

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – F (4)
DATE: April 1, 2020

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 (USD) seeks approval to enter into an agreement on academic cooperation with Soongsil University (SSU), South Korea.

IMPACT AND RECOMMENDATION

Regarding student exchange, each institution agrees to accept and enroll exchange students on a full-time, non-degree basis. Exchange students will pay tuition and fees at their home campus (with exceptions to this noted in Article 11 of the agreement). Students will be responsible for paying for their own housing, meals, travel and any other incidental costs. This agreement would be valid for a period of five years.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: USD & Soongsil University (SSU)

DRAFT MOTION 20200401_4-F(4):

I move to approve the University of South Dakota’s agreement on academic cooperation with Soongsil University.

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
THE UNIVERSITY OF SOUTH DAKOTA
AND
SOONGSIL UNIVERSITY**

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, The University of South Dakota (USD) and Soongsil University (SSU), 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.
- Article 2. The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree to exchange students and faculty members.
- Article 4. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 5. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties.
- Article 6. The area of exchange, to the extent feasible, shall include the exchange of students for internship programs.

II. Exchange of Students.

- Article 7. Participants remain students of the home institution throughout the period of the exchange.
- Article 8. The total number of students exchanged per year will be determined by mutual agreement of the two institutions. It is expected that efforts will be made to have equal numbers of students exchanged from each institution over the period this agreement is valid.
- Article 9. Students will only be accepted on a non-degree basis.
- Article 10. Each institution shall be responsible for the selection of students participating in the exchange with academic excellence being the primary criterion for the selection. A further criterion is the student's perceived ability to deal effectively

with the challenges of the exchange situation. Exchange candidates will be nominated by their home institution and approved by the host institution.

- Article 11. Exchange students will pay the tuition to the home institution.
- Section A. Students from SSU studying at USD will pay any incidental fees, the International Student Fee, and appropriate room and board fees.
- Section B. Students from SSU that enroll in a self-support course (i.e. online, distance education, and remedial courses, such as Math 095 and English 032) at USD will pay all self-support tuition and delivery fees associated with the course.
- Section C. Student from USD studying at SSU will pay any incidental fees and appropriate room and board fees.
- Article 12. Exchange students are responsible for paying their own housing accommodations and meals throughout the exchange.
- Article 13. Exchange students are responsible for all travel costs and any incidental costs/fees at the host institution.
- Article 14. All exchange students are required to carry adequate health insurance during the period of exchange, and show proof thereof. All students studying at USD will be required to purchase insurance that meets South Dakota Board of Regents requirements. Students studying at SSU will not be required to purchase insurance beyond the CISI insurance required by USD for all outbound students.
- Article 15. Exchange students are responsible for purchasing books and other academic supplies.
- Article 16. Academic credits received by the students will be recognized by each university. Academic transcripts will be provided to the home institution upon completion of the students' period of study at the host institution.
- Article 17. Exchange students will register for courses at the host university with the guidance and advice of their academic advisors. Each institution undertakes to provide information on courses, including course descriptions and syllabi/course handbooks.
- Article 18. Exchange students will be free to choose courses from the full range of courses available at the host institution, provided that they satisfy the individual course prerequisites, and that space is available.
- Article 19. Participants in the exchange should have their proposed program of studies at the host institution approved by their home institution prior to the exchange.

- Article 20. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. For these purposes, USD considers full-time enrollment as 12 U.S. credits. For SSU, we consider full-time enrollment as 12 credits (at a 1:1 credit conversion).
- Article 21. Students will be assigned an advisor for academic, social and practical matters by the host institution. Academic and/or attendance problems will be dealt with by the host institution for the duration of the exchange, with the host institution notifying the home institution of any relevant issues in a timely manner.
- Article 22. Exchange students will abide by the rules and regulations formally documented by the host institution and be subject to all due processes in the enforcement of said rules and regulations.

III. Exchange of Faculty.

- Article 23. Both institutions shall encourage the exchange of faculty members who may conduct research, teach classes, deliver lectures, or give special programs such as workshops. Activities will be negotiated prior to the exchange.
- Article 24. Both institutions shall provide, as appropriate, a list of members of the faculty interested in and qualified for the exchange. The number of exchange faculty members shall be determined by the two institutions. A final decision on accepting a visiting faculty member rests with the host institution. The term of the exchange shall be negotiated and determined by the needs of the two institutions.
- Article 25. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.
- Article 26. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.
- Article 27. Both institutions shall assist the exchange faculty members in locating funds from various international scholar programs or such individual granting agencies as are available.
- Article 28. Each institution shall provide support to exchange faculty members to locate suitable housing.
- Article 29. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.

- Article 30. Host institutions shall offer opportunities for visiting faculty to integrate fully into the life of the community, including invitations to campus-based professional development opportunities.
- Article 31. Faculty members and administrators of both institutions are welcome to make professional visits to their sister campus for familiarization with their counterparts and possible development of mutually beneficial programs.
- Article 32. Exchange faculty will abide by the rules and regulations formally documented by the host institution for all faculty members.

IV. Joint Research Activities, Publications and Other

- Article 33. The two institutions agree to undertake joint academic research, deploying their faculty members and facilities and drawing upon the strength of respective experiences in overseas programs.
- Article 34. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, and other similar projects as appropriate.

V. Appointment of Coordinators

- Article 35. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for coordinating the specific aspects of the program as well as advising and assisting students.

The following individuals at each institution will be responsible for coordinating this exchange:

<p>The University of South Dakota</p> <p>OUTGOING STUDENTS Name: Jessica Winterringer Title: Study Abroad Advisor Office: Center for Academic and Global Engagement Email: Jessica.Winterringer@usd.edu Telephone: 605-658-3594 Fax: 605-677-8848</p> <p>INCOMING STUDENTS/RENEWAL CONTACT Name: Patrick Morrison Title: Associate Director Office: International Office Email: Patrick.Morrison@usd.edu Telephone: 605-658-6219 Fax: 605-677-8848</p>	<p>Soongsil University</p> <p>Name: Yunsun Olivia Lee Title: Program Coordinator Office: Office of International Affairs Email: ysunlee@soongsil.ac.kr/ studyabroad@ssu.ac.kr Telephone: +82-2-820-0776 Fax: +82-2-814-7362</p>
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VI. Terms of Agreement

- Article 35. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.
- Article 36. 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 37. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 38. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 39. Nothing in the above agreement shall be construed as being legally binding.
- Article 40. 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 USD. Termination for any of these reasons is not a default by USD nor does it give rise to a claim against USD.

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

for the University of South Dakota

for Soongsil University

Sheila K. Gestring, President

Junseong Hwang, President

Date:

Date: