reasonably


possible and their performance is within the standards set forth in this Agreement. The parties may also mutually agree to terminate this Agreement at any time. In addition, NDSU reserves the right to terminate the participation of individual UET, Peshawar Fellows in this program if it is deemed necessary in accordance with their policies. NDSU will provide UET, Peshawar with prompt notice of this decision and the factors that caused said termination. NDSU will also notify the appropriate immigration authorities of said termination. UET, Peshawar Fellows will be responsible for their own return transportation in the event their student status is terminated by NDSU. Refunds for tuition or other costs incurred by UET, Peshawar Fellows will not be given unless they are within the normal guidelines and timelines normally provided to students of NDSU.

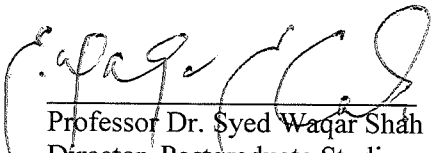
IN WITNESS WHEREOF, the parties hereto have offered their signatures:

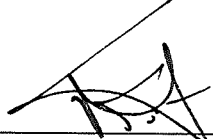
**For University of Engineering & Technology,  
Peshawar**

  
\_\_\_\_\_  
Engineer Syed Imtiaz Hussain Gilani  
Vice Chancellor

  
\_\_\_\_\_  
Professor Dr. Noor Muhammad  
Dean, Faculty of Engineering

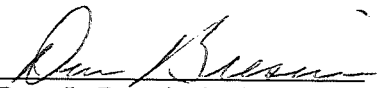
  
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Engineer S. Javed Tajik  
Registrar

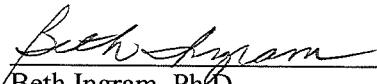
  
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Professor Dr. Syed Waqar Shah  
Director, Postgraduate Studies

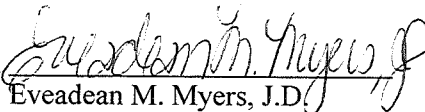
  
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Professor Dr. Mohammad Inayatullah Khan  
Babar  
Chairman  
Department of Electrical Engineering


June 8, 2015  
Date

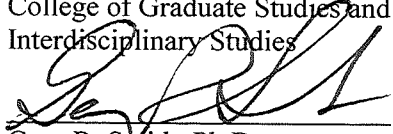
**For North Dakota State University**

  
\_\_\_\_\_  
Dean L. Bresciani, Ph.D.  
President

  
\_\_\_\_\_  
Beth Ingram, Ph.D.  
Provost

  
\_\_\_\_\_  
Eveadean M. Myers, J.D.  
Vice President  
Equity, Diversity, & Global Outreach

  
\_\_\_\_\_  
David Wittrock, Ph.D.  
Dean  
College of Graduate Studies and  
Interdisciplinary Studies

  
\_\_\_\_\_  
Gary R. Smith, Ph.D.  
Dean  
College of Engineering

June 8, 2015  
Date