

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – F (2)
DATE: October 5-6, 2022

SUBJECT

Agreements on Academic Cooperation – USD

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 programing for which credit shall be awarded.” To comply with this requirement, The University of South Dakota (USD) seeks approval to renew an agreement on academic cooperation with The Friedrich Schiller University Jena, located in Jena, Germany.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for joint research, faculty collaboration, and student, faculty, and staff exchange. Regarding student exchange, students will pay tuition and fees to their home institution. Students and faculty 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: The Friedrich Schiller University Jena

DRAFT MOTION 20221005_5-F(2):

I move to approve the University of South Dakota’s agreement on academic cooperation with The Friedrich Schiller University Jena, as presented.

**AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
UNIVERSITY OF SOUTH DAKOTA
AND
THE FRIEDRICH SCHILLER UNIVERSITY, JENA**

After a history of cooperation and student and faculty exchange reaching back many years, a new formal memorandum of understanding between the two institutions will be signed. Once signed, this new agreement shall replace all previously signed agreements. 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 the Friedrich Schiller University Jena, Fürstengraben 1, 07743 Jena, Germany (University of Jena), 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. The home institution will only select students who possess requisite language skills for the classes they will be undertaking at the host institution. The University of Jena requires B2-level for all academic program/courses, German or English depending on the language of instruction of the individual course.
- Article 11. Exchange students will only pay the tuition to the home institution.
- Section A. Students from University of Jena studying at USD will pay the International Student Fee.
- Section B. Students from University of Jena that enroll in an off-campus course (i.e., online or distance education) at USD will pay all off-campus tuition and delivery fees associated with the course.
- Section C. If regular exchange spots are not available, University of Jena students are eligible to still attend USD but will pay regular tuition and fees as required by USD.
- Section D. Student from USD studying at University of Jena will pay the semester contribution. They make their own arrangements for sufficient health insurance cover accommodation and meals and bear the costs incurred for these themselves.
- Section E. Students from USD that enroll in a complementary course (such as extra language or sports course) at University of Jena will pay all tuition fees associated with the course.
- 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. This also involves administrative charges (as referenced in Article 11, Section D) that cannot be waived due to legal requirements.
- 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 the Board of Regents mandated insurance for the entire term of study upon arrival. Students studying at University of Jena are required to have adequate health and accident insurance. It is recommended that international

students also purchase worldwide travel insurance to cover extra costs, e.g., for repatriation, if not included in the mandated health insurance policy.

- 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, insofar as this does not conflict with the legal regulations in force at the home institution. 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 pre-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 must have their proposed program of studies at the host institution approved by their home institution prior to the exchange.
- Section A. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. Monitoring the participation of students in their course of study is incumbent upon the course instructors and not the International Office, and enrollment 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 enrollment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, or when a student is in danger of being dismissed from the program, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrollment as 12 U.S. credits.
- Article 20. 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.
- Article 21. 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 22. 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 23. 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 24. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.
- Article 25. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.
- Article 26. 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 27. Each institution shall provide support to exchange faculty members to locate suitable housing.
- Article 28. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.
- Article 29. 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 30. 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 31. 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 32. 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 33. 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. Personal data protection

Given that Friedrich Schiller University is subject to the 2016/679 (EU) Regulation of the European Parliament and Council of 27 April 2016, the parties agree to comply, as applicable, with the security conditions and measures required for protecting the personal data of any natural person impacted by the implementation of the Agreement.

Each university determines individually, as data controller, the means for collecting personal data and the purposes of the personal data processing operations which it implements in respect of the implementation of the Agreement hereof and in compliance with the applicable personal data protection regulation(s).

If required to disclose all or part of personal data to competent judicial or administrative authorities ("authorized third-party processors") pursuant to applicable law, or in the event of imperative decisions, the parties undertake to limit the disclosure of personal data to that which is explicitly and restrictively required.

Both universities will collect personal data fairly and lawfully and will respect the information and the consent obtained from data subjects whenever this consent is required to implement processing. Both will process the personal data used pursuant to the legal grounds which are enforceable against it. Both will implement the technical and organizational security measures required for protecting personal data. Both will retain personal data for a period of time proportionate to fulfilling the purposes for which the data is processed and to take the legal retention periods, which are enforceable against it, into consideration.

Each university will notify the other of any request from data subjects to exercise their rights and will undertake to assist each other, without joint financial cost liability, in processing these requests. As such, data subjects may submit their requests indiscriminately to the Data Protection Officer or to any other person duly authorized and appointed in the absence of the Data Protection Officer.

The universities undertake to implement guarantees appropriate for preserving the confidentiality and integrity of data subjects' personal data which they may be required to process pursuant to the Agreement hereof.

Each party will notify the other of any personal data breach without delay and at the latest within 72 hours following the discovery of the aforementioned breach.

VI. Appointment of Coordinators

Article 34. 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>University of South Dakota</p> <p>OUTGOING STUDENTS Name: Jessica Winterringer Title: Study Abroad Advisor Office: Gallagher Center Email: Jessica.Winterringer@usd.edu Telephone: 605-658-3594</p> <p>INCOMING STUDENTS/RENEWAL CONTACT Name: Patrick Morrison Title: Interim Director Office: Gallagher International Center Email: Patrick.Morrison@usd.edu Telephone: 605-658-6219</p>	<p>The Friedrich Schiller University, Jena</p> <p>Name: Jana Blumenstein Title: Study Abroad Coordinator (Outgoing for US) Office: International Office Email: jana.blumenstein@uni-jena.de Telephone: +49-3641-9401511 Fax: +49-3641-9401512</p>
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VII. 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. In the case of handwritten signature of the Agreement or further agreements or declarations to be made in writing after this Agreement, e.g., on the extension or amendment of the Agreement, it shall be sufficient to send the signed and scanned document electronically. Alternatively, the document may be signed with a qualified electronic signature and sent electronically. It 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. 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 the Friedrich Schiller University, Jena

Sheila K. Gestring, President

Prof. Dr. Walter Rosenthal, President

Date:

Date: