SOUTH DAKOTA BOARD OF REGENTS

Committee on Academic and Student Affairs

AGENDA ITEM: II – F (1)

DATE: December 3-4, 2014

SUBJECT: Cooperative Agreements – NSU

Northern State University has submitted cooperative agreements with the following two institutions for consideration:

1) Nagasaki University, Japan
2) University of Jinan, P.R. China

Under these agreements, each institution will accept incoming exchange students as visiting students who do not plan to obtain a degree from the host university. The students participating in these exchange programs shall be selected initially by the home institution, and the host institution shall make the final admissions decisions in each case.

Consistent with the requirements set forth in section 4 of Board of Regents Policy 5:5:4 Tuition and Fees, this agreement establishes an academic exchange program which requires the campuses to have equal number of participants. Under this agreement, outbound exchange students from NSU studying at either of the two partner institutions will pay tuition as well as the University Support Fee and the General Activity Fee for each credit enrolled. Students attending either partner institution on exchange agreements will pay the student semester fee/general activities/social fees required by the partner university. Inbound exchange students from either partner institution will pay tuition and fees to their home institution and will pay to NSU all applicable special discipline fees, salary enhancement fees, incidental fees, the International Student Fee, and appropriate room and board fees. Students who enroll in a self-support course will pay all self-support tuition and delivery fees associated with the course. All living expenses shall be borne by the students of both institutions. In general, all other incidental costs are the responsibility of the participating students.

RECOMMENDED ACTION OF THE EXECUTIVE DIRECTOR

Approve the cooperative agreements between Northern State University and Nagasaki University; and University of Jinan.
October 9, 2014

Dr. Jack R. Warner
Executive Director
South Dakota Board of Regents
306 East Capitol Avenue, Suite 200
Pierre, SD 57501-3159

Dear Dr. Warner:

Enclosed please find a copy of the Agreement on Academic Cooperation and Memorandum of Understanding on Student Exchange between Nagasaki University, Japan, and Northern State University. We are enthusiastic about the opportunities this agreement opens for our students. Please add this to the next Board of Regents’ agenda for approval.

I would be pleased to provide you with any background information you might desire. Thank you for your assistance.

Sincerely,

James M. Smith, Ph.D.
President

Enc.
AGREEMENT ON ACADEMIC COOPERATION BETWEEN
NORTHERN STATE UNIVERSITY AND NAGASAKI UNIVERSITY

Northern State University, Aberdeen, South Dakota, USA and Nagasaki University, Nagasaki, Japan, recognizing the benefits to their respective universities through the establishment of international links, have concluded this agreement on academic cooperation ("Agreement").

1. The purpose of this Agreement is to develop academic and educational cooperation and to promote mutual understanding between the two universities.

2. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity.
   (1) Exchange of faculty members, researchers, and administrative staff
   (2) Exchange of students
   (3) Implementation of collaborative research projects
   (4) Implementation of lectures and symposia
   (5) Exchange of academic information and materials
   (6) Promotion of other academic cooperation on which both parties have agreed

3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities. Both universities agree to carry out those activities in accordance with the laws and regulations of the respective countries.

4. It is understood that the implementation of any of the types of cooperation stated in Clause 2 shall depend upon the availability of resources and financial support at the universities concerned.

5. Should any collaborative research activities conducted under this Agreement have any potential for developing intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.

6. This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.

7. This Agreement is valid for a period of five (5) years from the signature date of the representatives of both universities below. This Agreement may be renewed after being reviewed and renegotiated by both universities.

8. This Agreement may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.

9. This Agreement shall be executed in English in two (2) copies; each university shall retain one copy.

Dr. James Smith
President
Northern State University

Date: Sept. 30, 2014

Dr. Shigeru Katamine
President
Nagasaki University

Date: Sept. 12, 2014
MEMORANDUM OF UNDERSTANDING ON STUDENT EXCHANGE
BETWEEN
NAGASAKI UNIVERSITY
AND
NORTHERN STATE UNIVERSITY
BASED ON THE AGREEMENT ON ACADEMIC COOPERATION BETWEEN
NAGASAKI UNIVERSITY AND NORTHERN STATE UNIVERSITY

Based on the “Agreement on Academic Cooperation between Nagasaki University and Northern State University” ("Academic Cooperation Agreement") signed on 9/30/14, both parties have agreed to conclude a Memorandum of Understanding ("Memorandum") to specify the terms and conditions of the student exchange.

1 Number of students
Each university shall accept up to five (5) undergraduate students to participate in the subject student exchange for periods equal to one (1) academic year for each academic year subject to this Memorandum. All other students are welcome to study at partner institution but will be required to pay full tuition and fees.

2 Recommendation and determination
The host university may select the student exchange participants based on the home university's recommendations.

3 Status
Participating exchange students shall be registered as non-degree students at the host university.

4 Period
In principle, the period for each participating exchange student is within one (1) academic year. After this initial period, a participating student may extend the length of his or her study period for up to one (1) additional academic year, upon the approval of both host and home universities.

5 Course application
Participating exchange students may apply to take courses at the host university. The host university, however, reserves the right to decline such application based on existing restrictions on application.

6 Evaluation
At the end of the exchange period of each participating exchange student, the host university shall inform the home university of the relevant student's academic performance. Academic achievements earned at the host university shall be assessed by the home university according to its curricula. The home university may or may not recognize such achievements as equivalent to the credit(s) to be taken at the home university.
7 Expenses
Neither party shall levy application, admission, or tuition fees on the participating exchange students. All other related expenses, including accommodation expenses, transportation costs, living expenses, textbooks, materials and other course-related fees, travel documentation, international student fee, and adequate health and accident insurance expenses, shall be borne by the participating exchange students. The host university shall undertake efforts to locate housing for the participating exchange students. A list of additional fees will be provided by the host institution.

8 Insurance
Both parties may require participating exchange students to enroll in recommended health and accident insurance plans.

9 Amendment
This Memorandum may be amended only in writing upon the agreement of both parties.
In the future, if any issues arise out of or in relation to this Memorandum, the two parties shall resolve such issues through thorough negotiations.

10 Term
This Memorandum is valid from the joint signature date until the designated termination date set forth in the Academic Cooperation Agreement.
This Memorandum may be renewed after being renegotiated by both parties.

11 Termination
This Memorandum may be terminated by either party upon prior written notice to the other party made at least six (6) months prior to the expiration date. Even after the related agreements are terminated, students who have been accepted under this Memorandum are entitled to participate in the relevant study period under the same conditions as originally planned.

12 Compliance with laws, rules, and regulations
Both universities shall observe and comply with all laws, rules, and regulations of each country in which this Memorandum is performed.

13 This Memorandum is to be executed in English.

Dr. James Smith  
President  
Northern State University

Date: Sept. 30, 2014

Dr. Shigeru Katamine  
President  
Nagasaki University

Date: Sept. 12, 2014
Memorandum of Understanding
between
Northern State University, USA
and
University of Jinan, P.R. China

Northern State University, USA and University of Jinan, P.R. China agree to formulate this Memorandum of Understanding, aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Agreement.

1. The development of collaborative partnership that will include student and faculty exchange.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and the exchange of academic information and materials.
3. The promotion of other academic activities as jointly agreed to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Agreement will begin on the day it is signed by both parties and will continue thereafter for 3 years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after a friendly discussion and negotiation.

This Agreement is drawn in both English and Chinese languages and either copy has the same validity.

Signed on behalf of
Northern State University
Dr. James M. Smith
President
Northern State University
USA
Date: 10/05/14

Signed on behalf of
University of Jinan
Prof. and Dr. Cheng Xin
President
University of Jinan
China
Date: 2014.10.15
STUDENT EXCHANGE AGREEMENT
BETWEEN
NORTHERN STATE UNIVERSITY
AND
UNIVERSITY OF JINAN

Northern State University and University of Jinan conclude this Agreement to promote student exchange, based upon the Memorandum of Understanding (MOU) between Northern State University and University of Jinan.

1. Duration of Stay
   The duration of stay for exchange students shall not exceed a period of one academic year and shall be subject to the agreement of the host institution.

2. Numbers of Exchange Students
   Each institution will work with the host institution on acceptance. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the host institution, the number of student exchanges in a particular year may change where it is necessary to "balance" the number of exchange students. Note: 2 students for a 4-6 week summer semester (2 courses, 6 credits) or 2 students for an 8 week summer research program is equivalent to 1 student for a full semester.

3. Status of Exchange Students
   Each institution agrees to accept and enroll exchange students as full time, visiting students who do not plan to obtain a degree from the host institution.

4. Acceptance Procedures
   It is assumed that highly motivated students of above-average academic quality will be selected as exchange students. The students participating in the exchange program under the terms of this Agreement shall be selected initially by the home institution, with the host institution making the final admission decisions in each case.

5. Study Program
   Each exchange student shall determine the study program at the host institution in consultation with academic advisors at both the home and host institutions. Depending on the study program, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institutions. Exchange students will normally be permitted to enter a program in which there is space and
no limits on access, provided the student meets the stipulated prerequisite requirements. Academic advisor contact information must be given to the host institution each semester.

6. Academic Record and Accreditation
The host institution shall evaluate the academic performance of each exchange student according to its rules. Students shall be responsible for requesting that transcripts be sent, at their expense, to their home institution. The home institution will have the responsibility for all matters regarding credit for subjects taken according to its regulations.

7. Financial Responsibilities of Exchange Students
Students participating in an exchange program will pay appropriate tuition and fees at their home institution, as per the current tuition and fee schedule. Therefore, participating students are relieved of any payments of tuition and fees to the host institution, except as indicated by the host institution. A list of required fees will be provided by the host institution to exchange students each semester. In addition to the required fees, all incoming exchange students will be responsible for:

- Travel to and from the host institution
- Mandatory university housing
- Mandatory meal plan as stipulated by university regulations
- Health coverage mandated by the Board of Regents
- Textbooks and other course-related materials
- Expenses related to entry and departure from the country
- All visa-related fees
- Fees associated with targeted courses at the host institution and required support fees.

8. Government Requirements
Exchange students will meet all requirements of the host country as regards immigration, including where appropriate, arrangements for their families and dependents. Exchange students shall ensure that they keep their host institution fully informed of their movements and their contact information during the period of their exchange. The host institution will act as the point of contact with the student.

9. Program Administration
Each institution shall designate an officer for general program administration, and shall inform the other institution of any changes in these arrangements. The officer shall be in regular contact with each other to make arrangements necessary to implement this Agreement. All programs are subject to the regulations and conditions as set forth by the Office of International Programs at Northern State University and the Office of International Affairs at University of Jinan.

10. Conditions for Collaboration
Nothing in the Agreement shall be construed by one Exchanging
Institution as an indemnification of the other for liabilities of a party or third persons for property loss, damage, death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss, death or personal injury by an Exchanging Institution or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement, shall be determined according to applicable law.

11. Commencement and Duration of the Agreement
The Agreement will come into effect on the date of signing by both parties and shall remain in force for a period of five years. This agreement is renewable every five years thereafter.

Either institution may, by giving six months written notice to the other institution, terminate the Agreement. In the absence of early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

In the event that either party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to the termination, as if the Agreement remained in force for the period of exchange.

The terms of this Agreement may be revised or modified at any time through joint review and recommendation by both institutions. No revision or modification shall come into effect until such time as both institutions have signed a letter agreeing to the revision or modification.

The following signatures are affixed as acknowledgement and acceptance of the terms of this Agreement:

Signed on behalf of Northern State University

[Signature]

Dr. James M. Smith
President
Northern State University
USA
Date: 10/15/14

Signed on behalf of University of Jinan

[Signature]

Prof. and Dr. Cheng Xin
President
University of Jinan
China
Date: 2014.10.15