

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 3 – B (1)
DATE: December 4-6, 2018

SUBJECT

Agreements on Academic Cooperation – NSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.” To comply with this requirement, the Northern State University seeks approval to renew two agreements on academic cooperation

- **JAMK University of Applied Sciences (JAMK), Finland**
The original agreement was signed August 8, 2008 and approved by the Board in October 2008; the most recent renewal was approved by the Board in December 2013.
- **Shanghai University, China**
The original agreement was signed August 8, 2008 and approved by the Board in October 2008; the most recent renewal was approved by the Board in October 2013.

IMPACT AND RECOMMENDATION

The agreement with JAMK allows for collaboration in research, and exchange of students, faculty, and staff. Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis and will pay tuition to their home institution. Students will also be responsible for paying for their own housing, meals, travel and any other incidental costs, and any fees associated with taking courses at the host institution (examples include NSU fees of 1) International Student Fee, 2) Official Transcript Fee). The agreement would be valid for a period of five years.

(Continued)

DRAFT MOTION 20181204_3-B(1):

I move to approve the agreements on academic cooperation between Northern State University and 1) JAMK University of Applied Sciences, and 2) Shanghai University.

The agreement with Shanghai University allows for collaboration in research, and exchange of students, faculty, and staff. Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis and will pay tuition to their home institution. Students will also be responsible for paying for their own housing, meals, travel and any other incidental costs, and any fees associated with taking courses at the host institution. The agreement would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: JAMK University of Applied Sciences

Attachment II – Agreement on Academic Cooperation: NSU & Shanghai University

**STUDENT EXCHANGE AGREEMENT
BETWEEN
NORTHERN STATE UNIVERSITY
AND
JAMK UNIVERSITY OF APPLIED SCIENCES**

Northern State University and JAMK University of Applied Sciences conclude this Agreement to promote student exchange, based upon the Memorandum of Understanding (MOU) between Northern State University and JAMK University of Applied Sciences.

1. Duration of Stay

The duration of stay for exchange students shall not exceed a period of one academic year, and shall be subject to the agreement of the host institutions.

2. Numbers of Exchange Students

Each institution will work with the host institution on acceptance. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the host institution the number of student exchanges in a particular year may change where it is necessary to "balance" the numbers of exchange students. Note: 2 students for a 4-6 week summer semester (2 courses, 6 credits) stay or 2 students for an 8 week summer research stay is equivalent to 1 student for a full semester stay.

3. Status of Exchange Students

Each institution shall normally accept incoming exchange students as visiting students (i.e. students who do not aim at obtaining a degree or other formal qualification from the host university.)

4. Acceptance Procedures

The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institutions, and the host institution shall make the final admission decisions in each case.

5. Study Program

Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. Exchange students will normally be permitted to enter a program in which there is space and no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to host institution each semester.

6. Academic Record and Accreditation

The host institutions shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home University. The home institution may give credit to each student according to its regulations.

7. Tuition and Other Fees

Provided they have paid the appropriate fees to their home institution, exchange students shall not be required to pay tuition fees to their host institution. Exchange students may, however, be responsible for:

- Round-trip airfare
 - Mandatory university room or housing fees
 - Mandatory meal plan as stipulated by university regulations
 - Required medical insurance
 - Textbooks and living expenses
 - Expenses related to entry and departure from the country
 - All visa related fees
- Any fees associated with taking courses at the host institution. Examples of Northern State University fees include: 1) International Student Fee, 2) Official Transcript Fee.

8. Government Requirements

Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

9. Financial Responsibility

Exchange student shall take out comprehensive health insurance which is valid in the host country and host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

10. Program Administration

Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officer shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of International Programs at Northern State University and the Office of International Affairs at JAMK University of Applied Sciences.

11. Conditions for Collaboration

Nothing in the Agreement shall be construed by one Exchanging Institution as an indemnification of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by an Exchanging Institution or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

12. Commencement and Duration of the Agreement

The Agreement shall enter into force on the date of its signing by both institutions and shall remain in force for five years.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of such and early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to the termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revision or modification.

The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

For Northern State University

Dr. Timothy Downs
President
Northern State University

USA

Date: 09/05/18

For JAMK University of Applied Sciences

Dr. Jussi Halttunen
President/Rector
JAMK University of Applied Sciences

Finland

Date: 21.9.2018



**Memorandum of Understanding between
Northern State University, USA
and**

JAMK University of Applied Sciences, FINLAND

Northern State University, Aberdeen, South Dakota, USA and JAMK University of Applied Sciences, Finland recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.


Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

1. The development of collaborative partnerships that will include student, faculty and staff exchanges.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.
3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

Signed on behalf of
Northern State University



Dr. Timothy Dowds
President
Northern State University
USA

Date: 09/05/18

Signed on behalf of
JAMK University of Applied Sciences, Finland



Dr. Jussi Halttunen
President/Rector
JAMK University of Applied Sciences
FINLAND

Date: 21-8-2018



AGREEMENT ON ACADEMIC COOPERATION BETWEEN
NORTHERN STATE UNIVERSITY AND JAMK UNIVERSITY OF APPLIED SCIENCES

Northern State University and JAMK University of Applied Sciences, Finland, recognizing the benefits to their respective universities through the establishment of international links, have concluded this agreement on academic cooperation ("Agreement").

- 1 The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two universities.
- 2 Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity.
 - a. Exchange of faculty members, researchers, and administrative staff
 - b. Exchange of students
 - c. Implementation of collaborative research projects
 - d. Implementation of lectures and symposia
 - e. Exchange of academic information and materials
 - f. Promotion of other academic cooperation on which both parties have agreed
- 3 The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries.
- 4 It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at the universities concerned.
- 5 Should any collaborative research activities conducted under this Agreement have any potential for developing intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
- 6 This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.
- 7 This Agreement is valid for a period of five (5) years from the signature date of the representatives of both universities below. This Agreement may be renewed after being reviewed and renegotiated by both universities.
- 8 This Agreement may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.
- 9 This Agreement shall be executed in English in two (2) copies; each university shall retain one copy.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN STATE UNIVERSITY
AND
SHANGHAI UNIVERSITY

Northern State University, Aberdeen, South Dakota, USA and Shanghai University, Shanghai, China recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

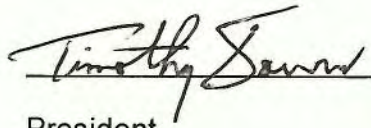
1. The development of collaborative partnerships that will include student, faculty and staff exchanges.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.
3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

This Agreement is drawn in both English and Chinese and either copy has the same validity.

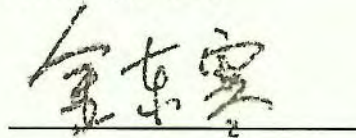
Signed on behalf of
Northern State University
Dr. Timothy Downs



President
Northern State University
USA

Date: July 03, 2018

Signed on behalf of
Shanghai University
Dr. Donghan Jin



President
Shanghai University
China

Date: _____

AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
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AND
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b. Exchange of students

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d. Implementation of lectures and symposia

e. Exchange of academic information and materials

f. Promotion of other academic cooperation on which both parties have agreed

3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries.

4. It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at the universities concerned.

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7. This Agreement is valid for a period of five (5) years from the signature date of the representatives of both universities below. This Agreement may be renewed after being reviewed and renegotiated by both universities.

8. This Agreement may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.

9. This Agreement shall be executed in English in two (2) copies; each university shall retain one copy.

STUDENT EXCHANGE AGREEMENT
BETWEEN
NORTHERN STATE UNIVERSITY
AND
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Each institution shall normally accept incoming exchange students as visiting students who do not plan to obtain a degree from the host university.

4. Acceptance Procedures

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5. Study Program

Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. Exchange students will normally be permitted to enter a program in which there is space and no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to host institution each semester.

6. Academic Record and Accreditation

The host institutions shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home University. The home institution may give credit to each student according to its regulations.

7. Tuition, Fees and Expenses:

Students from partner institutions pay tuition at their home campus. Therefore, they are not required to pay tuition at the host institution. Exchange students will be responsible for all fees and expenses required by the host institution. A list of required fees will be provided by the host institution each semester. In addition, all incoming exchange students will be required to pay the following:

- Round-trip airfare
- Mandatory university room or housing
- Mandatory meal plan as stipulated by university regulations
- Required South Dakota regental approved medical insurance
- Textbooks and living expenses
- Expenses related to entry and departure from the country
- All visa related fees
- Any fees associated with targeted courses at the host institution and required support fees.

8. Government Requirements

Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact details during the period of their exchange. The host institution will act as the point of contact with the student.

9. Financial Responsibility

Exchange student shall take out comprehensive health insurance which is valid in the host country and host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

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Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officer shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of Int

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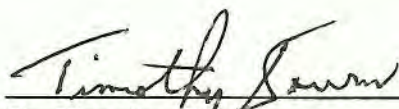
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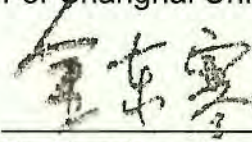
The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

For Northern State University



Dr. Timothy Downs
President
Northern State University
USA

For Shanghai University



Dr. Donghan Jin
President
Shanghai University
China

Date: July 3, 2018

Date: _____