SUBJECT
Agreements on Academic Cooperation – SDSMT

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 School of Mines and Technology (SDSMT) seeks approval to renew an agreement on academic cooperation with Jaypee University of Information Technology in Waknaghat, India.

IMPACT AND RECOMMENDATION
The agreement results in the opportunity for student and faculty/staff exchanges, as well as joint research activities and publications.
Board staff recommends approval.

ATTACHMENTS
Attachment I – Agreement on Academic Cooperation - SDSMT

DRAFT MOTION 20231004_5-G(2):
I move to approve South Dakota School of Mines and Technology’s agreement on academic cooperation with Jaypee University of Information Technology, as presented.
August 22, 2023

South Dakota Board of Regents
Pierre, SD

RE: International Partner University Agreement

South Dakota School of Mines and Technology actively seeks international partnership opportunities with universities that are reviewed and deemed to be a good match in our academic and research areas. These partnerships provide pathways for collaboration in research, and exchange of students, faculty, and staff.

South Dakota Mines seeks approval to enter into a Memorandum of Understanding with Jaypee University of Information Technology in Waknaghat, India, to assist in facilitating collaborative opportunities between the two universities. Points of contact at each university have been identified to initiate and carry out activities in the agreement. The agreement may result in the opportunity for joint research, faculty collaboration and potential student exchange. The agreement specifies that both inbound and outbound students are responsible for payment of tuition and fees to the host institution, and thus is consistent with the requirements set forth in section 4 of Board of Regents Policy 5:5:4 Tuition and Fees. Inbound students are classified as visiting, not exchange, non-degree students in the student information system. All expenses, including tuition, fees, living and incidental expenses shall be borne by the participating students.

Please contact the Ivanhoe International Center with any questions.
international@sdsmt.edu
605-394-6884
MEMORANDUM OF UNDERSTANDING
between
South Dakota School of Mines & Technology
Rapid City, South Dakota, USA
and
Jaypee University of Information Technology, Waknaghat
Solan, Himachal Pradesh, India

Jaypee University of Information Technology, Waknaghat, Solan, Himachal Pradesh, India (hereafter referred to as “JUIT”) and the South Dakota School of Mines & Technology of Rapid City, South Dakota, USA (hereafter referred to as “South Dakota Mines”), believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality, reciprocity, and promoting sustainable partnerships.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- **Staff exchange and collaboration**
  - The two institutions agree in principle to the possibility of exchanges by faculty members and general staff (administrative and technical). The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

- **Joint research activities and publications**
  - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.

- **Each party will encourage continuing education and professional development for teachers, professors, and academic staff, which may include**
  - Visits for studying teaching principles and methods
  - Exchange of academic materials and other information
  - Participation in seminars, congresses and meetings

- **Student participation**
  - Each party will recommend potential students for matriculation of the other university’s appropriate academic programs on a reciprocal basis. The student’s acceptance is subject to approval by the host university. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs.
Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and paying tuition and fees to the host institution.

JUIT and South Dakota Mines agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each university’s home country and governing body.

Both universities agree that all additional activities are dependent on the availability of funds. Both universities agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party, without cause, with six months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

| Signed on behalf of Jaypee University of Information Technology, Waknaghat by Prof. Rajendra Kumar Sharma Vice Chancellor Date: | Signed on behalf of South Dakota School of Mines & Technology By Jim Rankin, PhD PE President Date: |