

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – G (4)

DATE: March 28-30, 2017

SUBJECT: Agreements on Academic Cooperation – USD

The University of South Dakota seeks approval to enter into the following agreements:

1. Academic Cooperation with Friedrich Schiller University, Jena (Attachment I)
 - *Note: This would be a renewal of a previous agreement*
2. Academic Cooperation with Pázmány Péter Catholic University (Attachment II)

The agreements result in the opportunity for joint research, faculty collaboration, and potential student exchange. In both agreements, participants would remain students of their home institution through the period of the exchange and thus are responsible for payment of tuition and fees to their home institution. All expenses, including tuition, fees, living and incidental expenses shall be borne by the participating students.

DRAFT MOTION 20170328_4-G(4): I move to approve the renewal of the agreement on academic cooperation between the University of South Dakota and Friedrich Schiller University, Jena; and approve USD’s new agreement with Pázmány Péter Catholic University.

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
THE UNIVERSITY OF SOUTH DAKOTA
AND
THE FRIEDRICH SCHILLER UNIVERSITY, JENA**

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, The University of South Dakota (USD) and the Friedrich Schiller University (FSU Jena), agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate.
- Article 2. The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree to exchange students and faculty members.
- Article 4. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 5. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties.
- Article 6. The area of exchange, to the extent feasible, shall include the exchange of students for internship programs.

II. Exchange of Students.

- Article 7. Participants remain students of the home institution throughout the period of the exchange.
- Article 8. The total number of students exchanged per year will be determined by mutual agreement of the two institutions. It is expected that efforts will be made to have equal numbers of students exchanged from each institution over the period this agreement is valid.
- Article 9. Students will only be accepted on a non-degree basis.
- Article 10. Each institution shall be responsible for the selection of students participating in the exchange with academic excellence being the primary criterion for the

selection. A further criterion is the student's perceived ability to deal effectively with the challenges of the exchange situation. Exchange candidates will be nominated by their home institution and approved by the host institution.

Article 11. Exchange students will pay the tuition to the home institution.

Section A. Students from FSU Jena studying at USD will pay all applicable special discipline **and course fees**, incidental fees, the International Student Fee, and appropriate room and board fees. A list of these fees may be found at: <http://www.usd.edu/financial-affairs/business-office/tuition-and-fees/fees>.

Section B. Students from FSU Jena that enroll in a self-support course (i.e. online, distance education, **and remedial courses, such as Math 095 and English 032**) at USD will pay all self-support tuition and delivery fees associated with the course.

Section C. Student from USD studying at FSU Jena will pay the semester contribution, German health insurance fees, and appropriate room and board fees.

Section D. Students from USD that enroll in a complementary course (such as extra language or sports course) at FSU Jena will pay all tuition fees associated with the course.

Article 12. Exchange students are responsible for paying their own housing accommodations and meals throughout the exchange.

Article 13. Exchange students are responsible for all travel costs and any incidental costs/fees at the host institution. **This also involves administrative charges that cannot be waived due to legal requirements.**

Article 14. All exchange students are required to carry adequate health insurance during the period of exchange, and show proof thereof. All students studying at USD will be required to purchase the Board of Regents mandated insurance for the entire term of study upon arrival. Students studying at FSU Jena are required to purchase German health insurance; ~~public insurance if they are under 30 years. Otherwise, they will purchase private insurance.~~ It is recommend that international students also purchase worldwide travel insurance to cover extra costs, e.g. for repatriation, **if not included in the mandated health insurance policy.**

Article 15. Exchange students are responsible for purchasing books and other academic supplies.

Article 16. Academic credits received by the students will be recognized by each university. Academic transcripts will be provided to the home institution upon completion of the students' period of study at the host institution.

Article 17. Exchange students will pre-register for courses at the host university with the guidance and advice of their academic advisors. Each institution undertakes to provide information on courses, including course descriptions and syllabi/course handbooks.

Article 18. Exchange students will be free to choose courses from the full range of courses available at the host institution, provided that they satisfy the individual course prerequisites, and that space is available.

Article 19. Participants in the exchange must have their proposed program of studies at the host institution approved by their home institution prior to the exchange.

Section A. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. Monitoring the participation of students in their course of study is incumbent upon the course instructors and not the International Office, and enrollment and participation is ultimately the responsibility of the student. However, if the International Office of the host institution finds out that a student drops below full-time enrollment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, or when a student is in danger of being dismissed from the program, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrollment as 12 U.S. credits, which may include both on-campus and distance delivery courses.

Article 20. Students will be assigned an advisor for academic, social and practical matters by the host institution. Academic and/or attendance problems will be dealt with by the host institution for the duration of the exchange.

Article 21. Exchange students will abide by the rules and regulations formally documented by the host institution and be subject to all due processes in the enforcement of said rules and regulations.

III. Exchange of Faculty.

Article 22. Both institutions shall encourage the exchange of faculty members who may conduct research, teach classes, deliver lectures, or give special programs such as workshops. Activities will be negotiated prior to the exchange.

Article 23. Both institutions shall provide, as appropriate, a list of members of the faculty interested in and qualified for the exchange. The number of exchange faculty

members shall be determined by the two institutions. A final decision on accepting a visiting faculty member rests with the host institution. The term of the exchange shall be negotiated and determined by the needs of the two institutions.

- Article 24. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.
- Article 25. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.
- Article 26. Both institutions shall assist the exchange faculty members in locating funds from various international scholar programs or such individual granting agencies as are available.
- Article 27. Each institution shall provide support to exchange faculty members to locate suitable housing.
- Article 28. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.
- Article 29. Host institutions shall offer opportunities for visiting faculty to integrate fully into the life of the community, including invitations to campus-based professional development opportunities.
- Article 30. Faculty members and administrators of both institutions are welcome to make professional visits to their sister campus for familiarization with their counterparts and possible development of mutually beneficial programs.
- Article 31. Exchange faculty will abide by the rules and regulations formally documented by the host institution for all faculty members.

IV. Joint Research Activities, Publications and Other

- Article 32. The two institutions agree to undertake joint academic research, deploying their faculty members and facilities and drawing upon the strength of respective experiences in overseas programs.
- Article 33. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, and other similar projects as appropriate.

V. Appointment of Coordinators

Article 34. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for coordinating the specific aspects of the program as well as advising and assisting students.

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

<p>The University of South Dakota</p> <p>OUTGOING STUDENTS Name: Virginija Wilcox Title: Coordinator for Academic Engagement Office: Center for Academic and Global Engagement Email: Virginija.Wilcox@usd.edu Telephone: 605-677-3970 Fax: 605-677-8848</p> <p>INCOMING STUDENTS/RENEWAL CONTACT Name: Patrick Morrison Title: Assistant Director of Int'l Student Services Office: International Office Email: Patrick.Morrison@usd.edu Telephone: 605-658-6219 Fax: 605-677-8848</p>	<p>The Friedrich Schiller University, Jena</p> <p>Name: Jana Blumenstein Title: Study Abroad Coordinator (Outgoing for US) Office: International Office Email: jana.blumenstein@uni-jena.de Telephone: +49-3641-931165 Fax: +49-3641-931168</p>
---	--

VI. Terms of Agreement

Article 35. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

Article 36. 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.

Article 37. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.

Article 38. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.

~~Article 39. Nothing in the above agreement shall be construed as being legally binding.~~

Article ~~40~~39. 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 USD. Termination for any of these reasons is not a default by USD nor does it give rise to a claim against USD.

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

for the University of South Dakota

for the Friedrich Schiller University, Jena

James W. Abbott, President

[Prof. Dr. Walter Rosenthal](#)

Date:

Date:

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
THE UNIVERSITY OF SOUTH DAKOTA
AND
THE PÁZMÁNY PÉTER CATHOLIC UNIVERSITY**

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, The University of South Dakota (USD) and the Faculty of Humanities and Social Sciences of the Pázmány Péter Catholic University agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate.
- Article 2. The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree to exchange students and faculty members.
- Article 4. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 5. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties.
- Article 6. The area of exchange, to the extent feasible, shall include the exchange of students for internship programs.

II. Exchange of Students

- Article 7. Participants remain students of the home institution throughout the period of the exchange.
- Article 8. The total number of students exchanged per year will be determined by mutual agreement of the two institutions. It is expected that efforts will be made to have equal numbers of students exchanged from each institution over the period this agreement is valid.
- Article 9. Students will only be accepted on a non-degree basis.

- Article 10. Each institution shall be responsible for the selection of students participating in the exchange with academic excellence being the primary criterion for the selection. A further criterion is the student's perceived ability to deal effectively with the challenges of the exchange situation. Exchange candidates will be nominated by their home institution and approved by the host institution.
- Article 11. Exchange students will pay tuition, if any, to the home institution.
- Section A. Students from the Faculty of Humanities and Social Sciences of the Pázmány Péter Catholic University studying at USD will pay all applicable special discipline and course fees, the International Student Fee, and appropriate room and board fees. A list of these fees may be found at: <http://www.usd.edu/financial-affairs/business-office/tuition-and-fees/fees>.
- Section B. Students from the Faculty of Humanities and Social Sciences of the Pázmány Péter Catholic University that enroll in a self-support course (i.e. online, distance education, and remedial courses, such as Math 095 and English 032) at USD will pay all self-support tuition and delivery fees associated with the course.
- Section C. Exchange students are responsible for all travel costs and any incidental costs/fees at the host institution.
- Article 12. Exchange students are responsible for paying their own housing accommodations and meals throughout the exchange.
- Article 13. All exchange students are required to carry adequate health insurance during the period of exchange, and show proof thereof. All students studying at USD will be required to purchase the Board of Regents mandated insurance for the entire term of study upon arrival.
- Article 14. Exchange students are responsible for purchasing books and other academic supplies.
- Article 15. Academic credits received by the students will be recognized by each university. Academic transcripts will be provided to the home institution upon completion of the students' period of study at the host institution.
- Article 16. Exchange students will pre-register for courses at the host university with the guidance and advice of their academic advisors. Each institution undertakes to provide information on courses, including course descriptions and syllabi/course handbooks.

- Article 17. Exchange students will be free to choose courses from the full range of courses available at the host institution, provided that they satisfy the individual course prerequisites, and that space is available.
- Article 18. Participants in the exchange must have their proposed program of studies at the host institution approved by their home institution prior to the exchange.
- Section A. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. The host institution agrees to monitor the participation of students in its programs and inform the home institution immediately if a student drops below full-time enrollment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, or when a student is in danger of being dismissed from the program. For these purposes, USD considers full-time enrollment as 12 U.S. credits, which may include both on-campus and distance delivery courses.
- Article 19. Students will be assigned an advisor for academic, social, and practical matters by the host institution. Academic and/or attendance problems will be dealt with by the host institution for the duration of the exchange.
- Article 20. Exchange students will abide by the rules and regulations formally documented by the host institution and be subject to all due processes in the enforcement of said rules and regulations.

III. Exchange of Faculty

- Article 21. Both institutions shall encourage the exchange of faculty members who may conduct research, teach classes, deliver lectures, or give special programs such as workshops. Activities will be negotiated prior to the exchange.
- Article 22. Both institutions shall provide, as appropriate, a list of members of the faculty interested in and qualified for the exchange. The number of exchange faculty members shall be determined by the two institutions. A final decision on accepting a visiting faculty member rests with the host institution. The term of the exchange shall be negotiated and determined by the needs of the two institutions.
- Article 23. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.
- Article 24. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.
- Article 25. Both institutions shall assist the exchange faculty members in locating funds from various international scholar programs or such individual granting agencies as are available.

- Article 26. Each institution shall provide support to exchange faculty members to locate suitable housing.
- Article 27. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.
- Article 28. Host institutions shall offer opportunities for visiting faculty to integrate fully into the life of the community, including invitations to campus-based professional development opportunities.
- Article 29. Faculty members and administrators of both institutions are welcome to make professional visits to their sister campus for familiarization with their counterparts and possible development of mutually beneficial programs.
- Article 30. Exchange faculty will abide by the rules and regulations formally documented by the host institution for all faculty members.

IV. Joint Research Activities, Publications and Other

- Article 31. The two institutions agree to undertake joint academic research, deploying their faculty members and facilities and drawing upon the strength of respective experiences in overseas programs.
- Article 32. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, and other similar projects as appropriate.

V. Appointment of Coordinators

- Article 33. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for coordinating the specific aspects of the program as well as advising and assisting students.

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

<p>The University of South Dakota</p> <p>PRIMARY CONTACT/INCOMING STUDENTS Name: Patrick J. Morrison, J.D. Title: Assistant Director for International Student Services Office: International Office Email: patrick.morrison@usd.edu Telephone: 605-658-6219 Fax: 605-677-8848</p> <p>OUTGOING STUDENTS Name: Virginija Wilcox Title: Coordinator for Academic Engagement</p>	<p>Faculty of Humanities and Social Sciences of the Pázmány Péter Catholic University</p> <p>Name: Gábor Weszprémy Title: Faculty Erasmus Coordinator Office: International Office Email: weszpremy.gabor@btk.ppke.hu Telephone: +36-1-327-59-12</p>
---	--

Office: Center for Academic and Global Engagement Email: Virginija.Wilcox@usd.edu Telephone: 605-677-3970 Fax: 605-677-8848	
--	--

Article 34. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

VI. Terms of Agreement

- Article 35. 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.
- Article 36. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 37. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 38. Nothing in the above agreement shall be construed as being legally binding.
- Article 39. 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 USD. Termination for any of these reasons is not a default by USD nor does it give rise to a claim against USD.

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

for the University of South Dakota

for the Pázmány Péter Catholic University

James W. ABBOTT, President

Dr. SZUROMI Szabolcs, DSc., President

Date:

Date: