

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 4 – A (2)**  
**DATE: October 2-3, 2019**

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**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 programing for which credit shall be awarded.” To comply with this requirement, Northern State University seeks approval to renew an existing agreement on academic cooperation for student exchange with Okanagan College in Canada.

**IMPACT AND RECOMMENDATION**

The original agreement was approved by the Board during the October 2005 meeting, with the previous renewal approved by the Board at the April 2007 meeting with the most recent renewal approved at the September 2013 Board meeting.

Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis. Exchange students will pay tuition at their come campus, however exchange students will be responsible for all fees and expenses required by the host institution. Students will be responsible for paying for their own housing, meals, travel and any other incidental costs, and any fees associated with takin courses at the host institution. This agreement would be valid for a period of five years.

Board staff recommend approval.

**ATTACHMENTS**

Attachment I – Agreement on Academic Cooperation: NSU & Okanagan College

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**DRAFT MOTION 20191002\_4-A(2):**

I move to approve the agreement on academic cooperation between Northern State University and Okanagan College, Canada.

STUDENT EXCHANGE AGREEMENT  
BETWEEN  
NORTHERN STATE UNIVERSITY  
AND  
OKANAGAN COLLEGE

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

**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. Exchange students cannot change program without written consent of Academic Advisors at both home and host institutions.

**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. Other fees may include 1) Lab Course Fees (assessed for lab courses only), 2) Business Salary Enhancement Fee (assessed on business courses only).

**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 Okanagan College.

**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.

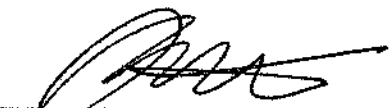
The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

For Northern State University

  
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 Dr. Timothy Downs  
 President  
 Northern State University  
 USA

Date: 08/09/19

For Okanagan College

  
 \_\_\_\_\_  
 Jim Hamilton  
 President  
 Okanagan College  
 Canada

Date: 18 July 2018