

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – F (3)
DATE: December 11-12, 2019

SUBJECT

Agreements on Academic Cooperation – USD

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 University of South Dakota seeks approval to enter into an agreement on academic cooperation with the Geneva School of Business Administration (referred to as HEG) in Switzerland.

IMPACT AND RECOMMENDATION

This agreement provides an opportunity for student exchange between the two institutions.

A maximum of 2 students for one academic year or 4 students for one semester each shall be exchanged between the institutions on an annual basis. Exchange students will pay tuition and fees to their home campus (with exceptions to this noted in Section 4 of the agreement). Students will be responsible for paying for their own housing, meals, travel and any other incidental costs. The agreement would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: USD & Geneva School of Business Administration, Switzerland

DRAFT MOTION 20191211_4-F(3):

I move to approve the University of South Dakota’s agreement on academic cooperation with the Geneva School of Business Administration in Switzerland.

MEMORANDUM OF AGREEMENT

Between

**THE GENEVA SCHOOL OF BUSINESS ADMINISTRATION (HEG),
PART OF THE UNIVERSITY OF APPLIED SCIENCES AND ARTS WESTERN
SWITZERLAND (HES-SO)**

International Relations Office
Rue de la Tambourine 17
1227 Carouge – Geneva
Switzerland

And

THE UNIVERSITY OF SOUTH DAKOTA

International Office / Center for Academic and Global Engagement
414 E Clark St.
Vermillion, SD 57069
USA

Recognizing that a Memorandum of Agreement would be of mutual benefit in establishing a framework of cooperation, the Geneva School of Business Administration (hereinafter referred to as the HEG) and the University of South Dakota (hereinafter referred to as USD) agree to provide students from the other party access to their institutions in the department of business.

The institutions further agree:

1. A maximum of 2 students for one academic year or 4 students for one semester each shall be exchanged between the institutions on an annual basis.
2. Students participating in the exchange program are not transferred to the partner institution, but remain enrolled in their home institutions, in accordance with their established policies. They shall not pay tuition fees to the host institution.
3. Students shall be pre-selected by their home institution based on their academic excellence. The host institution shall be responsible for the final acceptance. Students accepted by the host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the host institution, and shall comply with them in the same manner as the regular students thereof. Each student shall follow a course of studies jointly agreed to between the two institutions.
4. Each student will be responsible for finding and covering the cost of accommodation, for arranging for a visa, if necessary, and for covering the cost of international travel, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising of the exchange (such as the nominal USD International Student Fee). No exchange of funds between the two institutions will occur.

Students studying at USD must clear their insurance plan prior to purchase with the USD International Office to ensure compliance with South Dakota Board of Regents requirements.

5. Students participating in the exchange must maintain full-time enrolment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. The enrolment 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 enrolment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrolment as 12 U.S. credits, which may include both on-campus and distance delivery.
6. Upon completion of the exchange program at the host university, exchange students shall return to the home institution. Both institutions must approve any extension of the exchange visit.
7. Each host institution will provide official transcripts of records to the student and home university registrar, indicating the academic performance of each exchange student. Credits and grades earned at the host university shall be accredited according to the regulations of the home university.
8. It is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each party agrees to contact the other's designated representative to discuss and work toward the resolution of any disputes which may arise during the term of this Agreement. As permitted in accordance with applicable law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, faculty, agents or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.
9. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated. Termination for any of these reasons is not a default nor does it give rise to a claim against either Party.
10. This Agreement may be amended or modified by means of written consent on the part of the signatories or their duly authorized representatives.
11. This Agreement will become effective from the academic year 2019-2020. It shall continue in effect for a period of five (5) years and may be extended by mutual/tacit agreement.
12. Either party may terminate this Agreement on written notice to the other party, received at least six months in advance of the desired date of termination.

Official notices and correspondence from either party shall be sent to the following individuals:

<u>For the Geneva School of Business Administration (HEG)</u>	<u>For the University of South Dakota (USD)</u>
Dr. Claire Baribaud - Director Prof. Xavier Burdet - Head of International Relations HEG-GE Rue de la Tambourine 17 CH - 1227 Carouge - Geneva Tel: +41 22 388 17 00 or +41 22 388 17 10 Email: xavier.burdet@hesge.ch	Virginija Wilcox-Director Patrick Morrison – Associate Director, International Office 414 E Clark St, Vermillion, SD 57609 USA Tel:+1-605-658-6255 Email: Virginija.Wilcox@usd.edu and Patrick.Morrison@usd.edu

BOTH PARTIES hereto warrant and represent that they have full right, power, and authority to execute this Agreement on the date signed.

 Dr. Luciana Vaccaro
 Rector
 HES-SO

 Sheila K. Gestring
 University President
 USD

 Dr. Claire Baribaud
 Director
 HEG-GE

 Date

 Date