

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 8 – H
DATE: June 22-23, 2022

SUBJECT

Agreements on Academic Cooperation – SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

BOR 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, South Dakota State University (SDSU) seeks approval to enter into an agreement on academic cooperation with the Institute of Technology Carlow and Carlow College, St. Patrick’s, both in Ireland.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for joint research, faculty collaboration, and student exchange. Regarding student exchange, students will pay tuition and fees to their home institution. Students will be responsible for paying for their own housing, meals, travel, health insurance, and any other incidental costs.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: Institute of Technology Carlow and Carlow College, St. Patrick’s

DRAFT MOTION 20220622_8-H:

I move to approve South Dakota State University’s agreement on academic cooperation with the Institute of Technology Carlow and Carlow College, St. Patrick’s, as presented.



**Memorandum of Understanding Between the
Institute of Technology Carlow, Carlow College, St.
Patrick's and South Dakota State University**

03/30/2022

A. PREAMBLE

Carlow College, St. Patrick's (hereafter referred to as Carlow College), the Institute of Technology Carlow (hereafter referred to as IT Carlow) and South Dakota State University (hereafter referred to as SDSU referred to collectively as the "Institutions" and individually as the "Institution", hereby agree upon the following terms and conditions as set out in this Agreement below. The term Host Institution(s) in this agreement is the institution that is receiving a student or faculty member. The Purpose of this agreement is to enhance the educational experience and the cross-cultural understanding of faculty and students at all three Institutions.

B. SCOPE OF UNDERSTANDING

The areas of cooperation include, subject to mutual consent, programmes offered at the Host Institutions as felt desirable and feasible. If an Institution wishes to modify the Agreement, it will propose changes in writing for consideration by the other parties. If all Institutions agree to the modification, a written record of such will be attached as an Addendum.

C. VISITING FACULTY

In order to facilitate inter-institutional research and scholarly activity, contribute to faculty development, examine joint-research interests and enhance student education, the Institutions agree to welcome visiting faculty members and research fellows. Whilst none of the Institutions is obliged to provide financial support for such visitors, all Institutions agree to make every effort to furnish visiting faculty with access to facilities (office space, library privileges) provided that such facilities are available. If such facilities are not available, the Host Institutions must inform the Home Institution prior to agreeing to receive any visiting faculty.

1.0 Procedures, Compensation, Benefits and Insurance

- 1.1 Visiting faculty candidates must be approved by departments, colleges and the Dean of Students and / or the Office of the Registrar of each of the Institutions at least three (3) months, if possible, in advance of the approved exchange.
- 1.2 The Home Institution will continue to pay the salary and benefits of its faculty member on appointment with an exchange partner.
- 1.3 If a faculty exchange, this may be concurrent or non-concurrent between the Institutions. Whether exchanges are concurrent or non-concurrent, the Institutions will endeavor to exchange faculty at the same or equivalent rank. Faculty members will retain academic rank during the period of the exchange and will be designated as "Visiting Professor," or the like, at the Host Institutions. The Institutions will agree on all work assignments in advance of the exchange.
- 1.4 Upon final approval by the Institutions, all final correspondence will be issued at least four (4) weeks before the arrival of the visiting faculty member. The final correspondence will indicate the visitor's rank, beginning and ending dates of appointment at the Host Institutions and department in which the visitor is engaged in teaching or research.

- 1.5 The Institutions agree to assist with visa formalities for visiting faculty and researchers, and to assist with appropriate housing. The Host Institutions will not be responsible for the cost of meals, accommodation, medical insurance or other expenses incidental to the participant's visit.
- 1.6 The Institutions require that faculty participants will be personally responsible for acquiring health / medical insurance for the time period of the visit / exchange and will be asked to provide proof of adequate coverage prior to arrival at the Host Institution.

D. STUDY ABROAD PROGRAMME

In order to promote and facilitate global educational and cross-cultural exchange, the Host Institutions agree to welcome students as prescribed below.

1.0 Duration of Programmes

- 1.1 The Host Institutions agree to host individual students for a semester / half an academic year, one (1) academic year, short-term programmes or summer programmes. The duration of the period of study for each student will be for a maximum one (1) academic year.

2.0 Administration

- 2.1 On behalf of the Home Institution, the study abroad programme will be coordinated by the Director for Education Abroad. On behalf of Carlow College and IT Carlow the study abroad programme will be coordinated by the International Offices. The following Institution in Carlow, Carlow College, will be considered the Lead Host Institution and will take the lead in the processing of applications and communicating with both the Home Institution and study abroad student. Any changes in administration of this programme should be communicated as soon as possible to the partner Institution and added as an Addendum to this Agreement as prescribed in the "Scope of Understanding."

<p>Carlow College St. Patrick's</p> <p>PRIMARY CONTACT FOR AGREEMENT</p> <p>Name: Eric Derr, Ph.D. Title: International Officer Office: International Office Email: intloffic@carlowcollege.ie Telephone: +353-59-9153200 Fax:</p>	<p>Institute of Technology Carlow</p> <p>PRIMARY CONTACT FOR AGREEMENT</p> <p>Name: Donal McAlister, MBA, BSc Title: International Affairs Manager Office: International Office Email: donal.mcalister@itcarlow.ie Telephone: +353-59-9175207 Fax:</p>	<p>South Dakota State University</p> <p>PRIMARY CONTACT FOR AGREEMENT</p> <p>Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Email: sally.gillman@sdstate.edu Telephone: +1-605-688-6094 Fax: +1-605-688-6540</p>
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3.0 Tuition and Academic Fees

- 3.1 SDSU students will remain registered in the placeholder, EXPL 487, at their Home Institution for the duration of their programme abroad. SDSU students will study at Carlow College and IT Carlow on the customary fee-paying protocol between the three institutions, fees will be provided annually in January to the Home Institution. Carlow College will invoice SDSU for all tuition charges. SDSU will pay Carlow College and the charges will then be added to the SDSU student's SDePay account.

4.0 Accommodation, housing fees and miscellaneous expenses

- 4.1 All students enrolled on the Study Abroad Programme will reside in Lennon House, a purpose-built on-campus student accommodation facility on the campus of Carlow College. Carlow College will invoice SDSU for Carlow College room charges. If Lennon House is at capacity, the Host Institutions agree to source alternative student accommodation.
- 4.2 The payment for all travel, medical insurance, medical costs not covered by insurance, books and other educational materials, and food and subsistence costs shall be the responsibility of individual students and neither the Home Institution nor Host Institutions (unless it has agreed otherwise with a given student) shall be held liable for such charges.

5.0 Medical Insurance

- 5.1 In accordance with the visa requirements of the Republic of Ireland, Carlow College and IT Carlow require that student participants be personally responsible for acquiring health / medical insurance for the period of their studies. Student Participants will be enrolled in the SDBOR CISI coverage and will provide proof of adequate coverage prior to arrival at the Host Institutions.

6.0 Selection

- 6.1 Prospective students seeking admission to the Host Institutions under the terms of this Agreement must meet the admissions requirements of the Host Institutions, including the completion of all relevant application forms.
- 6.2 The Lead Host Institution will send to the Home Institution copies of all published admissions criteria as soon as possible after the creation of this Agreement and undertakes to advise the Home Institution of any changes to those criteria as soon as they are known and published. The Home Institution will make every effort to send to the Lead Host Institution the name(s) of their student(s), and email address, to be considered for study abroad by the stated deadline, i.e., 15 October for the Spring Term and 15 May for the Autumn Term. Admissions criteria are available through the relevant International Office of the Home Institution.
- 6.3 Upon receipt of the name and email address of the candidate(s), the Lead Host Institution will send the candidate(s) the relevant Application Form. The Host

Institutions may act reasonably and reject candidates after providing reasons to the Home Institution, after which further candidates may be proposed.

7.0 Academic status

- 7.1 Study Abroad students may apply to study from an agreed list of modules offered at the Host Institutions. However, the Host Institutions reserve the right to exclude students from restricted enrolment modules. The full list of available academic modules will be sent to the Home Institution on an annual basis.
- 7.2 All students will remain enrolled as regular degree candidates at the Home Institution and will not be enrolled as candidates for degrees at the Host Institutions unless specified added as an Addendum to this Agreement as prescribed in the "Scope of Understanding."
- 7.3 The Home Institution bears the responsibility for approving, transferring, and awarding credits towards its students' degrees. Students are expected to maintain the equivalent of a full-time course load, 25 ECTS, at the Host Institutions and the exact number and mixture of modules / courses will be determined by the student with the approval of his or her supervisors or academic advisers at both the Home Institution and the Host Institutions. Individual module selections will be submitted to the Home Institution no later than the third week of the programme.

8.0 Evaluation

- 8.1 Each of the Host Institutions will provide the Home Institution with such information on the performance of participating students within five (5) operating weeks of completing the term. This includes a transcript (or its equivalent) after the students' completion of the study abroad programme.
- 8.2 All classes and assessment at the Host Institutions shall be conducted in the medium of English.

9.0 Rights and responsibilities

- 9.1 Students participating under the terms of this Agreement shall be subject to the lawful rules, regulations, and codes of conduct of the Home and Host Institutions.
- 9.2 The Home and Host Institutions shall have the right to impose any sanction deemed appropriate up to and including termination of the students' participation in the program. Any sanction that involves termination of the study abroad programme for a student will be deemed applicable at both Host Institutions.
- 9.3 Study abroad students will have the same rights and privileges enjoyed by other students at the Host Institutions.

10.0 Student services, welfare and safety

- 10.1 The Host Institutions will designate an appropriate office to coordinate student services for study abroad students. See section 2.0. This office will provide an orientation to incoming students upon arrival. The orientation will include information on academic, cultural, health, personal safety, security and general work / welfare issues. All study abroad students studying at the Host Institutions will be entitled to the same student services enjoyed by other students at the Host Institutions.
- 10.2 The Host Institutions will assist all study abroad students in securing a Stamp 2 Visa to study in the Republic of Ireland after their arrival in Ireland. However, each participant shall be ultimately responsible for obtaining their visa, passport or other necessary documents and paying for the same, and the Institutions shall not be liable to each other or to any participant for the failure of the participant to obtain the same.

11.0 Liability

- 11.1 While the Home Institution undertakes to bring to the notice of their students the rules and regulations of the Host Institutions, notwithstanding anything else in this Agreement, all Institutions acknowledge that the other is not liable for any loss, damage, cost or expense whatsoever, incurred by or attributable to any behaviour or omissions by any of the students studying abroad in accordance with this Agreement.
- 11.2 None of the parties shall be in breach of this Agreement or be liable for any failure or delay in performance of its obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to, strikes, lockouts or other industrial disputes (with the exception of those applying to its own workforce), failure of a utility service or transport network, epidemic/pandemic, act of God, war, riot, civil commotion, terrorist attack, nuclear, chemical or biological contamination, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery, computers or vehicles, fire, flood, storm, explosion, accidental damage or default of suppliers or subcontractors.

12.0 Reporting

- 12.1 In the event that a study abroad student is involved in a serious accident or other circumstance of a grave nature, or is subject to disciplinary action, the Host Institutions will, without undue delay, notify the Home Institution. If necessary, the initial notification of any such incidents or actions may be limited to a statement of the problem and a brief outline of intended plans of action. Detailed information should be forwarded to the Home Institution in a timely manner, as soon as such transmittal becomes possible.

13.0 Dependants

- 13.1 For the avoidance of doubt, this Agreement applies only to study abroad students and not to any dependants including partners, spouses or children of the students.

14.0 Legal Indemnities and Policies

14.1 Monetary Considerations

- 14.1.1 Except for reimbursement of costs articulated herein, no monetary consideration will be exchanged between the three Institutions, nor are there any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the study abroad programme.

14.2 Equality

- 14.2.1 All Institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital or civil status, family status, ethnicity, religion, national origin, sexual orientation, membership of the Travelling community, disability, veteran status, or other status protected at law.

E. CHOICE OF GOVERNING LAW

This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with the laws of the United States, State of South Dakota, and the Republic of Ireland as applicable. Nothing herein shall be construed or applied to waive the sovereign immunity of the Home Institution.

If the parties are unable to reach agreement on any issue concerning this Agreement within fourteen (14) days after one party has notified the other Institutions of that issue, they will refer the matter to their respective Presidents (or equivalent rank) of the Institution, in an attempt to resolve the issue within fourteen (14) days after the referral.

F. TERM OF CONTRACT, MODIFICATIONS AND TERMINATION

This Agreement shall take effect from the latest date after it has been signed by one of the three Institutions and will continue from that date for a period of five (5) years unless terminated by one of the three Institutions on six (6) months prior notice in writing. At the expiration of the agreement all terms and conditions set out heretofore will be deemed binding on all parties until such time, within the following three (3) month period, as a new agreement is signed or any one of the parties informs the other institutions that they do not wish to proceed to a new agreement.

1.0 Any modifications to this Agreement shall be communicated and negotiated via email by the offices identified in Section 2.0. Any agreed modifications or notice of termination required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

(a) Carlow College, St. Patrick's, College Street, Carlow, Co. Carlow, R93 A003, Republic of Ireland

(b) Institute of Technology Carlow, Kilkenny Road, Carlow, Co. Carlow, R93 V960, Republic of Ireland

(c) South Dakota State University, 1300 North Campus Drive, SDSU Briggs Library 119, Box 2115, Brookings, SD 57007

or as otherwise specified by the relevant party by notice in writing to each of the parties and such notice shall be deemed received immediately if delivered personally or within five (5) working days if sent by recorded delivery or commercial courier.

2.0 Any students who have an offer to study at the Host Institutions at the date of termination may complete their courses of study and the parties shall continue to fulfil their obligations under this Agreement until all students who have an offer to study at the Host Institutions have completed their studies.

3.0 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 WITNESS THEREOF, the parties hereto have offered their signatures:

Fr. Conn Ó Maoldhomhnaigh Patricia Mulcahy

Carlow College, St. Patrick's

Institute of Technology Carlow

Fr. Conn Ó Maoldhomhnaigh

Dr Patricia Mulcahy

President

President

Date 12th April 2022

Date 13th April 2022

Barry H. Dunn

South Dakota State University

Dr Barry H. Dunn

President

Date 4-25-22