

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 4 – G (2)

DATE: March 27-29, 2018

SUBJECT

Agreements on Academic Cooperation – SDSU

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 programing for which credit shall be awarded.” To comply with this requirement, South Dakota School of Mines and Technology seeks approval to enter into academic agreements with the following institutions:

- INTI International University, Malaysia (INTI)
- KDU College, Malaysia (KDU)
- Sunway University, Malaysia (Sunway)
- Taylor’s University, Malaysia (Taylors)
- Kyambogo University of Kampala (Kyambogo)
- University of the Philippines, Los Baños (UPLB)

IMPACT AND RECOMMENDATION

The articulation agreements with INTI, KDU, Sunway, and Taylors would improve the coordination between SDSU and the respective institutions for transfer policies and acceptance of equivalent courses for students from those institutions to transfer to SDSU to earn a degree. Due to the complimentary nature of programs at these institutions with those at SDSU, entering into these articulation agreements would aid in attracting qualified students to SDSU. Each agreement would be valid for a period of five years.

(Continued)

DRAFT MOTION 20180327_4-G(2):

I move to approve the academic agreements between South Dakota State University and 1) INTI International University, Malaysia; 2) KDU College, Malaysia; 3) Kyambogo University of Kampala; 4) Sunway University, Malaysia; 5) Taylor’s University, Malaysia; and 6) University of the Philippines, Los Baños.

The agreements on academic cooperation with Kyambogo and UPLB in the areas of Sociology/Rural Sociology and Ag/Biological Sciences (respectively) would result in the opportunity for joint research, faculty collaboration/exchange, and/or student exchange. Each agreement would be valid for a period of five years. The details of faculty or student exchange and additional joint activities not provided in these agreements will require the execution of a separate agreement.

Board staff recommend approval.

ATTACHMENTS

Attachment I – Academic Agreement: INTI International University, Malaysia (INTI)

Attachment II – Academic Agreement: KDU College, Malaysia (KDU)

Attachment III – Academic Agreement: Sunway University, Malaysia

Attachment IV – Academic Agreement: Taylor’s University, Malaysia

Attachment V – Academic Agreement: Kyambogo University of Kampala

Attachment VI – Academic Agreement: University of the Philippines, Los Baños (UPLB)

South Dakota

State

University

And

INTI

International

University

**ARTICULATION AGREEMENT
SOUTH DAKOTA STATE UNIVERSITY, USA**

And

INTI INTERNATIONAL UNIVERSITY, MALAYSIA

I. PARTIES

The parties to this agreement are South Dakota State University (SDSU), USA and INTI International University (INTI), Malaysia.

II. PURPOSE

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. improve the coordination between SDSU and INTI for transfer policies, acceptance of equivalent courses and to enable enhanced advising at both institutions;
- C. attract qualified students from INTI International University to South Dakota State University;
- D. provide students who have completed courses at INTI International University to earn a degree at South Dakota State University

III. ELEMENTS OF THE AGREEMENT

- A. This document confirms that South Dakota State University, USA and INTI International University, Malaysia, are entering into the following college transfer agreement for students desiring to transfer from INTI to SDSU
- B. SDSU will accept qualified applicants from INTI International University who wish to transfer directly to SDSU to pursue a bachelor's degree. Students from INTI will apply to SDSU as transfer students.
- C. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following: Grade C or better in the equivalent of SDSU ENGL 101 Composition I, Internet-based TOEFL Test (iBT) score, minimum-61, Paper-based TOEFL Test (PBT) score, minimum-500, and IELTS score, minimum-5.5. TOEFL or IELTS scores must be submitted within two years of examination date.
- D. Courses listed on the Transfer Equivalency Tables will transfer from INTI to SDSU as per the attached equivalency table between the institutions.
- E. Students from INTI applying to South Dakota State University will be processed expeditiously and will not be required to submit a WES Evaluation. Students from

INTI may take courses as advised in SDSU majors. In addition to official transcripts of work done at INTI and other postsecondary institutions and official TOEFL scores, applicants must follow the instructions for International Transfer Admissions.

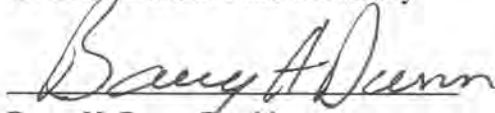
- F. To earn a Bachelor's degree at South Dakota State University, the student must meet all university requirements as set forth in the current undergraduate catalog after admission.

IV. 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.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, 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 South Dakota State University


Barry H. Dunn, President

Date:

11-9-17

for INTI Universal Holdings Sdn. Bhd.

Timothy A Bulow, Chief Executive Officer

Date:

South Dakota

State

University

And

KDU

College

ARTICULATION AGREEMENT
SOUTH DAKOTA STATE UNIVERSITY, USA
And
KDU COLLEGE, MALAYSIA

I. PARTIES

The parties to this agreement are South Dakota State University (SDSU), USA and KDU College (KDU), Malaysia.

II. PURPOSE

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. improve the coordination between SDSU and KDU for transfer policies, acceptance of equivalent courses and to enable enhanced advising at both institutions;
- C. attract qualified students from KDU College to South Dakota State University;
- D. provide students who have completed courses at KDU College to earn a degree at South Dakota State University

III. ELEMENTS OF THE AGREEMENT

- A. This document confirms that South Dakota State University, USA and KDU College, Malaysia, are entering into the following college transfer agreement for students desiring to transfer from KDU to SDSU
- B. SDSU will accept qualified applicants from KDU College who wish to transfer directly to SDSU to pursue a bachelor's degree. Students from KDU will apply to SDSU as transfer students.
- C. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following: Grade C or better in the equivalent of SDSU ENGL 101 Composition I, Internet-based TOEFL Test (iBT) score, minimum-61, Paper-based TOEFL Test (PBT) score, minimum-500, and IELTS score, minimum-5.5. TOEFL or IELTS scores must be submitted within two years of examination date.
- D. Courses listed on the Transfer Equivalency Tables will transfer from KDU to SDSU as per the attached equivalency table between the institutions.
- E. Students from KDU applying to South Dakota State University will be processed expeditiously and will not be required to submit a WES Evaluation. Students from KDU may take courses as advised in SDSU majors. In addition to official

transcripts of work done at KDU and other postsecondary institutions and official TOEFL scores, applicants must follow the instructions for International Transfer Admissions.

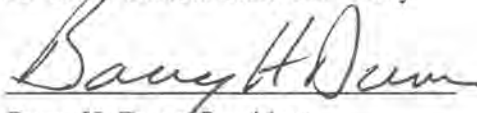
- F. To earn a Bachelor's degree at South Dakota State University, the student must meet all university requirements as set forth in the current undergraduate catalog after admission.

IV. 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.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, 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.
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- 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 South Dakota State University


Barry H. Dunn, President

11-9-17

Date:

for KDU College, Malaysia

Hon Wei Min, Deputy Vice Chancellor

Date:

South Dakota

State

University

And

Sunway

University

ARTICULATION AGREEMENT
SOUTH DAKOTA STATE UNIVERSITY, USA
And
SUNWAY UNIVERSITY, MALAYSIA

I. PARTIES

The parties to this agreement are South Dakota State University (SDSU), USA and Sunway University (Sunway), Malaysia.

II. PURPOSE

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. improve the coordination between SDSU and Sunway for transfer policies, acceptance of equivalent courses and to enable enhanced advising at both institutions;
- C. attract qualified students from Sunway University to South Dakota State University;
- D. provide students who have completed courses at Sunway University to earn a degree at South Dakota State University

III. ELEMENTS OF THE AGREEMENT

- A. This document confirms that South Dakota State University, USA and Sunway University, Malaysia, are entering into the following college transfer agreement for students desiring to transfer from Sunway to SDSU
- B. SDSU will accept qualified applicants from Sunway University who wish to transfer directly to SDSU to pursue a bachelor's degree. Students from Sunway will apply to SDSU as transfer students.
- C. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following: Grade C or better in the equivalent of SDSU ENGL 101 Composition I, Internet-based TOEFL Test (iBT) score, minimum-61, Paper-based TOEFL Test (PBT) score, minimum-500, and IELTS score, minimum-5.5. TOEFL or IELTS scores must be submitted within two years of examination date.
- D. Courses listed on the Transfer Equivalency Tables will transfer from Sunway to SDSU as per the attached equivalency table between the institutions.
- E. Students from Sunway applying to South Dakota State University will be processed expeditiously and will not be required to submit a WES Evaluation.

Students from Sunway may take courses as advised in SDSU majors. In addition to official transcripts of work done at Sunway and other postsecondary institutions and official TOEFL scores, applicants must follow the instructions for International Transfer Admissions.

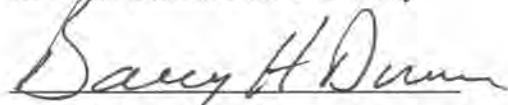
- F. To earn a Bachelor's degree at South Dakota State University, the student must meet all university requirements as set forth in the current undergraduate catalog after admission.

IV. 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.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, 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 South Dakota State University



Barry H. Dunn, President

11-9-17

Date:

for Sunway University, Malaysia

Graeme Wilkinson, Vice-Chancellor

Date:

South Dakota

State

University

And

Taylor's

University

ARTICULATION AGREEMENT
SOUTH DAKOTA STATE UNIVERSITY, USA
And
TAYLOR'S UNIVERSITY, MALAYSIA

I. PARTIES

The parties to this agreement are South Dakota State University (SDSU), USA and Taylor's University (Taylors), Malaysia.

II. PURPOSE

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. improve the coordination between SDSU and Taylors for transfer policies, acceptance of equivalent courses and to enable enhanced advising at both institutions;
- C. attract qualified students from Taylor's University to South Dakota State University;
- D. provide students who have completed courses at Taylor's University to earn a degree at South Dakota State University

III. ELEMENTS OF THE AGREEMENT

- A. This document confirms that South Dakota State University, USA and Taylor's University, Malaysia, are entering into the following college transfer agreement for students desiring to transfer from Taylors to SDSU
- B. SDSU will accept qualified applicants from Taylor's University who wish to transfer directly to SDSU to pursue a bachelor's degree. Students from Taylors will apply to SDSU as transfer students.
- C. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following: Grade C or better in the equivalent of SDSU ENGL 101 Composition I, Internet-based TOEFL Test (iBT) score, minimum-61, Paper-based TOEFL Test (PBT) score, minimum-500, and IELTS score, minimum-5.5. TOEFL or IELTS scores must be submitted within two years of examination date.
- D. Courses listed on the Transfer Equivalency Tables will transfer from Taylors to SDSU as per the attached equivalency table between the institutions.
- E. Students from Taylors applying to South Dakota State University will be processed expeditiously and will not be required to submit a WES Evaluation.

Students from Taylors may take courses as advised in SDSU majors. In addition to official transcripts of work done at Taylors and other postsecondary institutions and official TOEFL scores, applicants must follow the instructions for International Transfer Admissions.

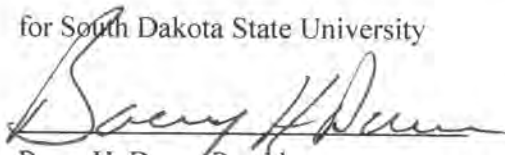
- F. To earn a Bachelor's degree at South Dakota State University, the student must meet all university requirements as set forth in the current undergraduate catalog after admission.

IV. 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.
- B. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, 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.
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In the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University


Barry H. Dunn, President

Date:

11-13-17

for Taylor's University, Malaysia

Pradeep Kumar Nair, Deputy Vice Chancellor

Date:

South Dakota

State

University

And

Kyambogo

University

of

Kampala

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
Kyambogo University of Kampala, Uganda**

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, South Dakota State University (SDSU) and Kyambogo 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. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include sociology and rural sociology.
- Article 2. The institutions agree to exchange research papers, educational practices, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 4. Kyambogo is especially interested in faculty development and may send faculty members to SDSU to complete PhD degrees. All such applications would be subject to review and approval by the SDSU Graduate School and the SDSU Department of Sociology and Rural Studies. Decisions regarding the availability of funding to support accepted graduate students will be at the sole discretion of the SDSU Department of Sociology and Rural Studies.
- Article 5. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, student and faculty exchange, and other similar projects as appropriate.

II. Appointment of Coordinators

- Article 6. 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.

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Article 7. The following individuals at each institution will be responsible for coordinating this agreement:

South Dakota State University	Kyambogo University
PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Study Abroad Office: Office of International Affairs Mailing Address: Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540	PRIMARY CONTACT FOR AGREEMENT Name: Dr. Mugisha M. Mutabazi Title: Acting Head of Department Office: RAC Building, Annex, Office Ru Mailing Address: Email: mugishamarian@gmail.com Telephone: +256-414 285106 Fax: +256-414 285106
ACADEMIC UNIT CONTACT Name: Meredith Redlin Title: Professor, Sociology and Rural Studies Office: Hansen Hall 004 Mailing Address: Box 670A Brookings, SD 57007 Email: Meredith.redlin@sdstate.edu Telephone: 605-688-4084 Fax:	ACADEMIC UNIT CONTACT Name: Dr. Kwiringira Japheth Title: Lecturer, Department of Soci Office: RAC Building, Annex, Ru Mailing Address: Soci P.O. Box 1, Kyambogo Email: rkjapheth@yahoo.co.uk Telephone: +256-414 285106 Fax: +256-414 285106

Article 8. 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 9. 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 10. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions. Additional joint activities, such as student or faculty exchange, will require the execution of a separate agreement.
- Article 11. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 12. Nothing in the above agreement shall be construed as being legally binding.
- Article 13. 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

FK

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.

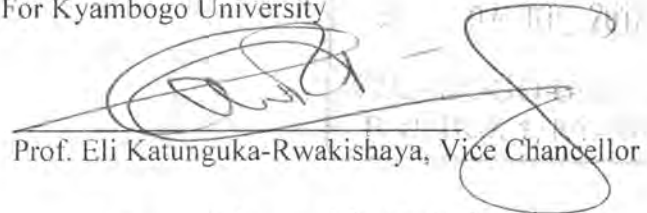
In the spirit of international friendship and cooperation, we hereby set our signatures:

For South Dakota State University


Barry Dunn, President

11.9.17
Date:

For Kyambogo University


Prof. Eli Katunguka-Rwakishaya, Vice Chancellor

4-7-2017
Date:

South Dakota
State
University
And
University of
the Philippines
Los Banos

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
BROOKINGS, SOUTH DAKOTA, USA
AND
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS
LAGUNA, PHILLIPINES**

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, South Dakota State University (SDSU) and the University of the Philippines, Los Baños (UPLB) 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. The area of cooperation shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include the College of Agriculture and Biological Sciences.

- Article 2. The institutions agree to exchange research papers, educational practices, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.

- Article 3. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects. Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives.

- Article 4. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, student and faculty exchange, and other similar projects as appropriate. While advanced graduate and professional students may participate in cooperative activities as proposed in Article 1 above to conduct collaborative or independent research, this MOU does not provide for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the host institution.

II. Appointment of Coordinators

- Article 5. 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.

- Article 6. The following individuals at each institution will be responsible for coordinating this agreement:

South Dakota State University	University of the Philippines, Los Baños
PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Study Abroad Office: Office of International Affairs Mailing Address: Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540	PRIMARY CONTACT FOR AGREEMENT Name: Rommel C. Sulabo, Ph.D. Title: Professor Office: B. M. Gonzalez Animal Science Complex Mailing Address: UP Los Baños, 4031 College Laguna, Philippines Email: rcsulabo@up.edu.ph Telephone: +63-916-654-2032 Fax:
ACADEMIC UNIT CONTACT Name: Robert Thaler, Ph.D. Title: Professor/Extension Swine Specialist Office: Animal Science Complex 114 Mailing Address: Box 2170 Brookings, SD 57007 Email: robert.thaler@sdstate.edu Telephone: (605) 688-5435 Fax:	ACADEMIC UNIT CONTACT Name: Rommel C. Sulabo, Ph.D. Title: Professor Office: B. M. Gonzalez Animal Science Complex Mailing Address: UP Los Baños, 4031 College Laguna, Philippines Email: rcsulabo@up.edu.ph Telephone: +63-916-654-2032 Fax:

- Article 7. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

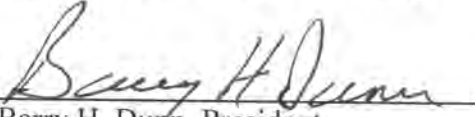
VI. Terms of Agreement

- Article 8. 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.
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- Article 10. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.

- Article 11. Nothing in the above agreement shall be construed as being legally binding.
- Article 12. 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 South Dakota State University


Barry H. Dunn, President

Date:

11-9-17

for University of the Philippines, Los Baños

Fernando C. Sanchez, Jr., Chancellor

Date:
