

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – H (1)
DATE: December 7-8, 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 programing for which credit shall be awarded.” To comply with this requirement, South Dakota State University (SDSU) seeks approval to renew an agreement on academic cooperation with Kunsan National University, located in Gunsan, South Korea, and to enter into an agreement on academic cooperation with Al Akhawayn University, located in Ifrane, Morocco.

IMPACT AND RECOMMENDATION

The agreement with Kunsan National University 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.

The agreement with Al Akhawayn University 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 will be responsible for paying for their own housing, meals, travel, health insurance, and any other incidental costs. Any specific faculty exchanges would be negotiated separately outside of this agreement.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: Kunsan National University
Attachment II - Agreement on Academic Cooperation: Al Akhawayn University

DRAFT MOTION 20221207_6-H(1):

I move to approve South Dakota State University’s agreements on academic cooperation with Kunsan National University and Al Akhawayn University, as presented.



MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH DAKOTA STATE UNIVERSITY, UNITED STATES OF AMERICA

AND

KUNSAN NATIONAL UNIVERSITY, REPUBLIC OF KOREA

1. For the purpose of collaboration in both education and academic research, Kunsan National University (KSNU) and South Dakota State University (SDSU) hereby affirm their intent to promote academic cooperation and exchange which will be of mutual benefit to their respective universities. KSNU and SDSU agree to encourage academic cooperation through research and study in the furtherance of learning and through the stated objectives outlined below:

- 1.1 Academic staff cooperation on collaborative research, lectures and conferences in areas of common interests
 - 1.2 Exchange of scholars and researchers
 - 1.3 Exchange of data, documentation and research materials in the field of mutual interests
 - 1.4 Exchange of students, including credit transfer
 - 1.5 Exchange of academic information and publications
 - 1.6 Any other collaborative efforts that may be beneficial to both parties
2. Collaborative activities or projects between the parties will be subject to further agreement detailing the parties' responsibilities and obligations and the conditions related to each activity or project.
3. This Memorandum of Understanding shall become effective on the date of signing for five (5) years and will be automatically renewed for successive five (5) years period unless either

university gives the other party a written notice of its desire to terminate or to revise the Memorandum of Understanding six (6) months prior to the termination of a given five (5) years period.

4. This Memorandum of Understanding is to be executed in two (2) copies in English.

_____, 2022

On behalf of _____

On behalf of KSNU



Dr. Barry H. Dunn

President

South Dakota State University

United States of America

Dr. Byongsun Kuack

President

Kunsan National University

Republic of Korea

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
KUNSAN NATIONAL 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, South Dakota State University (SDSU) and Kunsan National University (KSNU) 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. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include education, science and technology.
- Article 2. The institutions agree to exchange scientific and technical expertise, educational practices, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 4. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, student and faculty exchange, and other similar projects as appropriate. Additional joint activities, such as student or faculty exchange, will require the execution of a separate agreement.

II. Appointment of Coordinators

- Article 5. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or and renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.

Article 6. The following individuals at each institution will be responsible for coordinating this agreement:

| South Dakota State University | Kunsan National University |
|---|---|
| <p>PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Mailing Address: Briggs Library, Suite 119 1300 North Campus Drive Brookings, SD 57007, USA Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540</p> | <p>PRIMARY CONTACT FOR AGREEMENT Name: Park Jae-Pil Title: Director Office: International Exchange Education Center Mailing Address: 558 Daehak-ro, Gunsan-si, Jeollabuk-do, Republic of Korea Email: jppark@kunsan.ac.kr Telephone: +82-63-469-4929 Fax: +82-63-469-4135</p> <p>ACADEMIC OFFICER Name: On Yu Hee Title: Superintendant Office: International Exchange Education Center Mailing Address: 558 Daehak-ro, Gunsan-si, Jeollabuk-do, Republic of Korea Email: dhsdbgml@kunsan.ac.kr Telephone: +82-63-469-4133 Fax: +82-63-469-4135</p> |

Article 7. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

III. Visiting International Student

Article 8. This agreement includes a one-way visiting international student program. KSNU will send students to SDSU, and SDSU will categorize KSNU students as visiting, non-degree-seeking, and fee-paying undergraduate international students at SDSU. The following items will enumerate and clarify the responsibilities of the parties involved.

IV. SDSU's Responsibilities

- A. SDSU and KSNU will work together to determine the number of qualified visiting students that can be accepted from KSNU each semester/academic year.
- B. SDSU will provide a total of up to 15 transcript, semester credit-hours of instruction as follows in C.
- C. Students may take courses as advised by the SDSU Academic Contact and in SDSU majors.
- D. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following:

- Internet-based TOEFL Test (iBT) score, minimum-61,
- Paper-based TOEFL Test (PBT) score, minimum-500, and

- IELTS score, minimum-5.5.

TOEFL or IELTS scores must be submitted within two years of examination date. If students do not meet our English proficiency requirements listed above, qualified undergraduate applicants may be given admission to the English Language & Cultural Institute (ELCI). Upon successful completion of the ELCI program, students will be eligible for admission as a visiting International student at SDSU.

E. The SDSU Academic Contact for the agreement will provide academic advising.

F. The SDSU Academic Contact for the agreement will serve as the administrator or faculty member to oversee the overall academic program and well-being of the students, and to work directly with KSNU

G. The SDSU Academic Contact for the agreement will advise students on obtaining a student grade report/SDSU transcript upon completion of the program. SDSU Academic Contact for the agreement will direct students to complete the necessary release and request forms at SDSU's Enrollment Services Center for Records and Registration.

H. SDSU-Office of International Affairs (SDSU-OIA) will provide KSNU with a list of anticipated costs each year

I. SDSU-OIA will provide KSNU with application materials for visiting students, updated cost information and SDSU arrival information in an email.

J. SDSU-OIA will provide each admitted student with the documents necessary to apply for a U.S. student visa at the appropriate U.S. Embassy or Consulate overseas. The visa type will be a J-1.

K. SDSU-OIA will provide on campus orientation activities during the first days of the KSNU students' arrival to include introductions to staff/teachers, academic orientation, orientation to housing and meals, review of the schedule, orientation to campus facilities, explanation of rules and regulations, and campus tour.

L. The SDSU-OIA will arrange for airport pickup on arrival days each semester.

V. KSNU Responsibilities

A. KSNU will have each participant fill out an SDSU application form and will assist students with submitting all necessary application documents. After acceptance students will receive information on how to complete an online Residence Hall application and other information about arrival to SDSU.

B. KSNU will have each participant pay the applicable tuition, fees, and related costs for the credits in which they enroll at SDSU, directly to SDSU. The rate of tuition charged will be non-resident, and all mandatory and course/discipline fees will be assessed. If students initially attend SDSU for English as a Second Language classes, students will pay for ESL instruction.

- C. KSNU will have each participant provide for the international travel costs of the KSNU group to and from Brookings, SD, including all airport transfers and taxes.
- D. KSNU will have each participant arrange for visas and related travel documents.
- E. Each student will pay directly and separately to their student account designated by SDSU.
- F. KSNU students will obtain major medical insurance coverage through SDSU's International Student Accident & Medical Insurance Plan.
- G. KSNU will have participants comply with all university rules and regulations.

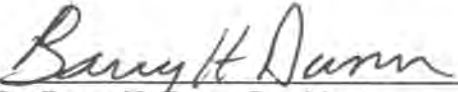
VII. Terms of Agreement

- Article 9. 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. This agreement can be renewed with a discussion between the parties, an updating of contacts and new signatures. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- Article 10. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 11. Privacy Statement
- Article 12. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 13. Nothing in the above agreement shall be construed as being legally binding.
- Article 14. 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 the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University

for Kunsan National University


Dr. Barry H. Dunn, President

Dr. Byongsun Kuack, President

Date: 8-1-2022

Date: _____

대한민국 군산대학교와 미국 사우스다코타주립대학교 간의 양해각서

군산대학교와 사우스다코타주립대학교는 국제적인 이해와 우정에 대한 상호 약속을 기초로 하여 학술 지식을 공유하고 상호 유익한 학술 교류를 확립하고 발전시키기 위해 아래의 사항에 대해 합의한다.

I. 협력범위

- 제1조 양교는 교육, 강의의 내용과 구성 및 교직원과 학생의 훈련에 대한 경험과 정보를 적절한 방법을 통해 교환하기로 합의한다. 교류 분야는 양 기관이 협의하여 결정하는 학문 분야로 하며 구체적으로 교육, 과학 및 기술분야를 포함한다.
- 제2조 양교는 과학과 기술분야의 전문지식 및 교육분야의 여러 사례를 비롯하여 양 기관의 활동과 성과를 보여주는 전시 및 기타자료들을 적절한 방법을 통해 교환하기로 합의한다.
- 제3조 양교는 소속 교수진이 공동 연구 프로젝트를 수행할 수 있도록 적절한 방법을 통해 지원하는 것에 합의한다.
- 제4조 양교는 미래의 협력과 교류사업과 관련한 가능한 제안들에 대해 협의하기로 합의한다. 여기에는 단기 교환방문, 연구성과의 공동출판, 학생과 교직원의 교류 및 기타 유사한 프로젝트를 적절한 방법으로 시행하는 것이 포함된다. 학생 및 교원의 교류와 같은 추가적인 공동 활동에 대해서는 별도의 협약서를 작성하도록 한다.

II. 담당자 지정

- 제5조 양교는 이 협정서를 관리할 담당자를 지정하도록 한다. 담당자는 협정서의 유지와 수정 및 갱신이 적절히 이루어지도록 해야 할 책임이 있다. 아울러 양교는 한 명 이상의 학업 담당자를 지정하여 협정서의 구체적인 내용을 조율하도록 한다.
- 제6조 양교가 지정한 아래 협정서 담당자는 본 협정서를 관리한다.

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| <p>사우스다코타주립대학교</p> <p>협정서 관리담당자 이름: Sally A. Gillman, Ph.D. 직함: Director for Education Abroad (해외교육부장) 부서명: Office of International Affairs 부서주소: Briggs Library, Suite 119, 1300 North Campus Drive, Brookings, SD 57007, USA 이메일: sally.gillman@sdstate.edu 전화: +1-605-688-6094 팩스: +1-605-688-6540</p> <p>학업 담당자 이름: 직함: 부서명: 부서주소: 이메일: 전화: 팩스:</p> | <p>국립군산대학교</p> <p>협정서 관리담당자 이름: 박재필 직함: 국제교류교육원 원장 부서명: 국제교류교육원 부서주소: 대한민국 전라북도 군산시 대학로 558 (우)54150 이메일: jppark@kunsan.ac.kr 전화: +82-63-469-4929 팩스: +82-63-469-4135</p> <p>학업 담당자 이름: 온유희 직함: 주무관 부서명: 국제교류교육원 부서주소: 전라북도 군산시 대학로 558(미룡 동) 이메일: dhsdbgm1@kunsan.ac.kr 전화: +82-63-469-4133 팩스: +82-63-469-4135</p> |
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제7조 지정된 담당자는 교류대학의 문의 및 연락에 시기 적절하고 효율적으로 대응하기로 합의한다.

Ⅲ. 방문학생

제7조 이 협정서는 일방(one-way) 방문학생 프로그램을 포함한다. 국립군산대학교(KSNU)는 재학생을 사우스다코타주립대학교(SDSU)로 보내고 사우스다코타주립대학교는 국립군산대학교 학생을 등록금 납부의무가 있는 비학위과정 학부 방문학생으로 간주한다. 아래의 항목을 통해 양교의 의무사항을 열거하고 명확하게 하고자 한다.

Ⅳ. 사우스다코타주립대학교의 의무

- A. 사우스다코타주립대학교와 국립군산대학교는 상호 협의하여 매 학기/학년에 국립군산대학교가 파견할 수 있는 방문학생의 수를 결정한다.
- B. 사우스다코타주립대학교는 아래 C항에 나와있듯이 학기당 최대 15시수까지 제공한다.

C. 방문학생은 사우스다코타주립대학교의 학업 담당자의 조언에 따라 사우스다코타주립대학교에 개설된 전공 수업을 들을 수 있다.

D. 영어가 모국어가 아닌 참여학생은 모두 아래 방법 중 하나로 영어능력을 입증해야 한다.

- 인터넷 토플시험(iBT) 최소 61점
- 시험장실시 토플시험(PBT)점수, 최소 500점 및
- IELTS 최소 5.5점

TOEFL이나 IELTS 점수는 시험일로부터 2년 이내의 성적표를 제출해야 한다. 프로그램에 참여하는 학부과정 지원자의 영어능력이 위의 조건을 충족하지 못하면 English Language & Cultural Institute(ELCI)에 입학할 수 있다. ELCI 프로그램을 성공적으로 마치면 사우스다코타주립대학교의 방문학생으로 입학할 자격이 주어진다.

E. 사우스다코타주립대학교의 학업 담당자는 학업에 대한 조언을 제공한다.

F. 사우스다코타주립대학교의 학업 담당자는 전반적인 학업 프로그램과 참여학생들의 복지를 총괄하며 군산대학교와 직접적으로 협력하는 관리자 또는 교원의 역할을 수행한다.

G. 사우스다코타주립대학교의 학업 담당자는 프로그램이 종료되면 학생들에게 성적 보고서/성적표를 받는 것에 조언을 제공한다. 학업 담당자는 학생들이 발급과 등록을 위한 사우스다코타주립대학교의 학적 및 등록 서비스센터에서 필요한 서류를 발급받고 각종 신청서를 작성할 수 있도록 안내한다.

H. 사우스다코타주립대학교의 국제교류처(이하 국제처)는 국립군산대학교에 매년 예상되는 유학 경비를 제공한다.

I. 국제처는 방문학생을 위한 지원 안내자료, 유학경비의 최신 정보와 입국에 필요한 정보를 이메일을 통해 국립군산대학교에 제공한다.

J. 국제처는 프로그램 참여가 확정된 방문학생에 대해 미국대사관이나 영사관에서 유학비자를 신청하는데 필요한 서류에 대한 정보를 제공한다. 비자의 종류는 통상적으로 J-1으로 한다.

K. 국제처는 국립군산대학교 학생이 학교에 도착하면 바로 오리엔테이션을 실시하며 여기에는 직원/교수 소개, 학업 안내, 주거 및 식사, 학사일정, 학교시설, 각종 규칙 및 규정에 대한 안내가 포함된다.

L. 국제처는 매 학기 학생 도착일에 공항픽업을 실시한다.

V. 국립군산대학교의 의무

A. 국립군산대학교는 프로그램 지원자가 사우스다코타주립대학교에 제출할 지원서를 작성하고 필요한 서류를 제출하도록 안내한다. 입학이 허가되면 참여 학생들은 거주지 온라인 신청서 작성 방법과 학교 도착에 대한 안내사항을 받게 된다.

B. 국립군산대학교는 지원자가 사우스다코타주립대학교 등록에 필요한 등록금, 각

중 경비, 학점과 관련된 비용을 사우스다코타주립대학교에 직접 납부하도록 안내한다. 등록금은 비거주자 기준으로 산정되며 모든 필수 경비와 수업/학업에 대한 비용이 부과된다. 만약 지원자가 사우스다코타주립대학교에서 영어수업(ESL)을 먼저 수강한다면 ELS 수업료를 추가로 납부하여야 한다.

C. 국립군산대학교는 프로그램 참여 학생에 대해 사우스다코타주립대학교 소재지인 사우스다코타주 Brookings 도착과 출발에 필요한 여행경비를 부담하도록 안내한다. 여기에는 항공운임과 공항 환승료 및 각종 세금을 포함한 왕복 국제여행 비용이 포함된다.

D. 국립군산대학교는 지원자에게 비자와 관련된 여행 서류를 준비하게 한다.

E. 지원자는 사우스다코타주립대학교가 지정한 학생계좌로 필요한 경비를 직접 납부한다.

F. 국립군산대학교 학생은 사우스다코타주립대학교의 유학생상해의료보험으로 의료보험 혜택을 받는다.

G. 국립군산대학교는 지원자가 대학의 모든 규칙과 규정을 준수하도록 안내한다.

VI. 협정 조건

제9조 이 협정은 5년 동안 유효하다. 협정은 각 기관의 책임있는 권한 소지자의 서명에 따라 효력이 발생하며 종료일 6개월 전에 한 기관이 상대 기관에 서면통지를 하면 협정을 종료할 수 있다. 협정은 각 기관의 협의를 거쳐 연락 담당자와 서명을 갱신함으로써 연장할 수 있다. 협정 종료 전 이미 교류를 시작한 자에 대해서는 종료에 따른 영향이 없다.

제10조 이 협정서에 규정되지 아니한 사항은 두 기관의 상호 합의에 의해 정한다.

제11조 개인정보 취급방침

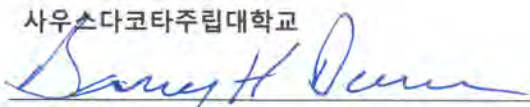
제12조 이 협정서에 대한 수정은 양 기관이 서명한 서면화 된 부칙의 형태로 이루어진다.

제13조 이 협정서의 어떤 내용도 법적 구속력을 갖는 것으로 해석되어서는 안된다.


제14조 이 협정은 협정의 목적을 위한 적절한 예산과 지출 부서에 대한 사우스다코타 주 의회로부터의 지속적인 가용성 부여 여부에 달려있다. 주 의회가 어떠한 사유로 인하여 예산을 책정하고 지출을 승인하지 못하게 되거나 법 집행 또는 연방정부의 예산 감축에 따라 해당 예산을 사용할 수 없게 될 경우 이 협정은 사우스다코타 주에 의해 종료된다. 이 같은 사유에 따른 협정 종료는 주 정부에 귀책 사유가 있는 것도 아니며 주 정부에 그에 대한 손해배상을 청구할 수 없다.

국제적인 우호와 협력의 정신에 따라 아래와 같이 서명한다.

사우스다코타주립대학교


총장 배리 H. Dean

국립군산대학교


총장 이장호

South Dakota

State

University

And

Al Akhawayn

University

**AGREEMENT ON ACADEMIC COOPERATION
AND STUDENT EXCHANGE
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
AL AKHAWAYN UNIVERSITY OF MOROCCO**

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, South Dakota State University (SDSU) and the Al Akhawayn University (AUI) 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 all academic disciplines available at both universities.
- 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. SDSU and Al Akhawayn University (AUI) agree to exchange students on a "1 for 1" basis according to the provisions of Section 3 in SDBOR Policy 5.5.4 (Tuition and Fees: Fees). Each SDSU student participating in the exchange will pay tuition and a general activity fee for 15 credits as well as appropriate room and board fees to the home university. These monies collected from the SDSU student will be held in an SDSU account to pay for the tuition, room, and board expenses of an incoming AUI exchange student. The AUI exchange student participating in the program will have paid 15 credits of tuition, room, and board expenses at AUI to cover the expenses of the SDSU exchange student at AUI. Therefore a 15-credit to 15-credit balance, along with room and board expense balance, will be maintained.
- Article 12. AUI students will pay the SDSU International Student Fee as mandated by the South Dakota Board of Regents.
- 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 SDSU will be required to purchase the Board of Regents mandated insurance for the entire term of study upon arrival.
- 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 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 monitor the participation of students in its programs and inform the home institution immediately if 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. For these purposes, SDSU considers full-time enrollment as 12 U.S. credits, which may include both on-campus and distance delivery courses.

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. 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:

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| <p>South Dakota State University</p> <p>PRIMARY CONTACT FOR INCOMING AND OUTGOING STUDENTS</p> <p>Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Address: 1300 North Campus Drive, Briggs 119 Brookings, SD 57007, US Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540</p> | <p>Al Akhawayn University</p> <p>PRIMARY CONTACT FOR INCOMING AND OUTGOING STUDENTS</p> <p>Name: Brian Seilstad, Ph.D. Title: Director of Internationalization and Partnerships Office: Office of International Programs Address: Av Hassan II, PO Box 104, 53000 Ifrane, Morocco Email: b.seilstad@au.ma Telephone: +212-535-862-905</p> |
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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.

VI. Terms of Agreement

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

for South Dakota State University

for Al Akhawayn University


 Barry H. Dunn, President

 Amine Bensaïd, President

9-27-22
 Date:

 Date: