

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – B (2)

DATE: May 9-11, 2017

SUBJECT: Agreement on Academic Cooperation – SDSM&T

South Dakota School of Mines and Technology seeks approval to renew an existing agreement on academic cooperation with China University of Mining and Technology, Beijing, (CUMTB) (see Attachment I). This is a 2+2 agreement whereby students attend CUMTB for two years and SDSM&T for two or more years at the end of which they will have had the opportunity to earn a bachelor’s degree at SDSM&T.

SDSM&T is also seeking to renew a Memorandum of Understanding with Østfold University College of Halden, Norway, (HIOF) (see Attachment II). The agreement provides the opportunity for joint research, faculty collaboration, and potential student exchange. The agreement specifies that both inbound and outbound students are responsible for payment of tuition and fees to the host institution, and thus is consistent with the requirements set forth in section 4 of Board of Regents [Policy 5:5:4 Tuition and Fees](#). All expenses, including tuition, fees, living and incidental expenses shall be borne by the participating students.

DRAFT MOTION 20170509_4-B(2): I move to approve the renewal of the agreement on academic cooperation between South Dakota School of Mines and Technology and China University of Mining and Technology, Beijing; and renewal of the Memorandum of Understanding with Østfold University College of Halden, Norway.

**Agreement Between
South Dakota School of Mines & Technology
and
China University of Mining and Technology, Beijing**

Overview

Under this program, students will attend China University of Mining and Technology, Beijing (CUMTB) for two years and South Dakota School of Mines & Technology (SDSM&T) for two or more years, at the end of which they will have had the opportunity to earn a bachelor's degree at SDSM&T.

SDSM&T agrees to the following:

1. Accept students from CUMTB each year if they apply for admission and meet the normal transfer requirements of SDSM&T and if their application is endorsed by CUMTB. Students may choose any four-year SDSM&T program or major and will pay the appropriate level of SDSM&T tuition and fees.
2. Provide an intensive English as a second language (ESL) and orientation program at an agreed upon time before the students' first semester at SDSM&T. Charges for either program will be communicated to the students.
3. Provide an orientation program for the first semester to integrate the students into American university life
4. Provide supplementary English language assistance and support through campus tutoring services.
5. Provide all necessary paperwork for students to apply for an F-1 student visa, in addition to email-based help and advising with the visa and immigration process.
6. Work with CUMTB to identify courses that will transfer to SDSM&T. The number of transfer credits may be up to a maximum of 50% of the credits required for the SDSM&T degree program.

CUMTB agrees to do the following:

1. Select students who meet Chinese university admissions standards, who are proficient in English, and who are expected to do well in the program.
2. Advise students that they are expected to finish their degrees at SDSM&T.
3. Provide students with foundational and discipline-specific courses as detailed in the first four semesters of CUMTB curricula.
4. Make known to students, prior to their application, the requirements and elements of the program they are applying to, as described in the SDSM&T university catalog.
5. Provide students with the opportunity to take the Test of English as a Foreign Language (TOEFL), International English Language Testing System (IELTS) or other acceptable English proficiency exam. Information is available on the SDSM&T web site for international applicants.
6. Provide official transcripts in Chinese with an official translation in English. SDSM&T requires that official transcripts must be sent directly to SDSM&T from CUMTB. CUMTB may send multiple student transcripts directly to SDSM&T in one package, as long as the package is sent directly from CUMTB to SDSM&T. Students may not handle the transcripts in any manner. Transcripts sent by students to SDSM&T will not be accepted as official.

Student Requirements

1. Students must apply for admission and meet the normal transfer requirements of SDSM&T. To qualify for this program, the student must have the endorsement of CUMTB.
2. Students entering the degree completion program must take the TOEFL, IELTS, or other acceptable English proficiency test in China and meet the requirements as specified on the SDSM&T web site. Applicants with scores below the minimum will be considered on an individual basis.
2. Students may take intensive ESL in the summer prior to a fall start date, or they may take 1-2 higher level ESL courses in conjunction with academic courses at SDSM&T. ESL course placement is dependent upon individual student scores on the placement exam administered after arrival at SDSM&T.
4. All students must meet or exceed U.S. government requirements for financial self support.

Miscellaneous

Participating students will be subject to the rules, regulations, and disciplinary policy of SDSM&T.

All International students and dependents are required to enroll in the Major Medical Hospitalization/Surgical Insurance Plan approved by the South Dakota Board of Regents (BOR). No outside insurance policies will be accepted as substitutes for the BOR policy.

ALL students are REQUIRED to have two MMR (measles, mumps, & rubella) immunizations in order to be a student at a South Dakota university. This is mandated by South Dakota state law. There are NO EXCEPTIONS to this requirement. If students are not in compliance, they may be required to withdraw from the university. Two rubella or two rubeola immunizations are not a substitute for the MMR.

The original agreement of July 2011 and this supplement constitute the entire agreement between the Parties with respect to the program described, and any prior or contemporaneous representations or agreements, either oral or written, are hereby superseded. No amendments or changes to this agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

Any problem arising from the student exchange and degree completion projects will be resolved through discussion between the two universities. This agreement, remains valid during, and is subject to the terms of the Memorandum of Understanding between the Universities effective July 2011.

This agreement and any implementing memoranda may be terminated:

- a) By either party giving six months notice.
- b) In the event a party materially breaches this agreement, the non-breaching party shall give written notice of such breach or default. The breaching party will then have thirty (30) days from the date of receipt of such notice to cure such breach. If the breaching party fails to cure such breach within 30 days, the non-breaching party may, without prejudice to any other remedies available to it hereunder or by law or otherwise,

terminate this agreement effective immediately by giving the breaching party written notice to that effect.

- c) Termination does not impair rights already accrued under the agreement.

Any notice required to be given under this Exchange Agreement shall be in writing delivered to the Parties as follows:

- a) China University of Mining and Technology, Beijing:
 Prof. Wang Hongmei
 Director, International Cooperation and Exchange Office
 China University of Mining and Technology, Beijing
 Xueyuan Road, Haidian District
 Beijing 100083, People's Republic of China
- b) South Dakota School of Mines and Technology, USA:
 Ms. Susan R. Aadland
 Director, Ivanhoe International Center
 South Dakota School of Mines and Technology
 501 E. Saint Joseph Street
 Rapid City, South Dakota, 57701 USA

This agreement is to be regarded as binding in both this and its Chinese version.

Signed on behalf of
China University of Mining and Technology,
Beijing
 by

Signed on behalf of
South Dakota School of Mines & Technology
 by

YANG Renshu, Ph.D
President

Heather Wilson
President

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

between

**South Dakota School of Mines & Technology
Rapid City, South Dakota, USA**

and

**Østfold University College
Halden, Norway**

Østfold University College of Halden, Norway (hereafter referred to as “HIOF”) and the South Dakota School of Mines & Technology of Rapid City, South Dakota, USA (hereafter referred to as “SDSM&T”), believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality and reciprocity, and promoting sustainable partnerships.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Staff exchange and collaboration
 - The two institutions agree in principle to the possibility of exchanges by general staff (administrative and technical) and faculty members. 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.
- Joint research activities and publications
 - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.
- Each party will encourage continuing education and professional development for teachers, professors, and academic staff, which may include
 - Visits for studying teaching principles and methods
 - Exchange of academic materials and other information
 - Participation in seminars, congresses and meetings
- Student exchange
 - Each party will recommend potential students to participate in an exchange for the matriculation of the other university’s appropriate academic programs on a reciprocal basis. The student’s acceptance is subject to approval by the host university. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise agreed, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

“HIOF” and SDSM&T agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each university’s home country and governing body.

Both universities agree that all additional activities are dependent on the availability of funds. Both universities agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with six months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

**Signed on behalf of
Østfold University College
by**

**Signed on behalf of
South Dakota School of Mines & Technology
by**

**Hans Blom
Rector**

**Heather Wilson
President**

Date: _____

Date: _____

Addendum to Memorandum of Understanding

South Dakota School of Mines & Technology (SDSM&T) and Østfold University College (HIOF)
Master of Science in Engineering and Science Programs

Requirements and responsibilities of each institution

HIOF students completing a degree in engineering will have an opportunity to complete a Master of Science (MS) degree with majors in Biomedical Engineering (BME), Chemical Engineering (CHE), Civil & Environmental Engineering (CE), Computational Sciences & Robotics (CSR), Construction Engineering & Management (CM), Electrical Engineering (EE), Engineering Management (EM), Geology and Geological Engineering (GEOE), Materials Engineering & Science (MES), Mechanical Engineering (ME), and Mining Engineering & Management at SDSM&T.

The SDSM&T Graduate Education office will:

- waive the test of English as a Foreign language (TOEFL)
- waive the Graduate Record Examination (GRE)
- review each student's application for admission, and if all requirements are met, admit the student to the appropriate graduate program, pending degree completion at HIOF; admission requirements are updated on the web site regularly
- provide appropriate immigration forms upon admission
- consider the student, when appropriate, for graduate research or teaching assistantships
- provide orientation upon arrival at SDSM&T
- assist in housing arrangements when requested by the student
- provide all other services normally available to international students

HIOF, in administering the program, will:

- publicize and promote the availability of this program to HIOF students
- provide interested applicants with Information regarding SDSM&T
- provide application materials for interested students
- provide written recommendations for qualified students seeking admission to SDSM&T

HIOF students referred to SDSM&T will:

- complete the application process and submit all required documents, other than those waived in this agreement
- pay regular tuition and fees assigned to non-resident students
- make appropriate arrangements with the Lanekassen regarding funding for program at SDSM&T
- receive a Master of Science degree upon satisfactory completion of degree requirements (reasonable expectation for degree completion is two years, three if student must complete undergraduate pre-requisites)

Declaration

We understand the objectives and expectations of the Masters of Science degree program at SDSM&T and take responsibility for fulfilling them.

Signed on behalf of
Østfold University College
by

Signed on behalf of
South Dakota School of Mines & Technology
by

Hans Blom
Rector

Heather Wilson
President

Date: _____

Date: _____