MEMORANDUM OF AGREEMENT

Renewal Agreement

Between

GROUPE ESC DIJON BOURGOGNE

And

CALIFORNIA STATE UNIVERSITY, FRESNO

IN THE INTEREST of educational enrichment and in the spirit of cooperation, Groupe ESC Dijon Bourgogne, located in Dijon, France and California State University, Fresno, located in Fresno, California, United States, enter into an agreement to enhance the international and intercultural education of their constituents by developing the following cultural and educational relationships:

- 1. Groupe ESC Dijon Bourgogne and California State University, Fresno, seek to share their instructional, research, and administrative expertise by agreeing to enter into a relationship that will foster an exchange of students, faculty, and/or educational administrators.
- 2. Groupe ESC Dijon Bourgogne and California State University, Fresno, also agree to explore the potential of co-sponsoring cultural interchanges.
- 3. Groupe ESC Dijon Bourgogne and California State University, Fresno, also agree to participate in the exchange of educational materials, research publications, and instructional information.
- 4. Groupe ESC Dijon Bourgogne shall defend, indemnify, and hold California State University, Fresno its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Groupe ESC Dijon Bourgogne its officers, employees or agents.
- 5. California State University, Fresno shall defend, indemnify, and hold Groupe ESC Dijon Bourgogne its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of California State University, Fresno its officers, employees or agents.

This cooperative exchange relationship will serve to bring the administration and faculties of the two institutions, as well as students and people they serve, closer in their pursuit of educational excellence. IN WITNESS THEREOF, the signing parties have herewith set their hands on 1st of April, 2012.

For Groupe ESC Dijon Bourgogne

Dr. Stephan Bourcieu

Dean

Groupe ESC Dijon Bourgogne

Date:

Mrs Marie-José Albert-Batt

Associate Dean, International Relations

Groupe ESC Dijon Bourgogne

Date: 7/05/2012

For California State University, Fresno

Dr. John Welty

President

California State University, Fresno

Date: 4/9/12

Dr. Lynnette Zelezny

Associate Vice President for Continuing and Global Education & Associate

Provost

California State University, Fresno

Date:

Brian Cotham

Director

Procurement

Date: 4 5 2

- 18. Obligations of this agreement pertain to the direct participants under the program of exchange. California State University, Fresno and Groupe ESC Dijon Bourgogne will not be responsible for expenses incurred by spouses and families of exchange students.
- 19. No monetary consideration will be exchanged between the institutions who are parties hereto.
- 20. This Agreement will remain active for five years at which time it will be reviewed and a decision regarding continuation will be determined.

II. INDEMNIFICATION CLAUSE

- a. Groupe ESC Dijon Bourgogne shall defend, indemnify, and hold California State University, Fresno its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Groupe ESC Dijon Bourgogne its officers, employees or agents.
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Dr. Stephan Boureieu

Groupe ESC Dijon Bourgogne

Mrs Marie-José Albert-Batt

Associate Dean, International Relations

Burgundy School of Business

For California State University, Fresno

Dr. John Welty

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