

**SOUTH DAKOTA BOARD OF REGENTS**

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

**AGENDA ITEM: 5 – I**  
**DATE: December 9-10, 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 University of Liège (ULiège), HEC-Management School, Belgium.

**IMPACT AND RECOMMENDATION**

Mutual opportunities for teaching exchange, such as seminars, special lectures, etc. will be considered and encouraged. Regarding student exchange, each institution agrees to accept and enroll up to 2 exchange students for one semester or one full academic year on a full-time basis. Exchange students will pay tuition fees at their home campus; students studying at USD will be responsible for the nominal International Student Fee. 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 & University of Liège (ULiège), HEC-Management School

\*\*\*\*\*

**DRAFT MOTION 20201209\_5-I:**

I move to approve the University of South Dakota’s agreement on academic cooperation with University of Liège (ULiège), HEC-Management School.



Memorandum of Agreement between  
Université de Liège, Belgium  
and  
University of South Dakota, United States  
Concerning student exchange

**Université de Liège (ULiège),**

Located Place du 20-août, 7  
4000 Liège, Belgium  
Represented by its Rector, Prof. Pierre WOLPER

And

**University of South Dakota**

Located 414 E Clark St  
Vermillion, SD 57069 USA  
Represented by its President, Sheila K. Gestring

Willing to strengthen scientific and pedagogical cooperation and to promote mutual knowledge, the University of Liège (ULiège), HEC-Management School and University of South Dakota agree to establish a student exchange programme

1. The purpose of the exchange is to facilitate the advancement of the shared goals of teaching and learning in the field of Business. Other fields might be eligible, upon availability and approval of both universities.
2. The mobility scheme is available for undergraduate as well as graduate full-time students.
3. Faculty exchange is also encouraged (Schedule 1).
4. The exchange will be in accordance with each institution's mission, academic regulations and practices.
5. Student exchanges will adhere to the following principles:

- 5.1 Each year, both institutions may exchange up to 2 full-time students for one semester or 1 for a full academic year.
- 5.2 Each institution (sending and hosting) will strive to maintain a balance, over the life of the agreement, in the number of students enrolled in the exchange.
- 5.3 Students must have successfully completed at least two years at bachelor level in order to be eligible for the exchange.
- 5.4 Students will demonstrate facility in the respective languages by passing a test supplied by or acceptable to the host university, if applicable.
- 5.5 The department head of the home institution will approve the proposed program of courses for each student, prior to leaving.
- 5.6 At ULiège, online applications for exchange students must be achieved through the website.
- 5.7 A transcript of grades will be provided based on assignments and examinations administered by the host institution.
- 5.8 The host institution determines the number of credits for each course of the programme. Both parties commit themselves to fully recognise the programme followed by the student abroad, duly signed in the learning agreement.
- 5.9 Students pay tuition fees at their home institution. Beyond that, the students will be responsible for financing their programs, unless financial aid is available in his/her home institution.
- 5.10 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.
- 5.11 Students studying at USD will be responsible for the nominal International Student Fee.
- 5.12 Each student will be required to pay his or her travel costs.
- 5.13 The host institution will provide assistance in finding accommodation. The student will pay for the accommodation and all other living expenses.

- 5.14 Students will purchase at their own expense medical insurance, which conforms to requirements established by the host institution for other incoming international students.
  - 5.15 Exchange students will enjoy the same academic rights and other privileges enjoyed by the students enrolled at the host institution.
  - 5.16 Exchange students will be subject to the rules, regulations and disciplinary procedures of the host institution.
6. Mutual opportunities for teaching exchange, such as seminars, special lectures, etc. will be considered and encouraged.

Details of the implementation of any particular exchange arising from this agreement shall be negotiated between the two institutions as each case may arise and shall be set out in writing.

This Agreement shall be effective starting from the date of the last signature of the authorised signatories and shall continue for a period of five years. It may be subject to revisions, renewal, or cancellation at any time by mutual consent, without prejudice to students currently participating to the exchange programme. It may be renewed after evaluation.

The annual implementation of this agreement is subject to tuition funding being available and becomes effective upon completion of the signatures.

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.

Made in two originals.

**UNIVERSITY OF SOUTH DAKOTA**

**UNIVERSITÉ DE LIEGE**

---

Pres. Sheila K. GESTRING  
University President

---

Prof. Pierre WOLPER  
Rector

Date:

Date: