

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 4 – C**

**DATE: August 10, 2017**

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**SUBJECT: Agreement on Academic Cooperation – SDSM&T**

South Dakota School of Mines and Technology seeks approval to enter into an agreement on academic cooperation with the Universidad Peruana de Ciencias Aplicadas (UPC), Peru (see Attachment I). SD Mines currently has an MOU with UPC Peru and would like to begin an exchange program with them. The agreement specifies that each institution agrees to accept and enroll exchange students as full-time, "non-degree" seeking students for the duration of their exchange. Exchange students will be exempt from the host institution's tuition and course-related fees (with certain exceptions as specified within the agreement). SD Mines students going to UPC pay tuition and fees to SD Mines. All expenses, including travel, living and incidental expenses shall be borne by the participating students.

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**DRAFT MOTION 20170810\_4-C:** I move to approve the agreement on academic cooperation between South Dakota School of Mines and Technology and the Universidad Peruana de Ciencias Aplicadas (UPC), Peru.

**EXCHANGE AGREEMENT**  
**BETWEEN**  
**UNIVERSIDAD PERUANA DE CIENCIAS APLICADAS, PERU**  
**AND**  
**SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY**  
**RAPID CITY, SOUTH DAKOTA, USA**

The Universidad Peruana de Ciencias Aplicadas S.A.C. (hereafter referred to as "UPC") and South Dakota School of Mines and Technology (SDSM&T) recognizing the educational and cultural exchanges which can be achieved between our two institutions, enter into this agreement to facilitate the exchange of students and scholars.

**1. Definitions**

- i) For the purposes of this agreement "home" institution shall mean the institution at which a student intends to graduate, and "host" institution shall mean the institution which has agreed to accept the student from the home institution.
- ii) Semester or academic year shall normally refer to the period relevant to the host institution.
- iii) "Faculty" shall represent the appropriate academic entity at the respective institutions.

**2. Purpose of the Agreement**

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.
- ii) The purpose of exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degree at their home institution.

**3. Responsibilities of Participating Institutions and Students**

- i) Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.
- ii) Each institution agrees to accept and enroll exchange students as full-time, "non-degree" students for the duration of their exchange. Exchange students will be exempt from the host institution's tuition and course-related fees, with certain exceptions as specified in item number 6 of this document. SDSM&T students going to UPC pay tuition and fees to SDSM&T.
- iii) Each exchange student will be provided with the same academic resources and support services that are available to all students at the host institution.
- iv) It is the responsibility of each exchange student to obtain official approval from his or her home institution for subjects taken at the host institution.
- v) It is the responsibility of each exchange student to ensure that he or she obtains a copy of his or her official statement of results (transcript) covering the subjects taken during the period of exchange. In addition, each host institution will forward a copy of the statement of results to the home institution's International Office. Exchange students will be responsible for paying any fees associated with having a transcript sent from the host institution to the home institution.

- vi) Exchange students will be subject to the rules and procedures as specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.

#### 4. **Balancing the Exchange**

- i) It is the objective under this agreement that there will be parity in the number of students exchanged. For the purpose of computing this parity, the exchanges will be weighed as follows:
- ii) One short-term program (less than 4 weeks) = 0.25 units; one summer session (4 weeks or longer) = 0.5 units; one summer term (12 weeks) = 1.0 unit; one semester = 1.0 unit; one academic year = 2 units; a calendar year = 2.5; However, each institution should be prepared to consider a disparity in any given semester or year during the period of this agreement. Any and all imbalances shall be resolved by the end of the period of this agreement.
- iii) The period of study for an exchange will be for one or two semesters the longest, but the number is limited to one semester over parity in each semester for the duration of the agreement.
- iv) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year. Each institution will make every effort to keep the number of students participating balanced. The number of UPC students each year who are relieved of any payments of tuition and fees to SDSM&T is limited to one over parity. All other UPC students are welcome to study at SDSM&T, but will be required to pay full out-of-state tuition and fees. The selection of which students pay and which do not will be determined by UPC.

#### 5. **Selection and Enrollment of Students**

It is expected that only highly motivated students of above-average academic quality will be selected to participate in an exchange program. The home institution will screen applications from its student body for exchange. Undergraduate and graduate students are eligible to participate if they:

- i) have completed at least one year of study at their home institution (University-specific programs, such as research, may have additional requirements);
- ii) are enrolled at their home and host institution for the full period of the exchange;
- iii) have an enrollment proposal, approved by their home Faculty and host institution, and are deemed academically qualified to successfully complete the selected subjects at the host institution. Each institution will inform the relevant International Office of subject availability, including enrollment limitations and conditions;
- iv) have obtained agreement from their home Faculty, that upon successful completion of the subjects at the host institution, appropriate credit will be granted towards the degree at their home institution. In some circumstances, a student may undertake a clinical or practical assignment as part of an exchange program;
- i) are proficient in the language of instruction at the host university. For UPC students, SDSM&T will accept in lieu of the TOEFL examination a favorable recommendation from a professor who is qualified to determine the student's English proficiency. For SDSM&T students, UPC will accept in lieu of an official language examination a favorable recommendation from a professor who is qualified to determine the student's Spanish proficiency.

Each home institution will send completed applications for their students to the International Offices at the host institution at least twelve (12) weeks before the beginning of the entry semester but will try to adhere to the application deadlines provided by the host university. The host institution reserves the right of final approval on the admission of a student.

#### 6. **Financial Responsibilities of Institutions**

- i) Participating students from SDSM&T will pay appropriate tuition and fees at SDSM&T as per the published tuition and fee schedule. Participating students of SDSM&T are relieved of any payments of tuition and fees to UPC except as cited in the following paragraphs. In addition, participants of UPC will pay tuition and fees at UPC, if so required. Participating students of UPC are relieved of any payments of tuition and fees to SDSM&T except as cited in the following paragraphs.
- ii) Students attending SDSM&T on exchange agreements will pay all applicable special discipline fees, salary enhancement fees, incidental fees, the International Student Fee, and possibly the TabletPC lease fee. (Some courses require use of the TabletPC.) Students who enroll in a self-support course will pay all self-support tuition and delivery fees associated with the course.
- iii) Students attending UPC on exchange agreements will pay the student semester fee/general activities/social fees required by UPC.
- iv) All living expenses shall be borne by the students of both institutions.
- v) The host institution will provide the appropriate orientation program(s) to the students at no additional cost. Excursions offered throughout the summer programs and the semester will be charged in full or in part to the student.

#### **7. Financial Responsibilities of Exchange Students**

- i) Exchange students will be financially responsible for:
  - travel to and from the host institution
  - books, stationery, etc.
  - travel documentation, visas, etc.
  - accommodation and living expenses
  - personal travel within the host country
  - nominal fee for official transcripts and/or Statement of Results
  - health coverage relevant to the exchange institution and country
    - SDSM&T has student insurance that is mandated through our governing Board of Regents, so students coming to SDSM&T must plan to purchase this insurance.
    - UPC has student insurance that is mandated through the Federal Government, so students coming to UPC must plan to purchase this insurance
- ii) The home institution shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above.

#### **8. Accommodation**

- i) The host institution ensures assistance with accommodation for incoming students who submit a timely application. Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposit. The host institution cannot guarantee housing on campus.
- ii) Short term programs may be structured differently.

#### **9. Exchange Student Families**

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses and workload are the responsibility of the exchange student. (Please note that SDSM&T does not have accommodations for married students with families.)

#### **10. Faculty and Staff Exchanges**

The two institutions agree in principle to the possibility of exchanges by Faculty and general staff (Administrative and Technical). The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

#### 11. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

#### 12. Period of Agreement

This Agreement will come into effect from the date of signature by both parties, and will remain in force for a period of five years, and renewable every five years thereafter. The Agreement may be terminated by either party provided six months written notice is given to the other party.

#### 13. Notices

i) Any notice or other communication under this Agreement shall be given in writing and delivered by hand, sent by pre-paid post or facsimiled transmission.

ii) The address for any such notices is as follows:

##### **Universidad Peruana de Ciencias Aplicadas**

Name: Laurie Loli Letelier

Position Title: Analyst of Outgoing Programs

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##### **South Dakota School of Mines and Technology**

Name: Ms. Susan Aadland

Position Title: Director, Ivanhoe International Center

Address: 501 East Saint Joseph Street  
Rapid City, SD 57701-3995

USA

Telephone: 01-605-394-6884

Facsimile: 01-605-394-6883

e-mail: [international@sdsmt.edu](mailto:international@sdsmt.edu)

#### 14. Signatures

This Agreement constitutes the entire agreement between the parties. No amendments consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties.

Signed on behalf of

**Universidad Peruana de Ciencias Aplicadas**

by

Signed on behalf of

**South Dakota School of Mines and Technology**

by

\_\_\_\_\_  
**Edward Roekart Embrecht**  
Rector

\_\_\_\_\_  
**Jan Puszynski, Ph.D.**  
Interim President & VP for Research

\_\_\_\_\_  
**Jose Pereyra Lopez**  
Vice Rector of Academic Affairs and Research

Date: \_\_\_\_\_

Date: \_\_\_\_\_