

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**

**AGENDA ITEM: 5 – L**

**DATE: October 7-8, 2015**

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**SUBJECT: Agreement on Academic Cooperation – USD**

The University of South Dakota seeks approval to enter into a cooperative agreement with Yangtze University, Jingzhou and Wuhan, China, to assist in facilitating international student educational opportunities (see Attachment I). The agreement results in a one way sharing of students between institutions. Inbound exchange students from the partner institution will pay the Regental campus all applicable non-resident tuition, special discipline fees, salary enhancement fees, incidental fees, the International Student Fee, and appropriate room and board fees. All living expenses shall be borne by the students of the partner institution. In general, all other incidental costs are the responsibility of the participating students.

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**RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR**

I move to approve the agreement on academic cooperation between the University of South Dakota and Yangtze University.

**Agreement Between  
Department of Physics, University of South Dakota, USA and  
Physics Department of Yangtze University, of Jingzhou and Wuhan, China**

On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, University of South Dakota (USD) and Yangtze University Yangtze agree to the following:

**I. SCOPE OF THE COOPERATION**

This agreement is for a one-way visiting international student program and for faculty exchange. The Physics Department of Yangtze University will send up to five students per year to University of South Dakota, Department of Physics as non-degree, visiting, fee-paying international students. The intent of this agreement is to enumerate and clarify the responsibilities of the parties involved.

**II. STUDENT EXCHANGE**

**A. USD'S Responsibilities:**

- i. USD will accept up to **five** qualified Yangtze visiting students for each academic year. Students who do not have English as a first language will need to show that they are capable of successfully completing the courses by obtaining the qualifying score of CET band-4. CET (College English Test) is a national English test organized the Chinese Ministry of Education, PRC for college students nationwide and its exam structure include listening, reading, cloze or error correction, writing or translation. The full score is 710 and 425 is the qualifying score. In China, undergraduates usually need to obtain a qualifying CET-4 score to be awarded bachelor degree certificates. USD may also request a Skype interview previous to acceptance of the student to determine language qualification.
- ii. USD will provide a total of up to 12-15 transcribed, semester credit-hours of instruction. Students may take courses as follows: physics courses and complementary courses in other STEM disciplines, along with one English course, designated by USD, which is specifically for English-as-a-second-language speakers. If the students' English proficiency levels are high enough, students may take up to 15 credit hours total.
- iii. USD Department of Physics will appoint an administrator or faculty member to oversee the overall academic program and well-being of the students, and to work directly with Yangtze.
- iv. USD Department of Physics will provide academic advising.
- v. USD will provide Yangtze with a student grade report/USD transcript upon completion of the program, provided the Yangtze students have completed the necessary release forms.
  1. If the Yangtze students complete the academic year with a cumulative USD GPA greater than or equal to a 3.0 in the USD physics courses, they will be admitted to USD's physics graduate program, if they have also met all other requirements for graduate admission to the desired degree program. The students will compete among all admitted graduate students for any available funding.

- vi. USD-Center for Academic & Global Engagement (USD-CAGE) will provide Yangtze with a list of anticipated costs each year
- vii. USD-CAGE will provide Yangtze with application materials, updated cost information and pre-departure information by email. For course placement purposes, the Yangtze student must provide USD with a transcript, with course descriptions, of previous coursework, along with a certified English translation.
- viii. USD-CAGE will provide each admitted student with the documents necessary to apply for a U.S. student visa at the appropriate U.S. Embassy or Consulate overseas. The visa type will be a J-1.
- ix. USD-CAGE will provide orientation activities during the first days of the Yangtze students' arrival to include introductions to staff/teachers, academic orientation, orientation to housing and meals, review of the schedule, orientation to campus facilities, explanation of rules and regulations, and campus tour.
- x. The USD-CAGE will arrange for airport pickup as part of the scheduled international student arrival program.

**B. Yangtze's Responsibilities:**

- i. Yangtze will have each participant fill out an USD application form and residential room application form and will submit all necessary application documents as detailed above.
- ii. Yangtze will require each student to submit the CET score report and the transcript as required in Part II.
- iii. Yangtze will have each participant pay the applicable tuition, fees, housing, board, and related costs for the credits in which they enroll at USD, directly to USD. The rate of tuition charged will be non-resident, and all mandatory and course/discipline fees will be assessed.
- iv. Yangtze will have each participant provide for the international travel costs of the Yangtze group to and from Vermillion, SD, including all airport transfers and taxes.
- v. Yangtze will have each participant arrange for visas and related travel documents.
- vi. Each student will pay directly and separately to their student account designated by USD.
- vii. Yangtze students will obtain major medical insurance coverage through USD's International Student insurance provider.
- viii. Yangtze will have participants comply with all university rules and regulations.

**III. FACULTY EXCHANGE PROGRAM**

- A. All exchanges of faculty must be approved by the host (receiving) institution in writing at least three months in advance. Written approvals will include the responsibilities of the exchange participants, the period of the exchange, and any other conditions governing the terms of the exchange.
- B. Both universities will provide an annual list of faculty interested in participating in an exchange program by May 1 for the following academic year. The number of participants in the exchange of teachers is determined by both universities. The final decision on acceptance of the invited lecturers remains with the host university. Terms of the exchange is discussed and jointly determined based on the needs of both universities.

- C. Salaries and fringe benefits is the responsibility of the home university, unless other agreements are reached.
- D. Living expenses, transportation expenses, medical insurance and other incidental expenses are the responsibility of the individual faculty member. Each institution will provide support to the exchange faculty member(s) in finding suitable accommodation.
- E. Yangtze faculty on exchange to USD must have English language proficiency sufficient enough to facilitate an inclusive and collaborative research environment with undergraduate/graduate students, faculty, and staff.
- F. Yangtze faculty must obtain major medical insurance coverage, repatriation, and evacuation insurance as per J-1 regulations. Yangtze faculty may purchase such insurance through USD's International Student insurance provider.
- G. Both institutions agree to abide by U.S export control laws, rules, and regulations. These include, but are not limited to, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). In the event U.S. government approval is required in order to ship controlled equipment or share controlled information or technology as part of this program both institutions agree to cooperate in securing necessary approvals. Such approvals may be subject to institutional technology control plans. In the event that U.S. government approval is needed and not given, the parties agree to modify the program in such a way to ensure compliance while continuing to share as much of the learning as possible contemplated by this agreement.
- H. Host universities must provide opportunities for the full integration of the exchange faculty members to share in the life of the university community, including opportunities for professional development on campus.
- I. Faculty and administrators of both institutions are welcome to make professional visits to their partner campus for familiarization with their counterparts and possible development of mutually beneficial programs.

#### IV. APPOINTMENT OF COORDINATORS

Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or and renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.

The following individuals at each institution will be responsible for coordinating this agreement:

University of South Dakota	Yangtze University
PRIMARY CONTACT FOR AGREEMENT Name: Eric Leise Title: Assistant Director, PDSO	PRIMARY CONTACT FOR AGREEMENT Name: Title: Office:

Office: Center for Academic & Global Engagement Email: eric.leise@usd.edu Telephone: 605-677-6338 Fax: 605-677-8848  ACADEMIC UNIT CONTACT Name: Christina Keller Title: Chairperson, Associate Dean Office: Physics Dept., College of Arts & Sciences Email: Christina.keller@usd.edu Telephone: 605-677-5221 Fax: 605-677-6409	Email: Telephone: Fax:  ACADEMIC UNIT CONTACT Name: Title: Office: Email: Telephone: Fax:
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The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

#### V. TERMS OF AGREEMENT

- A. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities will require the execution of a separate agreement.
- C. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- D. Nothing in the above agreement shall be construed as being legally binding.
- E. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

*In the spirit of international friendship and cooperation, we hereby set our signatures:*

for University of South Dakota

for Yangtze University

James W. Abbott

James W. Abbott, President

8/24/15

Date:

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Prof. Xie Hongxing, President

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Date: